

**REQUEST FOR SMOKE DETECTOR**

ATTENTION: \_\_\_\_\_ (LANDLORD/AGENT/MANAGER)

I, \_\_\_\_\_, am a tenant at \_\_\_\_\_

\_\_\_\_\_

I am requesting that you:  install  inspect  repair the smoke detector or  install a hearing impaired model in the following location(s): \_\_\_\_\_

\_\_\_\_\_

This request is made pursuant to Subchapter F in the Texas Property Code. I ask that you take care of this matter within seven (7) days of receipt of this letter or I will pursue the legal remedies available to me under Section 92.260.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Certified Mail #: \_\_\_\_\_ or

Hand-Delivery Witnessed By: \_\_\_\_\_

**§ 92.254. Smoke Detectors**

(a) A smoke detector must be:

- 1) designed to detect both the visible and invisible products of combustion;
- 2) designed with an alarm audible to a person in the bedrooms it serves;
- 3) powered by battery, alternating current, or other power source as required by local ordinance;
- 4) tested and listed for use as a smoke detector by Underwriters Laboratories, Inc., Factory Mutual Research Corporation, or United States Testing Company, Inc.; and
- 5) in good working order.

(a-1) If requested by a tenant as an accommodation for a person with a hearing-impairment disability or as required by law as a reasonable accommodation for a person with a hearing-impairment disability, a smoke detector must, in addition to complying with Subsection (a), be capable of alerting a hearing-impaired person in the bedrooms it serves.

**§ 92.260. Tenant Remedies**

A tenant of a landlord who is liable under Section 92.259 may obtain or exercise one of more of the following remedies:

- 1) a court order directing the landlord to comply with the tenant’s request if the tenant is in possession of the dwelling unit;
- 2) a judgment against the landlord for damages suffered by the tenant because of the landlord’s violation;
- 3) a judgment against the landlord for a civil penalty of one month’s rent plus \$100 if the landlord violates Section 92.259 (a)(2);
- 4) a judgment against the landlord for court costs;
- 5) a judgment against the landlord for attorney’s fee in an action under Subdivision (1) or (3); and
- 6) unilateral termination of the lease without a court proceeding if the landlord violates Section 92.259 (a)(2).