

**UNLAWFUL UTILITY INTERRUPTION**

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

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

On \_\_\_\_\_, you or your agent caused my  water  gas  wastewater  electricity service to be interrupted in violation of §92.008 of the Texas Property Code.

- Specifically:  I was not given proper written notice prior to the utilities being interrupted.  
 You cannot legally interrupt these utilities according to this section.  
 The utilities were not restored once the rent or electric bill was paid.

Unless this service is restored immediately, I will use the legal remedies available below in section (f).

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

**§ 92.008. Interruption of Utilities**

(a) A landlord or a landlord’s agent may not interrupt or cause the interruption of utility service paid for directly to the utility company by a tenant unless the interruption results from bona fide repairs, construction, or an emergency.

(b) A landlord may not interrupt or cause the interruption of water, wastewater, gas, or electric service furnished to a tenant by the landlord as an incident of the tenancy or by other agreement unless the interruption results from bona fide repairs, construction, or an emergency.

- (f) If a landlord or a landlord’s agent violates this section, the tenant may:
- (1) either recover possession of the premises or terminate the lease; and
  - (2) recover from the landlord an amount equal to the sum of the tenant’s actual damages, one month’s rent or \$500, whichever is greater, reasonable attorney’s fees, and court costs, less any delinquent rents or other sums for which the tenant is liable to the landlord.