SCAC Meeting Agenda
Friday, June 5, 2026
9:00 a.m.

Location: State Bar of Texas Building
1414 Colorado Street
Austin, TX 78701

Welcome from Chief Justice Tracy Christopher

Status Report from Justice Jane Bland

Justice Bland will report on Supreme Court actions and those of other courts related to the Supreme Court Advisory Committee since the January 30, 2026 meeting.

Comments from Justice Evan Young

I. Landlord-Tenant Forms

Legislative Mandates Subcommittee:
Jim M. Perdue, Jr. – Chair
Pete Schenkkan – Vice Chair
Hon. John Browning
Hon. Jerry Bullard
Prof. Elaine A. G. Carlson
Hon. Nicholas Chu
Hon. Ana E. Estevez
Hon. David L. Evans
Cynthia Barela Graham
Robert L. Levy
Richard R. Orsinger

May 20, 2026 Memo re: Re-Entry, Utilities Restoration, Writ of Retrieval, Security Devices, and Release of Judgement Forms

March 11, 2026 SCAC Referral Letter

April 9, 2026 SCAC Referral Letter

Revised Release of Judgment Forms Kit

II. Hallucinated Citations

Rule 1-14c Subcommittee:

Robert L. Levy – Chair
John H. Kim – Vice Chair
Hon. Harvey G. Brown
Constance H. Pfeiffer
Marcy Hogan Greer
Hon. Emily Miskel
Jim M. Perdue, Jr.

May 29, 2026 Memo re: Follow-up on Proposed Rules on AI-Generated "Hallucinated" Citations

January 23, 2026 Memo re: Proposed Rules on AI-Generated "Hallucinated" Citations

III. Texas Rule of Appellate Procedure 53.7

Appellate Subcommittee:

Hon. Bill Boyce – Chair
Constance H. Pfeiffer – Vice Chair
Prof. Elaine A. G. Carlson
Hon. David Keltner
Hon. Emily Miskel
Richard B. Phillips
Macey Reasoner Stokes
Charles R. Watson

May 29, 2026 Memo re: Texas Rule of Appellate Procedure 53.7(c)

IV. Jury Rules/Jury Composition

Rule 216-299a Subcommittee:

Prof. Elaine A. G. Carlson – Chair
Thomas C. Riney – Vice Chair
Marcy Hogan Greer
Rusty Hardin
John H. Kim
Hon. Robert Schaffer
Hon. Kent C. Sullivan
Hon. John F. Warren
Kennon Wooten

Tab I-Landlord-Tenant Forms

Memorandum

DATE: May 20, 2026

TO: The Supreme Court Advisory Committee

FROM: Carlos Villa, Chair
Landlord-Tenant Forms Task Force of the Supreme Court of Texas

Trish McAllister
Staff Attorney

RE: Re-Entry, Utilities Restoration, Writ of Retrieval, Security Devices, and Release of Judgment Form Kits

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I. Introduction

On May 2, 2017, the Court created the Landlord-Tenant Forms Task Force pursuant to Senate Bill 478 that passed in the 2015 legislative session and amended Government Code Section 22.019 to direct the Court to create forms for use in residential landlord-tenant matters. The Landlord-Tenant Task Force is comprised of judges, lawyers, court administrators, and court clerks. Since that time, the Task Force has created twelve form kits to address different landlord-tenant issues. Each form kit contains a set of instructions, FAQs, and forms. The kits are intentionally written in plain language because they are intended for use by laypeople. The status of each kit is listed below:

A. Form Kits with the Court
   1. **Eviction Kit**: Originally sent to the Court in 2018, the Court previously approved it for release in 2020. It was held back due to the advent of COVID-19 because the forms did not contain information on various laws, rules, and rent programs implemented at that time. The SCAC was recently in the process of reviewing it again but paused its review due to legislative changes that required modifications to the kit.
   2. **Repair and Remedy Kit**: Sent to the Court in June 2025. Reviewed by SCAC in January 2026.
   3. **Early Lease Termination Kit**: Sent to the Court in August 2025. Reviewed by SCAC in January 2026.
   4. **Security Deposit Kit**: Sent to the Court in September 2025. Reviewed by SCAC in January 2026.
   5. **Writ of Re-Entry Kit**: Sent to the Court in October 2025.
   6. **Utility Restoration Kit**: Sent to the Court in October 2025.
   7. **Writ of Retrieval Kit**: Sent to the Court in November 2025.
   8. **Security Devices Kit**: Sent to the Court in February 2026.
   9. **Release of Judgment Kit**: Sent to the Court in March 2026.

B. Remaining Form Kits: In June 2026, the Task Force will start revising kits affected by the recent legislative session. These may take some time to revise, so we do not yet have estimates for completion:

1. Eviction Kit
2. Eviction Appeal (including Writ of Possession) Kit

II. Kits for Supreme Court Advisory Committee Review on June 5, 2026

Each kit contains at least one form and a document including instructions, FAQs, and directions for completing the form. Some kits contain multiple forms with a separate document for each form, while others have one document for completing the various forms.

Generally, each form includes basic user instructions, has blanks or check boxes, and references applicable statutes.

Generally, each set of instructions begins with a reference to the applicable section of the Texas Property Code or other governing statutes, states when to use and when not to use the form, cautions users that the forms do not provide legal advice and are not a substitute for the advice of a lawyer, and provides a link to the Texas Rules of Civil Procedure. Some instructions may have additional warning language, especially if the area is complex or tricky to navigate. A set of FAQs follows for more detailed information on the issue. The instructions conclude with directions on completing the form itself.

A. Writ of Re-Entry Kit

The Writ of Re-Entry Kit assists tenants whose landlord has changed their locks or improperly refused to allow them entry to the residential property. Writs of Re-Entry are governed by Sections 92.0081 and 92.009 of the Texas Property Code. The Writ of Re-Entry Kit contains:

1. **Tenant's Request for Writ of Reentry FAQs and instructions**: Landlords who have changed a tenant's locks or prevented a tenant's access to a residential property must give tenants a key/access to the property upon request. If they fail to do so, a tenant may file a request for a Writ of Re-Entry asking a justice court to allow the tenant to re-enter the property. The FAQs provide information on when and how a landlord can change the locks of a rental property, notice requirements for a landlord who does so, a tenant's right to request re-entry to the property, remedies available if the request is ignored, and instructions for completing the request for Writ of Re-entry form.

2. **Plaintiff's Request for Writ of Re-Entry form**: A petition asking the court to issue a writ of re-entry and grant immediate access to, and possession of, the property.

B. Utility Restoration Kit

The Utility Restoration Kit helps tenants whose utilities have been wrongfully terminated by their landlord for reasons other than construction, repairs, or emergencies. Utility interruptions are governed by Sections 92.0008 and 92.0091 of the Texas Property Code. The Utility Restoration Kit contains:

1. **Utility Restoration FAQs and instructions**: The FAQs provide information on when to use the kit, when a landlord can and cannot interrupt utilities, statutory utility terminology, the effect of different payment arrangements on utility interruption, notice requirements before and upon utility interruption, the rights of tenants if there are

health ramifications to occupants, utility restoration requirements, remedies available if utilities are wrongfully interrupted, what to do if the court order is ignored, statutory damages, and instructions on completing the Request to Restore Utility Service form.

2. **Plaintiff's Request to Restore Utility Service form**: A petition asking the court to restore utility service that has been wrongfully terminated.

C. Writ of Retrieval Kit

The Writ of Retrieval Kit helps a current or former resident who has been prohibited by a current occupant of the residence from obtaining certain personal items from the residence. Writs of Retrieval are governed by Chapter 24A of the Texas Property Code. The Writ of Retrieval Kit contains:

1. **Application to Get Certain Personal Items from My Current or Former Residence FAQs, and instructions**: The FAQs provide information on when and who can use the kit, items allowed to be retrieved, the impact of other court orders (protective orders, restraining orders, divorce decrees, etc.), bond requirements, notice and hearing, how to obtain the items post-hearing, and instructions for completing the Application to Get Certain Personal Items from My Current or Former Residence form.

2. **Application to Get Certain Personal Items from My Current or Former Residence form**: A petition, designed for a justice court, asking the court to issue a writ of retrieval to obtain statutorily allowed items, including items urgently needed to avoid personal harm to the applicant or someone in their care, when the applicant has been denied access to the residence by the current occupant, including a current occupant who poses a clear and present danger of family violence to the applicant or the applicant's children.

D. Security Devices Kit

The Security Devices Kit assists tenants when a security device needs to be repaired, replaced, or rekeyed as governed by Subchapter D of Chapter 92 of the Texas Property Code. The law regarding security devices is complicated and challenging to navigate even for attorneys, but includes important protections for tenants regarding the security of their residential property. The Security Device Kit contains:

1. **Security Device FAQs and instructions**: The FAQs provide information on when to use the kit, which security devices are covered, what security devices must be provided upon move in at the landlords expense and exceptions, actions the tenant can take when a security device has not been properly installed upon move in, security device requests after move in, requests for security devices a landlord is not required to install, deadlines for compliance, security device costs and rekeying expenses, remedies available to tenant for landlord's failure to comply with the law, and instructions on completing the four forms listed below.

2. **Tenant's Request Regarding Security Devices form**: This form is used to ask the landlord to install, replace, rekey, or repair a security device. It notifies the landlord of any recent

unauthorized entry, attempted entry, or violent crime in their unit or within the complex, and provides statutory deadlines for compliance.

3. **Tenant's Notice of Rent Deduction for Security Device Costs form**: This form notifies the landlord that the tenant has deducted the costs of installing/repairing a required security device that 1) was not installed/rekeyed at the beginning of the lease, 2) has become inoperable and the landlord has not, within a reasonable time, repaired or replaced it, or 3) that the tenant requested be installed at the tenant's expense, but the landlord has not done so within a reasonable time.

4. **Tenant's Written Request for Compliance for Required Security Devices form**: This form asks the landlord to comply with the law by installing or rekeying required security devices within 3 – 7 days, as determined by Section 92.164 of the Texas Property Code, that were not installed/rekeyed by the end of the seventh day after the tenant moved in.

5. **Tenant's Notice of Lease Termination Regarding Security Devices form**: This form notifies the landlord that the tenant is terminating the lease, a tenant remedy after the tenant has provided all notices and actions required under the Texas Property Code to obtain the landlord's compliance on security devices.

E. Release of Judgment Kit

The Release of Judgment Kit helps people who have paid off or want to pay off a judgment debt and need a release of a judgment, which will improve their creditworthiness and their ability to rent an apartment or get a loan. Section 52.005 of the Texas Property Code and Section 31.008 of the Texas Civil Practice and Remedies Code govern releases of judgment. The Release of Judgment Kit contains:

1. **Release of Judgment FAQs and instructions**: The FAQs state when to use/not use the kit, explain what a release of judgment is, why it is good to get one, how to get one, what to do if the creditor refuses to sign the release/refuses to accept payment/cannot be located, and what to do once a release of judgment is obtained. Note that there is some inconsistency in the law as indicated in a comment to FAQ 7, which explains how the group decided to interpret the statute. Instructions on completing the four forms below are included.

2. **Release of Judgment by Creditor form**: This form is to be signed by the judgment creditor, acknowledging the release of the judgment debt.

3. **Letter Notice of Judgment to Creditor form**: This form letter from the judgment debtor notifies the judgment creditor that the judgment debtor will pay the judgment amount to the court if the judgment creditor does not respond on or before the 15th day after the notice was sent.

4. **Request for Release of Judgment and Supporting Affidavit form**: This petition asks the court to accept payment and release the judgment when the judgment debtor does not know where the judgment creditor is located, and the judgment creditor did not respond to the letter notice mentioned above in number 3.

5. **Request for Hearing and Release of Judgment and Supporting Affidavit form**: This petition asks the court to accept payment and release the judgment when a judgment creditor refuses to accept payment or refuses to execute a release of judgment after the debt has been paid.

6. **Court's Release of Judgment by Court Under Texas Civil Practice and Remedies Code, Section 31.008 form**: This is a draft order releasing a judgment that the judgment debtor can submit to the justice court with the Request for Release of Judgment and Supporting Affidavit form or the Request for Hearing and Release of Judgment and Supporting Affidavit form.

201 West 14th Street Post Office Box 12248 Austin TX 78711
Telephone: 512/463-1312 Facsimile: 512/463-1365

March 11, 2026

Chief Justice Tracy E. Christopher
Chair, Supreme Court Advisory Committee
14th Court of Appeals
301 Fannin, Room 245
Houston, Texas 77002

Re: Referral of Rules Issues

Dear Chief Justice Christopher:

The Supreme Court asks the Committee to study and make recommendations on the following matters.

Re-Entry Forms Kit. In response to SB 478, passed by the 84th Legislature, the Court established the Landlord-Tenant Forms Task Force to draft forms for use by individuals representing themselves in residential landlord-tenant matters. On October 16, 2025, the Task Force submitted a proposed kit of forms to assist tenants whose landlords refuse entry to a residential property. The Committee should review and make recommendations.

Utility Restoration Forms Kit. On October 16, 2025, the Task Force also submitted a proposed kit of forms to assist tenants whose landlords wrongfully shut off utility services. The Committee should review and make recommendations.

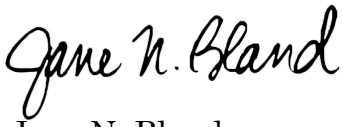
Writ of Retrieval Forms Kit. On November 13, 2025, the Task Force submitted a proposed kit of forms to assist former tenants in retrieving certain critical items from a former residence. The Committee should review and make recommendations.

Security Devices Forms Kit. On February 12, 2026, the Task Force submitted a proposed kit of forms to assist tenants whose landlords have not provided

legally required security devices. The Committee should review and make recommendations.

As always, the Court is grateful for the Committee's counsel and your leadership.

Sincerely,



Jane N. Bland
Justice

Attachments

cc: Hon. Jimmy Blacklock, Chief Justice
Hon. Evan Young, Deputy Liaison, Supreme Court Advisory Committee
Marcy Hogan Greer, Vice-Chair, Supreme Court Advisory Committee
Jackie Daumerie, Rules Attorney

Case Number_____
(The Clerk's office will fill in the Case Number when you file this form)

_____ In the Justice Court, Precinct_____, Place _____,
Name of Plaintiff(s)/Tenant(s) *(Precinct and Place Number)*

VS.

_____ _____ County, Texas
Name of Defendant/Landlord/Landlord's Authorized Agent *(County Name)*

Plaintiff/Tenant's Request for Writ of Reentry

1. **Request to Reenter Property**:

   I am filing this complaint against the Defendant/Landlord because the Defendant/Landlord wrongfully locked me out of the property I rent from Defendant/Landlord. (Texas Property Code Section 92.009)

2. **Information about the Property**:

   Property Address:

   _____
   Street Address & Unit No. (if any) *City* *County* *State* *ZIP*

   Contact Information for Defendant/Landlord's/Landlord's Authorized Agent (if known):

   _____
   Business Address *City* *County* *State* *ZIP*

   _____ _____
   Phone Number *Email Address*

   _____
   Fax Number

3. **Facts**:

   I am authorized to live in the property under a written or oral lease.

   On or about _____ (date of lock-out), Defendant/Landlord or Landlord's agent locked me out of the property and/or intentionally prevented me from entering the property in violation of Texas Property Code Section 92.0081.

   I would like the Court to know these additional facts, if any:

_____

_____

_____.

4. **Request for Relief**:

I request that the Court find Defendant/Landlord has wrongfully locked me out of the property and/or intentionally prevented me from entering the property and grant the following:

a. A Writ of Re-entry under Texas Property Code Section 92.009(c) to Defendant/Landlord, that entitles me to immediate re-entry and temporary possession of the property, and a new key if necessary, pending a final hearing if Defendant/Landlord requests one;
b. That the Writ of Re-entry be immediately served on Defendant/Landlord;
c. That Defendant/Landlord and any agents or representatives be prohibited from interfering with my peaceful possession of the property;
d. If Defendant/Landlord does not timely request a hearing on this request, I ask that the Court render full and final judgment against the Defendant/Landlord for court costs;
e. That all court costs be assessed against Defendant/Landlord; and
f. For such other relief as I, Plaintiff/Tenant, may be lawfully entitled until such time proper notice and hearing is held before this Court.

5. **Declaration or Notary:** Complete *only one of the two following sections.*

☐ Declaration:

I declare under penalty of perjury that everything in this request is true and correct.

My name is _____.
First *Middle* *Last*

My birthdate is: _____/_____ /_____.
Month *Day* *Year*

My address is: _____.
Street *City* *State* *ZIP* *Country*

_____signed on ___/____ /____ in _____ County, Texas.
Your Signature *Month/Day/Year* *County Name*

OR

☐ Notary:

_____
Your Printed Name

_____
Your Signature *(Sign only when a notary can see you doing so)*

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
CLERK OF THE JUSTICE COURT OR NOTARY

FAQs and Instructions:
When a Landlord Changes the Locks of a Residential Tenant:
Plaintiff/Tenant's Request for Writ of Re-Entry

Texas Property Code, Section 92.0081

These instructions do not give legal advice and are not a substitute for the advice of a lawyer.

Use This Form if:

☐ Your landlord is refusing to allow you to enter your residential property.

Do Not Use This Form If:

☐ You need to get personal items from a residential property but the person living there won't let you get them. Use the Application to Get Certain Personal Items from My Current or Former Residence Form (Writ of Retrieval Application) instead. See Texas Property Code, Chapter 24A.

General Instructions: Read these Frequently Asked Questions and the instructions for completing the Request for Writ of Re-Entry Form carefully. References to Rules are to the Texas Rules of Civil Procedure, available at http://www.txcourts.gov/rules-forms/rules-standards/.

Frequently Asked Questions about Lockouts:

1. Can my landlord lock me out or prevent me from entering my property? (See Texas Property Code, Section 92.0081)

   Yes, but only in three limited situations:
   a. You owe rent. If your landlord follows very strict notice requirements (explained below) and your lease allows it, your landlord may be able to lock you out of your property if you owe rent, **but your landlord must always give you a key and access to your property upon request**;
   b. Your landlord needs to do repairs or construction, or there is an emergency; or
   c. You have abandoned the property.

2. Can my landlord change the lock or lock me out for owing rent if my lease does not allow it? (See Texas Property Code, Section 92.0081(d)(1))

   No. A landlord cannot change locks or lock you out for failure to pay rent unless the lease says they can.

3. Can my landlord remove the doors or refrigerator from the property to get me to leave? (See Texas Property Code, Section 92.0081(a))

   No. Unless the landlord removes the item for needed repairs or replacement, your landlord cannot remove: 1) a door, window, attic hatchway cover, or a lock, latch, hinge, hinge pin, doorknob, or other mechanism attached to any of them; or 2) furniture, fixtures, or appliances furnished by the landlord.

4. Does my landlord have to give me notice BEFORE changing my locks for not paying rent? (See Texas Property Code, Section 92.0081(d)(3))

   Yes. Your landlord must locally mail you a notice at least five days before changing your locks, or your landlord must hand-deliver a notice or post a notice on the inside of your front door at least three days before changing your locks. The notice must state:

   1. In underlined or bold print that **you have the right to receive a key to the new lock at any hour, regardless of whether you pay the rent you owe**;

   The notice must also state:

   2. The earliest date the landlord proposes to change the locks;
   3. The amount of rent you must pay to stop the landlord from changing the locks; and
   4. The name and street address of the individual to whom, or the location of the on-site management office at which, the delinquent rent may be discussed or paid during the landlord's normal business hours.

5. Does my landlord have to give me notice AFTER the locks are changed because I owe rent? (See Texas Property Code, Section 92.0081(c))

   Yes. If your landlord changes your locks for owing rent, your landlord must place a written notice on your front door stating:

   1. An on-site location where you can go 24 hours a day to obtain the new key or a telephone number that is answered 24 hours a day you can call to have a key delivered within two hours after calling the number;
   2. the fact that the landlord must provide the new key to the tenant at any hour, regardless of whether you pay any of the delinquent rent; and
   3. the amount of rent and other charges for which you are delinquent.

6. So, all I have to do is ask for a key and my landlord must give it to me? (See Texas Property Code, Section 92.0081(f))

Yes. If your landlord has changed your locks for owing rent, you have the right to get back into the property by simply asking. **The landlord must give you a key even if you have not paid the rent that you owe.**

7. Are there days when my landlord cannot legally change my locks if I owe rent? (See Texas Property Code, Section 92.0081(e))

   Yes. Your landlord may not change your locks unless the landlord or landlord's agent is available to accept your rent on the day the locks are changed and the day before.

8. If my landlord has changed my locks, can my landlord also prevent me from entering common areas in my residential property, like the pool or community area? (See Texas Property Code, Section 92.0081(e-1))

   No. That would be a violation of the Texas Property Code.

9. Can my landlord change the locks when my family or I are inside the property? (See Texas Property Code 92.0081(k)(2))

   No. If a legal occupant is in the property, the landlord may not change the locks. Texas Property Code 92.0081(k)(1). Also, a landlord may not change the locks for owing rent more than once during a rental pay period.

10. Are there landlords who are not allowed to lock me for owing rent? (See Texas Government Code, Section 2306.6738(a))

    Yes. If your apartment complex receives low-income housing tax credits, you can't be locked out or threatened with a lockout except in cases of emergency, repairs, or construction, even if your lease allows your landlord to lock you out.

11. My landlord won't give me a key or let me into my property. What can I do? (See Texas Property Code 92.009)

    First, the written or oral lease must authorize you to live in the property. If not, you are not considered a tenant and cannot get a key.

    If your landlord refuses to allow you to enter your property, you can request an order from a Justice Court allowing you to get back into your property. That order is called a Writ of Re-entry. The sworn request for this order is called a Request for a Writ of Re-Entry, and you must file it with the Justice Court in the precinct where your property is located. Once you file it, you will talk to a judge and state the facts of the unlawful lockout under oath.

    If the judge believes your landlord unlawfully locked you out of your property, the judge can issue a Writ of Reentry that will give you immediate access to your

property. The Writ of Re-Entry is served on the landlord by a sheriff or constable, who can use reasonable force to enforce the Writ.

The landlord can request a hearing on the lockout within 8 days after you gain reentry. The hearing will be held within a week after the landlord's request for a hearing.

If you cannot afford to pay the filing fee for this request, you may file a Statement of Inability to Afford Payment of Court Costs, sometimes called a Pauper's Affidavit, which has information about your income, property, monthly expenses, dependents, and debts, to explain why you cannot afford the filing fee.

12. What happens if I file a Request for Writ of Reentry in bad faith? (See Texas Property Code, Section 92.009(k))

If a tenant in bad faith files a Request for Writ of Reentry and an order is served on the landlord or landlord's agent, the landlord may sue the tenant in a separate lawsuit for:

- actual damages,
- one month's rent or $500, whichever is greater,
- reasonable attorney's fees, and
- court costs,
- less any sums the landlord owes you.

13. What about damages for my landlord failing to follow the law regarding lockouts? (See Texas Property Code, Section 92.0081)

If your landlord violates the law regarding the lockout—for example, illegally locks you out, locks you out without giving you any notices, or locks you out on the wrong day—you can sue your landlord for:

- a civil penalty of one month's rent plus $1,000
- your actual damages
- your court costs; and
- reasonable attorneys' fees
- less any rent or other sums you owe.

If your landlord refuses to give you a key after locking you out, your landlord could be liable for an additional one month's rent.

14. Can my landlord evict me if my landlord illegally locks me out for owing rent?

Yes. While you may have been able to get back into the property and/or have claims against your landlord for damages caused by an illegal lockout, you could still be evicted for nonpayment of rent.

How to Fill Out This Form:

1. Heading: The Clerk's office will fill in several of these.
    - *Case Number* – Leave this blank. The Clerk's office will fill in the Case Number when you file this form.
    - *Name of Plaintiff/Tenant(s)* – Write the name of the tenant(s) listed in the lease or the name of a person who is authorized to live in the property.
    - *Name of Defendant(s)/Landlord(s)* – Write the names of the landlord(s) or the landlord's authorized agent who illegally locked you out.
    - *Precinct/Place Number* – Write in the precinct number of the justice precinct in which the Property is located. If you do not know, ask the court clerk or check the court's website.
    - *County, Texas* – Write in the name of the county in which the property is located.
2. Request to Reenter Property: The sentence tells the court that you're filing the lawsuit because the landlord has locked you out of the property.
3. Information about the Property: Under Property Address, write in the address of the rental property that you're locked out of on the first line. Under the Defendant/Landlord's Contact information, write in the address, phone number, email address, and fax number for the landlord or property manager.
4. Facts: Write in the approximate date that the landlord locked you out of the rental property. Write in any additional facts you think the court should know, such as whether written notice was posted on the door, how you were locked out, who locked you out, and whether you have asked for access or a key. Attach an additional sheet of paper, if needed, but it's best to keep it short, if you can, while making sure to state all the facts you think the judge needs to know.
5. Request for Relief: This section tells the court what you are asking the court to do. You don't need to write anything else.
6. Declaration or Notary: In this section, check and complete only one section – either the declaration section or the notary section. Either way, you are declaring under penalty of perjury that everything in the Request for Writ of Reentry is true and correct.

    ☐ *Declaration* – Check this box if a notary is not available, you choose not to use a notary, or you do not want the required information in the public court record. If you choose this option, you must write your name, birthdate, and address. Sign and write the date and the county in which you signed.

    OR

    ☐ *Notary* – Check this box if you want to sign the Request for Writ of Reentry in front of a notary. DO NOT SIGN UNTIL YOU ARE WITH A NOTARY. Write your

name and sign in front of a notary. Some court clerks are notaries; call ahead to verify before you go.

REMEMBER, CHECK AND COMPLETE ONLY ONE BOX.

Case Number _____
(The Clerk's office will fill in the Case Number when you file this form)

_____ In the Justice Court, Precinct_____, Place _____,
Name of Plaintiff(s)/Tenant(s) *(Precinct and Place Number)*

VS.

_____ _____ County, Texas
Name of Defendant/Landlord/Landlord's Authorized Agent *(County Name)*

Plaintiff/Tenant's Request to Restore Utility Service

1. **Request to Restore Utility Service**:

   I am filing this complaint against the Defendant/Landlord/Landlord's Authorized Agent because the Defendant/Landlord has interrupted my utility service in violation of law, and I am requesting this Court to order the Defendant/Landlord/Landlord's Authorized Agent to restore my utility service. (Texas Property Code Section 92.0091)

2. **Information about the Property**:

   Property Address:

   _____
   Street Address & Unit No. (if any) *City* *County* *State* *ZIP*

   Contact Information for Defendant/Landlord's/Landlord's Authorized Agent (if known):

   _____
   Business Address *City* *County* *State* *ZIP*

   _____ _____
   Phone Number *Email Address*

   _____
   Fax Number

3. **Facts**: *This section of the law can be complicated in a few situations. Please read the instructions and FAQs to make sure you can use this form.*

   On or about _____ (*date of utility interruption*), Defendant/Landlord or Landlord's agent interrupted my utility service in violation of Texas Property Code Section 92.008 and that interruption was not due to necessary repairs, construction, or an emergency.

   I would like the Court to know these additional facts, if any:

_____

_____

_____.

4. **Request for Relief**:

I request that the Court find that Defendant/Landlord unlawfully interrupted my utility service and grant the following:

a. A Writ of Restoration of Utility Services under Texas Property Code Section 92.0091 that entitles me to immediate and temporary restoration of the disconnected service, pending a final hearing if Defendant/Landlord requests one;
b. That the Writ of Restoration of Utility Services be immediately served on Defendant/Landlord or the Defendant/Landlord's management company, on-premises manager, or rent collector;
c. If Defendant/Landlord does not timely request a hearing on this request, I ask that the Court render full and final judgment against the Defendant/Landlord for court costs;
d. That all court costs be assessed against Defendant/Landlord; and
e. For such other relief as I, Plaintiff/Tenant, may be lawfully entitled until such time proper notice and hearing is held before this Court.

5. **Declaration or Notary:** *Complete <u>only one</u> of the two following sections.*

☐ <u>Declaration</u>:

I declare under penalty of perjury that everything in this petition is true and correct.

My name is _____.
First *Middle* *Last*

My birthdate is: _____/_____ /_____.
Month *Day* *Year*

My address is: _____.
Street *City* *State* *ZIP* *Country*

_____ signed on ___/____ /____ in _____ County, Texas.
Your Signature *Month/Day/Year* *County Name*

OR

☐ <u>Notary</u>:

_____
Your Printed Name

_____
Your Signature *(Sign only when a notary can see you doing so)*

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
CLERK OF THE JUSTICE COURT OR NOTARY

FAQs AND INSTRUCTIONS:
When a Landlord Interrupts the Utility Service of a Residential Tenant:
Plaintiff/Tenant's Request to Restore Utility Service
Texas Property Code, Section 92.008(a)

These instructions do not give legal advice and are not a substitute for the advice of a lawyer.

Use This Form If:
☐ Your landlord has wrongfully shut off your utility service, such as gas, electricity, water, or wastewater. Read the FAQs below to determine if your landlord has wrongfully shut them off.

Do Not Use This Form If:
☐ Your landlord has shut off your water, wastewater, or gas due to construction, emergency, or to make necessary repairs, unless you believe those were not the reasons that the landlord shut them off.

General Instructions: Read these Frequently Asked Questions and the instructions for completing the *Plantiff/Tenant's Request to Restore Utility Service* carefully. References to Rules are to the Texas Rules of Civil Procedure, available at http://www.txcourts.gov/rules-forms/rules-standards/.

Frequently Asked Questions (FAQs) about Utility Interruptions:

1. Can my landlord shut off my water, wastewater, or gas? (See Texas Property Code, Section 92.008(a))

   No, unless it needed to make necessary repairs, or due to construction or an emergency.

   Your landlord cannot shut off your water, wastewater, or gas for owing the landlord money or otherwise violating your lease.

2. What can I do if my landlord has wrongfully shut off my water, wastewater, or gas? (See Texas Property Code, Section 92.0091)

   You can file a *Plaintiff/Tenant's Request to Restore Utility Service* with the Justice Court to ask for a court order that your landlord reinstate that service. See FAQs 13 and 14 for more information.

3. Can my landlord shut off my electricity *if I pay the bill directly to the utility company*? (See Texas Property Code, Section 92.008(a))

   No, unless it needed to make necessary repairs, or due to construction or an emergency.

   If you pay your electric bill directly to the utility company, your landlord cannot shut off your electricity for owing the landlord money or otherwise violating your lease.

4. What can I do if my landlord has wrongfully shut off my electricity that I pay directly to the utility company?

   You can file a *Plaintiff/Tenant's Request to Restore Utility Service* with the Justice Court to ask for a court order that your landlord reinstate that service. See FAQs 13 and 14 for more information.

5. When my landlord or a billing company (not the utility company itself) charges me for electricity provided through my landlord, can my landlord shut my electricity off? (See Texas Property Code, Section 92.008(b), (h))

   Maybe, but only after following strict procedures, and only in certain circumstances.

   When your landlord or a billing company (not the utility company itself) charges you for electricity provided through your landlord, it can only be interrupted by your landlord for necessary repairs, construction, or an emergency, or in the following situation:

   - You are past due on an electric bill to a landlord who submeters electricity, or who allocates or prorates nonsubmetered or master metered electricity (see the next FAQ for an explanation), and
   - Your landlord's right to interrupt your electricity is in your lease, and
   - Your landlord has followed many strict procedures. See FAQs 6-9 for more information.

   Your landlord may never interrupt your electricity for your failure to pay rent, or any other fee or charge, including a bill that isn't an electric bill.

6. What does it mean that my landlord submeters electricity, or allocates or prorates nonsubmetered or master metered electricity? See Public Utility Commission Utili-Facts on Submetering and Master Metering.

   Submetered electricity means that each apartment has an individual meter and the landlord bills the tenant based on their actual use of electricity.

   Allocated or prorated billing with nonsubmetered or master metered electricity means that each apartment does not have an individual meter and the landlord uses a formula to figure out how much to charge each tenant for electricity.

7. My landlord submeters or allocates master metered electricity, and I am late in paying an electricity bill. Can my landlord immediately shut off my electricity? (See Texas Property Code, Section 92.008 (h))

   No. Your landlord can only shut off your electricity for nonpayment of the electric bill if:

- You haven't paid your electricity bill by the due date, which must be at least 12 days after the date it was issued. The date that the bill issues is different from the date the bill is due. Look on your bill for the issue date and the due date;
- Your lease states that the landlord has a right to shut off your electricity for nonpayment of the electric bill; and
- Your landlord gives you proper notice of the shut off – one before the electricity is shut off and another one at the time it is shut off. See FAQs 8 & 9 for more information.

8. What do I need to know about the notice the landlord must give me *before* shutting off my submetered or allocated master metered electricity? (See Texas Property Code, Section 92.008 (h))

   a. How much notice does the landlord need to give me?
   Your landlord cannot deliver the electricity termination notice until a day after your bill is due, and the notice must give you at least five days before the date your landlord intends to shut off your electricity.

   b. How must the advanced notice be delivered to me and what does it need to contain?
   The notice must be hand-delivered or mailed to you. It must have "Electricity Termination Notice" prominently displayed in bold or underlined. It must include:

   - the date the electricity will be shut off;
   - where you can go to pay your bill during normal business hours to prevent your electricity from being shut off;
   - the amount that must be paid;
   - a statement that your landlord cannot apply this payment to rent or other amounts you may owe; and
   - a statement that your landlord may not evict you when the landlord has shut off the electricity unless you fail to pay for the electric service after the service has been shut off for two days, not including weekends, or state or federal holidays. In other words, your landlord can't evict you if you pay your electric bill within two days (not including weekends or state/federal holidays) after it's been shut off; and
   - a description of your rights to avoid electricity shutoff, if the shutoff will cause a resident to become seriously ill or more seriously ill. See FAQ 10 for more information.

9. What do I need to know about the notice my landlord must give me *at the time* my submetered or allocated master metered electricity is shut off? (See Texas Property Code, Section 92.008 (h))

   The landlord must notify you at the same time that the electricity is shut off. The notice must be hand-delivered to you or put on your front door. It must have "Electricity Termination

Notice" prominently displayed in bold or underlined. It must include:

- the date the electricity is shut off;
- where you can go pay your bill during normal business hours to prevent your electricity from being shut off;
- the amount that must be paid to reestablish service;
- a statement that your landlord cannot apply this payment to rent or other amounts you may owe; and
- a statement that your landlord may not evict you when the landlord has shut off the electricity unless you fail to pay for the electric service after the service has been shut off for two days, not including weekends, or state or federal holidays. In other words, your landlord can't evict you if you pay your electric bill within two days (not including weekends or state/federal holidays) after it's been shut off; and
- a description of your rights to avoid electricity shutoff, if the shutoff will cause a resident to become seriously ill or more seriously ill. See FAQ 10 for more information.

10. When is a landlord prohibited from shutting off my submetered or allocated master metered electricity for not paying your electric bill? (See Texas Property Code, Section 92.008)

A landlord cannot shut off your electricity if:

- The landlord or landlord's representative is not available to collect the electricity payment the day it's being shut off and the day before it's shut off;
- The previous day was 32 degrees or below and the temperature is predicted to stay that low for the next 24 hours;
- There is a heat advisory on the day the electricity is being shut off or one of the two previous days;
- Before the shut off day, you provide a written statement from your doctor, nurse, or healthcare professional that the shut off will cause you, or someone living with you, to become seriously ill, and you enter into a written deferred payment plan for the amount owed for electricity. See FAQ 11 for more information;
- You receive energy assistance and your landlord receives a pledge, letter of intent, purchase order, or other notification that the energy assistance provider is forwarding payment to continue the electric service;
- You've paid your electric bill but haven't paid rent, other fees or non-electric bills;
- The amount owed is for electric service provided to a previous tenant;
- The amount owed on your electric bill is six or more months past due; or
- You and your landlord disagree on the amount owed on your electric bill and you haven't received the results in writing of the landlord's investigation of the dispute. When there is a dispute over the electric bill, your landlord cannot shut off your electricity unless your landlord has conducted an investigation of the bill and given you the results of that investigation in writing.

Commented [TM1]: Possibly link to PUC website that provides info on assistance: https://www.puc.texas.gov/consumer/

11. What if I, or someone in my residence, will become seriously ill or more seriously ill if my landlord shuts off my submetered or allocated master metered electricity service? (See Texas Property Code, Section 92.008(j))

If you give your landlord, or your landlord's representative, a written statement from your physician, nurse, nurse practitioner, or similar licensed healthcare practitioner that you or someone else living with you will become seriously ill or more seriously ill if the electricity is shutoff and you enter into a deferred payment plan in writing, your landlord may not shut off your electricity. The deferred payment plan must allow you to pay the electricity bill in equal amounts over at least three billing cycles.

12. When does my landlord have to reconnect my submetered or allocated master metered electricity service? (See Texas Property Code, Section 92.008)

    Your landlord must reconnect your electricity service within two (2) hours if, during normal business hours:

    - You pay your bill; or
    - You gave your landlord, or your landlord's representative, a written statement from your physician, nurse, nurse practitioner, or similar licensed healthcare practitioner that you or someone else living with you will become seriously ill or more seriously ill if the electricity is shutoff and you enter into a written deferred payment plan. (*See FAQ 11*).

    A reconnection fee can only be charged if your lease states the exact dollar amount of the reconnection fee. It cannot be more than $10 and cannot be applied to a deferred payment plan.

13. What can I do if my landlord has interrupted my utility services in violation of the law, including not giving me proper notice? (See Texas Property Code, Section 92.0091)

    If a landlord interrupts your utility services in violation of the law, ask the Justice Court in the precinct where the property is located for an order to have the utilities turned back on, also called a writ of restoration. Do this by filling out the *Plaintiff/Tenant's Request to Restore Utility Service* form in this packet and filing it with the Justice Court.

    When you file the Request to Restore Utility Service, you will meet with the judge right then, or shortly after you file it, to discuss the situation under oath. If the Justice Court judge approves your request to restore utility service, the judge will issue a "writ of restoration," which orders the landlord to immediately turn your utilities back on.

    If you cannot afford to pay the filing fee for this request, you may file a Statement of Inability to Afford Payment of Court Costs, sometimes called a Pauper's Affidavit, which has information about your income, property, monthly expenses, dependents, and debts, to explain why you cannot afford the filing fee.

14. If the judge orders the landlord to turn the utilities back on, can the Landlord ask for a hearing to contest my Request to Restore Utility Service?

Yes. The landlord is entitled to a hearing, however, the landlord must still turn the utilities back on until the court says otherwise.

The landlord will be notified that they have a right to a hearing in the order telling them to turn the utilities back on. The hearing must be held within 7 days from the date the landlord asks for it. If the landlord does not ask for a hearing within 7 days after being served with the order to turn the utilities back on, the landlord may have to pay court costs. If a hearing is held, either party can appeal the judge's decision within 5 days.

If the judge issues a writ of possession, it overrides any order requiring that the utilities be turned back on. A writ of possession is an order to the constable or sheriff to have you removed from the property after an eviction has been ordered.

15. What happens if my landlord ignores the order from the Justice Court? (See Texas Property Code, Section 92.0091(i))

    If the landlord is served with the order to turn the utilities back on and does not immediately do so, or later disobeys it, the landlord can be held in contempt of court. You can file a sworn statement with the Justice Court stating the name of the landlord and how the landlord disobeyed the order.

    The court will then set a hearing to determine whether the landlord violated the court's order. It is important for you to go to that hearing.

    If the judge finds, after considering the evidence at a hearing, that the landlord has directly or indirectly disobeyed the order, the court may fine the landlord and/or put the landlord in jail without bail until they comply with the court order.

16. What happens if I file a request to have the utilities turned back on in bad faith? (See Texas Property Code, Section 92.0091(j))

    If a tenant in bad faith files a *Request to Restore Utility Service* and an order is served on the landlord or landlord's agent, the landlord may sue the tenant in a separate lawsuit for:
    - actual damages,
    - one month's rent or $500, whichever is greater,
    - reasonable attorney's fees, and
    - court costs,
    - less any sums the landlord owes you.

17. What are my rights if my landlord turns off the utilities without following the law? (See Texas Property Code, Section 92.008(f)(1), (2))

    If your landlord turns off utilities without following the law, you can either terminate your lease or return to the property if you'd left. You can also sue your landlord in a separate

lawsuit for:

- one month's rent plus $1,000,
- your actual damages,
- reasonable attorney's fees, and
- your court costs,
- less any rent or other sums you owe the landlord.

How to Fill Out the *Plaintiff/Tenant's Request to Restore Utility Service* Form:

1. Heading: The Clerk's office will fill in several of these.
   - *Case Number* – Leave this blank. The Clerk's office will fill in the Case Number when you file this form.
   - *Applicant Name* – Write your name. *Name of Plaintiff/Tenant(s)* – Write the name of the tenant(s) listed in the lease or the name of a person who is authorized to live in the property.
   - *Name of Defendant(s)/Landlord(s)* – Write the names of the landlord(s) or the landlord's authorized agent who illegally cut off the utilities.
   - *Precinct/Place Number* – Write in the precinct number of the justice precinct in which the Property is located. If you do not know, ask the court clerk or check the court's website.
   - *County, Texas* – Write in the name of the county in which the property is located.

2. Request to Restore Utility Service: This sentence tells the court that you are filing the lawsuit because the landlord has interrupted your utility service. You do not need to add anything to this section.
3. Information about the Property: Under Property Address, write in the address of the rental property where the utilities were shut off. Under the Defendant/Landlord's/Landlord's Authorized Agent Contact information, write in the address, phone number, email address, and fax number for the landlord or property manager.
4. Facts: Write in the approximate date that the landlord shut off your utility service. Write in any additional facts you think the court should know, such as whether it was water, gas, or electricity that was shut off, how it was shut off, who shut it off, or if there was an emergency. Attach an additional sheet of paper, if needed, but it's best to keep it short if you can, while making sure to state all the facts you think the judge needs to know.
5. Request for Relief: This section tells the judge what you are asking the court to do. You do not need to add anything to this section.
6. Declaration or Notary: In this section, you may check and complete only one section – either the declaration section or the notary section. Either way, you are declaring under penalty of perjury that everything in the Request to Restore Utility Service is true and correct.

   ☐ *Declaration* – Check this box if a notary is not available, you choose not to use a notary, or you do not want the required information in the public court record. If you choose this option, you must write your name, birthdate, and address. Sign and write the date and the county in which you signed.

Commented [TM2]: TPC 92.008(a) specifies both landlord and landlord's agent as potential bad actors. 92.0091(b) requires the tenant to specify the facts committed by landlord or landlord's agent. We presume the intent is that the tenant can sue either to have the utilities restored.

OR

☐ *Notary* – Check this box if you want to sign the Request to Restore Utility Service in front of a notary. DO NOT SIGN UNTIL YOU ARE WITH A NOTARY. Write your name and sign in front of a notary or the clerk of the court.

REMEMBER, CHECK AND COMPLETE ONLY ONE BOX.

Case Number _____
(The Clerk's office will fill in the Case Number when you file this form)

_____ In the Justice Court, Precinct___, Place____,

Name of Plaintiff(s)/Tenants

v. County Court _____

_____ _____ County, Texas

Name of Defendant/Landlord *(County Name)*

Application to Get Certain Personal Items from My Current or Former Residence
(Writ of Retrieval Application)

1. Name: My name is: _____
First *Middle* *Last*
2. Property Address: I want to get my personal items from this residential property (Residence) at:

_____
Address *City* *State* *Zip Code*

3. Occupant and Notice: The person currently living at the Residence is

_____ and can be given notice of this application at

_____
Address *City* *State* *Zip Code*

_____ _____
Phone (if known) *Fax (if any)*

_____
Email (if any)

4. Items Wanted: I understand I can only get medical records, medicine and medical supplies, clothing, child-care items, legal or financial documents, checks or bank or credit cards in my name, employment records, personal identification documents, copies of electronic records containing legal or financial documents, assistance or service dog, wireless communication devices (phones, tablets), or tools, equipment, books, and apparatus (materials, machinery) I use in my trade or profession. Of these things I am allowed to get, I specifically want: *(Attach separate sheet, if necessary)*:

_____
_____
_____
_____
_____
_____
_____
_____

5. Certification: I certify that:

   a. I cannot enter the Residence because the current occupant has denied me access to the Residence, or the current occupant poses a clear and present danger of family violence to me or my dependents.

   b. I am not prohibited from entering the Residence by an active protective order under Title 4, Family Code, a magistrate's order for emergency protection under Article 17.292, Code of Criminal Procedure, or any court order prohibiting my entry into the Residence, or otherwise prohibited by law from entering the Residence.

   c. To the best of my knowledge, I do not have an open divorce or annulment case with the current occupant of the Residence. (*If I do, I must file my request in the court where that case has been filed or transferred.*)

   d. To the best of my knowledge, the items I am requesting are not covered by the divorce or annulment decree between me and the current occupant of the Residence. (*If they are, I must file my request in the court where it was filed or transferred.*)

6. Statements: Both of these statements are true:

   a. I ONLY listed items in paragraph 4 that are: medical records, medicine and medical supplies, clothing, child-care items, legal or financial documents, checks or bank or credit cards in my name, employment records, personal identification documents, copies of electronic records containing legal or financial documents, assistance or service dog, wireless communication devices (phones, tablets), or tools, equipment, books, and apparatus (materials, machinery) I use in my trade or profession.

   b. I urgently need them because I, or someone in my care, will suffer personal harm if I am unable to get these items promptly.

7. Proof: I have attached a lease, sworn statement, or other document showing that I occupy or occupied the Residence

8. Bond: I understand that the law requires me to file a bond and the court may waive the bond requirement in situations of immediate and irreparable harm.

9. Immediate and Irreparable Harm: *Check the box if true.*

   ☐ The current occupant poses a clear and present danger of family violence to me or my dependent and the personal harm will be immediate and irreparable if the application is not granted. I am requesting a Writ of Retrieval to get my possessions without prior notice to the current occupant and that the court waive the bond requirement.

10. Requested Relief: I am requesting that the court grant my application and issue an order allowing me to enter the Residence, accompanied by a peace officer, and retrieve the personal property listed in this application. I am also asking that the court waive the bond requirement.

_____

Signature

_____

Printed Name

_____

Date

_____

Phone Number

FAQs and Instructions:
Application to Get Certain Personal Items from My Current or Former Residence

Texas Property Code, Chapter 24A

These instructions do not give legal advice and are not a substitute for the advice of a lawyer.

Use This Form If:

- ☐ You need to get certain personal items from a current or former residential property (Residence), but you have been denied access by another person with a right to live there.
- ☐ You are or were authorized to live at the Residence. For example, you were on the lease or were otherwise allowed to live there.
- ☐ You want to ask a court to help you get the items back.

Do Not Use This Form If:

- ☐ You need to get into your current Residence, but you have been denied access by your current Landlord. In that case, see the Request for Restoration of Utilities form and instructions and the Writ of Re-Entry form and instructions. (See *Texas Property Code 92.0081 and 92.009*)
- ☐ You are prohibited from entering the Residence by an active protective order under Title 4, Family Code, a magistrate's order for emergency protection under Article 17.292, Code of Criminal Procedure, or any court order prohibiting your entry into the Residence, or you are otherwise prohibited by law from entering the Residence. (See *Texas Property Code 24A.002(b)(2)(A)-(B)*)
- ☐ You are a party in a pending divorce, annulment, or other lawsuit under Title 1 of the Texas Family Code. If you are a party in a pending divorce or annulment lawsuit, you must file your request in the court where that lawsuit is pending, not a Justice Court. This form is written for use in Justice Court only.
- ☐ You have a divorce decree or an annulment decree and the items that you want to get are covered by that decree. If so, you must file your request in the court that has jurisdiction of the divorce or annulment, which is usually the same court that signed the decree. This form is written for use in Justice Court only.

General Instructions: Read these Frequently Asked Questions and the instructions for completing the Application to Get Certain Personal Items from My Current or Former Residence Form (Writ of Retrieval Application) carefully. References to Rules are to the Texas Rules of Civil Procedure, available at http://www.txcourts.gov/rules-forms/rules-standards/.

Frequently Asked Questions:

1. What does this form do?

   You can use this form to ask the Court to let you get certain personal items from a Residence where you are, or were, a resident, and a person who is authorized to live there won't let you in to get them, UNLESS:
   - You are prohibited from entering or going to the Residence by any court order, including an active protective order or a magistrate's order for emergency protection.
   - You are a party in a pending divorce, annulment, or other lawsuit under Title 1 of the Texas Family Code.
   - You have a divorce decree or an annulment decree, and the items that you want to get are covered by that decree.

2. Can I get everything I left at the Residence by using this form? See Texas Property Code Section 24A.002(b)(4).

   No. This form only applies in situations where you or your dependents may suffer personal harm if the items are not promptly retrieved. The justice court can hear your case regardless of the value of the personal item. If you need to get other items, see a lawyer.

   You can only get the following things required by you or your dependent(s):
   - medical records, medicine, and medical supplies
   - clothing
   - child-care items
   - legal or financial documents, including copies of electronic records containing legal or financial documents
   - checks, debit cards, or credit cards in your name
   - employment records
   - personal identification documents, like a driver's license or social security card
   - an "assistance animal" and "service animal" used by you or your dependent. *See* Section 121.002 of the Texas Human Resources Code ("a canine that is specially trained or equipped to help a person with a disability and that is used by a person with a disability")
   - a phone, a tablet, or any other wireless communication device owned by you or your dependent. *See* Section 545.425(a) of the Texas Transportation Code ("a device that uses a commercial mobile service, as defined by 47 U.S.C. Section 332"); or
   - tools, equipment, books, and apparatus (materials, machinery) used by the applicant in the applicant's trade or profession.

3. What if I was not on the lease?

   That's okay. You do not need to be listed on the lease. If you can show the court that you were authorized to occupy or live there, and the current occupant is denying you access to your personal items, you can use this form.

4. How do I show the Court that I was authorized to live at the Residence?

   You must attach a lease or be prepared to bring other documentary evidence to court that shows you were authorized to live at the Residence. For example, a bill or other mail sent to you at the Residence, or an email saying you're allowed to live there. A witness who provides oral evidence may not be sufficient.

5. The person at the Residence has a restraining order against me. Can I use this form?

   No. You must be able to enter the residence legally. If any court order or any law says you cannot enter the residence, you cannot use this form.

   You cannot use this form if you are prohibited from entering the Residence by an active protective order under Title 4, Family Code, a magistrate's order for emergency protection under Article 17.292, Code of Criminal Procedure, or any court order prohibiting your entry into the Residence, or you are otherwise prohibited by law from entering the Residence. (See Texas Property Code 24A.002(b)(2)(A)-(B))

6. What if I have a pending divorce or annulment case? Texas Property Code 24A.002(b)(3)(A)-(B)

   You cannot use this form if you have a pending divorce or annulment case. You must file your request in the court where your divorce or annulment case is pending. This form does not address possible issues in a pending divorce or annulment case and is written for use in Justice Court, which does not handle those matters.

7. What if the items I want are covered by my divorce decree or annulment decree, and the occupant of the property is a party in those decrees. Can I still use this form?

   You cannot use this form if the items you need to retrieve are listed in your divorce or annulment decree and the opposing party in your divorce or annulment is the occupant of the Residence where those items are located. You must file your request in the court that has jurisdiction over your divorce decree or annulment decree. This form does not address possible issues in a divorce or annulment decree and is written for use in Justice Court, which does not handle those matters.

8. Which Justice Court do I file the Application for Writ of Retrieval form in? Texas Property Code Section 24A.002(a-1)(3) and Civil Practice and Remedies Code Section 15.002(a).

   You can file in a justice court in the county where the Residence is located. However, it may be best to file in the specific precinct where the Residence is located because the justice court will order a peace officer to go with you to get your personal items, and the process of securing a peace officer may go more smoothly if the justice court and the peace officer are in the same precinct as the Residence.

9. What if I can't afford the filing fee?

   If you cannot afford the filing fee, you can ask the court to waive (eliminate) your filing fees and court costs by filling out and filing a Statement of Inability to Afford Payment of Court Costs. You can get a Statement of Inability to Afford Payment of Court Costs form by asking the justice court clerk for a copy of the form. The clerk is required to provide you the form at no cost. *See* Texas Rule of Civil Procedure 502.3(b).

10. What happens after I file my application with the court? Will I be able to get my personal items that day?

    You will not usually be able to get your items on the same day unless there is a situation as described under FAQ 13. In most cases, the judge will hold a hearing on your application the same day without the occupant present to determine if you've met all the legal requirements. If you have, the judge will set another hearing about getting your personal items and notify the occupant of the Residence of the date and time of that hearing.

11. If I make this request, will I need to post a bond? Texas Property Code Section 24A.002(c)

    Yes, unless the judge decides you don't have to post one. *See* FAQ 13.

    The judge may require you to post a bond, which is a promise you make to pay any damages and costs if you wrongfully take items, such as taking items that are not legally yours. The bond must:
    - Be payable to the occupant of the residence;
    - Be in the amount required by the judge;
    - Be signed by you and one corporate surety or at least two individual sureties;
        - A "surety" is a corporate entity authorized to issue bonds in Texas, or a private individual who guarantees payment of the bond.
        - You and each surety agree to pay all costs and damages that the judge may order be paid for wrongfully retrieving the property.
    - Be approved by the judge.

12. Is there a way to eliminate the bond? Texas Property Code Section 24A.0021(b)

    A judge can waive (eliminate) the requirement to post a bond if the judge finds at the hearing on your application to get your personal items:
    - that the occupant is a clear and present danger of family violence to you or your dependent (the occupant is likely to harm you or your dependents), and
    - the personal harm you or your dependents will suffer will be immediate and irreparable if your request is not granted (for example, the occupant might get rid of prescribed medication you need or sell tools you need for work).

13. Will the Justice Court notify the occupant and hold a hearing before I get my belongings? Texas Property Code Section 24A.0021

    Normally, yes. However, the judge may grant your request without notifying the occupant and holding a hearing if the judge finds that:
    - the occupant is a clear and present danger of family violence to you or your dependent (the occupant is likely to harm you or your dependents), and
    - the personal harm you or your dependents will suffer will be immediate and irreparable if your request is not granted (for example, the occupant might get rid of prescribed medication you need or sell tools you need for work).

    If the judge makes both findings, you might be able to get your personal items on the same day, but usually not. It can also depend on the availability of a peace officer to go with you to the Residence and other factors.

14. What happens at the hearing about getting my personal items or my dependent's personal items? Texas Property Code Section 24A.002

    You need to show the judge:
    - That you were an occupant of the Residence;
    - Evidence or testimony that the personal items are yours or your dependent's;
    - That you'll be harmed if you don't get them promptly; and
    - That you've not been allowed to get your items.

    If the judge decides in your favor, the judge will issue a writ of retrieval, which is a court order that lists the specific items that you can get from the Residence and orders an officer of the peace to go with you to the Residence to retrieve them.

15. What happens after the hearing and how do I get the personal items? Texas Property Code Section 24A.003

    The peace officer will contact you and the occupant of the Residence with the date and time that you can get the items.

You cannot go to the Residence on your own to get the items. The peace officer must go with you. It is for everyone's protection that the peace officer goes with you. It ensures that the only items removed are listed in the court order, so neither person will later be able to accuse the other of wrongdoing.

The peace officer will assist you in entering the Residence and getting the items. If the occupant is home, the peace officer will give the occupant a copy of the court order listing the items that you will be getting. If they are not at home, the peace officer can attempt to enter the Residence and is authorized to use reasonable force to enter. The decision to enter the Residence is solely up to the peace officer.

If someone interferes with an authorized attempt to enter and retrieve the property under court order, they can be charged with a crime punishable by up to 180 days jail time and up to a $2,000 fine. If the interference involves an assault or weapons, it could be greater.

Before leaving the Residence with the items, you will need to show all items you have gotten from the Residence to the peace officer, who will confirm that the items are listed in the court order and create an inventory of the items you removed. The peace officer will give a copy of the inventory to you and to the occupant of the Residence. If the occupant isn't present, the peace officer will leave a copy in a place that the occupant is likely to see it. The peace officer will also file the original inventory with the court.

16. <u>What if the current occupant of the Residence says that the items taken belong to them or their dependent</u>? Texas Property Code Section 24A.006

    The current occupant has 10 days from the date of entry to file a complaint and the court will then promptly set a hearing and decide if items were wrongfully taken.

How to Fill Out This *Application for Writ of Retrieval* Form:

1. <u>Heading</u>: The Clerk's office will fill in several of these.
    - *Case Number* – Leave this blank. The Clerk's office will fill in the Case Number when you file this form.
    - *Applicant Name* – Write your name.
    - *Precinct/Place Number* – Write in the precinct number of the justice precinct in which the Property is located. If you do not know, ask the court clerk or check the court's website.
    - *County, Texas* – Write in the name of the county in which the property is located.
2. <u>Name</u>: List your full legal name.

3. Property Address: List the address of the Residence where your items are located.

4. Occupant and Notice: List the name of the person living at the Residence who will not let you get your things. List another address where the person can be located, such as a work address or any other place that the person can be found. List the person's phone number, fax number, and email address, if you know them.

5. Items Wanted: Specifically describe the medical records, medicine and medical supplies, clothing, child-care items, legal or financial documents, checks or bank or credit cards in your name, employment records, personal identification documents, copies of electronic records containing legal or financial documents, assistance or service dog, wireless communication devices (phones, tablets), or tools, equipment, books, and apparatus (materials, machinery) I use in my trade or profession that you want. If you need more space, you can attach another sheet to the application.

6. Certifications: Read these certifications. When you sign the application form, you will be certifying that these statements are true.

7. Statements: Read these statements. When you sign the application form, you are saying that these statements are true.

8. Proof: Attach the lease or other document that shows you are or were authorized to live at the Residence. For example, a bill or other mail sent to you at the Residence, or an email saying you are allowed to live there.

9. Bond: The court will decide what the bond amount will be, if any.

10. Immediate and Irreparable Harm: Check this box if you or your dependent is in immediate danger of family violence by the current occupant and the harm to you or your dependents will be immediate and irreparable (severe) if the application is not granted. If you check this box, you will also be asking the court to allow you to get your things without giving notice to the current occupant, and that the court waive the bond requirement.

11. Relief Requested: Read this paragraph. This is what you are asking the court to do. No other action is required.

12. Signature Block: Sign the form, and print your name, date, and phone number.

13. Attachments: Attach a copy of any document(s) that show you are or were an occupant of the Residence to the form.

TENANT'S REQUEST REGARDING SECURITY DEVICES

FAQS AND INSTRUCTIONS

Texas Property Code, Chapter 92, Subchapter D

These instructions do not give legal advice and are not a substitute for the advice of a lawyer.

Use this form to:

- ☐ Ask your landlord to repair, replace, or rekey a security device, which is defined under Section 92.151 (11) of the Texas Property Code as a doorknob lock, door viewer, keyed dead bolt, keyless bolting device, sliding door handle latch, sliding door pin lock, sliding door security bar, or window latch.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at http://www.txcourts.gov/rules-forms/rules-standards/. These instructions are to be used with Tenant's Request Regarding Security Devices.

I. Frequently Asked Questions about Repairs

1. What are security devices? Texas Property Code Section 92.151(11).

   A security device is a doorknob lock, door viewer, keyed dead bolt, keyless bolting device, sliding door handle latch, sliding door pin lock, sliding door security bar, or window latch. It does not include security cameras or other similar devices. The law also applies to keypad locks.

   Smoke alarms and fire extinguishers are not a security devices and are covered by another part of the Texas Property Code.

   For security device definitions, such as a "keyless bolting device," see Texas Property Code Section 92.151.

2. What are the security devices that a landlord must provide when I move into the property? Texas Property Code Section 92.153(a).

   Your landlord is required to provide the following items in good working order by the time you move into the property:

   - a window latch on each exterior window of the property,
   - a doorknob lock or keyed dead bolt on each exterior door,
   - a keyless bolting device and a door viewer on each exterior door of the dwelling, and
   - a sliding door pin lock and a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the property.

3. Are there special requirements that my landlord must follow if my residence has an entry with a pair of doors, often known as French Doors? Texas Property Code Section 92.153(b) and 92.151(5) and (6).

   Yes. If you have French Doors, one door must meet the requirements of FAQ 1, and the other door must have:
   - a keyed dead bolt or a keyless bolting device at the top of the door that inserts into the door jam, and a keyless bolting device at the bottom of the door that inserts into the floor or at the threshold. Each bolt must be one inch or longer; or
   - bolts at the top and bottom of the door's interior edge that inserts at least ¾ inch into the top and bottom door jam.

4. Are there exceptions to which security devices are normally required at the landlord's expense? Texas Property Code Section 92.153(f) and (g).

   Yes. A landlord does not have to install a keyed dead bolt or a doorknob lock on an exterior door at the landlord's expense if, at the time the tenant agrees to lease the property:
   - at least one exterior door usable for normal entry into the property has both a keyed dead bolt and a keyless bolting device, installed in accordance with the proper height, strike plate, and throw requirements stated in Texas Property Code Section 92.154; and
   - all other exterior doors have a keyless bolting device installed in accordance with the height, strike plate, and throw requirements.

   A landlord may deactivate or not install a keyless bolting device if a tenant requests it in writing and certifies in the request that the tenant or an occupant is over 55 years of age or has a physical or mental disability. The request must be a separate document and may not be included as part of a lease agreement.

5. Does my landlord have to rekey the property when I move in? Texas Property Code Section 92.156(a).

   Yes. A landlord must rekey, at the landlord's expense, any security devices operated by a key, card, or combination, no later than the seventh day after a tenant moves in.

6. What do I do if the landlord has not installed or rekeyed a **required** security device at the landlord's expense at the beginning of the lease? Texas Property Code Sections 92.157(c), 92.164, and 92.166.

   You can ask the landlord to install it immediately or you can take one of the following steps listed below if you do not want to wait. [NOTE: If your situation involves a security device that was not required to be installed or rekeyed when you moved in as listed in FAQ 2 – 5, go to FAQ 19 for next steps.]

The tenant can:

a. **Install or rekey the security device and deduct the reasonable costs from the tenant's next rent payment if**: (See Texas Property Code Section 92.164(a)(1))

    i. The landlord hasn't:
        1. installed the required security device by the date the tenant moved in, or
        2. rekeyed the security device by the end of the seventh day from the date the tenant moved in;
    ii. The tenant notifies the landlord of the cost to install or rekey the security device at the time the tenant pays the reduced rent. See *Tenant's Notice of Deduction of Security Device Costs from Rent* below; and
    iii. Unless otherwise provided in a written lease, the tenant provides a duplicate key to the landlord for any security device that the tenant rekeys or installs to the landlord within a reasonable time after the landlord requests it in writing.

b. **Unilaterally terminate the lease without a court proceeding (meaning the lease has ended, you can move out, and you owe no future rent as of the date you move out, lease termination, or reletting fees, but you must still pay any past due rent and any amounts owed before you moved out) if**: (See Texas Property Code Section 92.164(a)(2))

    i. The tenant has already made a written request for compliance to the landlord after notifying the landlord of the problem. See the *Written Request for Compliance Regarding Required Security Devices* form that you can use for this purpose; and
    ii. After the receiving the written request for compliance, the landlord still hasn't installed or rekeyed the security device; and
    iii. The tenant terminates the lease according to the following deadlines that change depending on the circumstances and whether the lease contains text like the following language, which must be <u>underlined</u> or in **bold face**:
        - "the landlord at the landlord's expense is required to equip the dwelling, when the tenant takes possession, with certain security devices;"
        - "the landlord is not required to install a doorknob lock or keyed dead bolt at the landlord's expense if the exterior doors meet certain requirements;"
        - "the landlord is not required to install a keyless bolting device at the landlord's expense on an exterior door if the landlord is expressly required or permitted to periodically check on the well-being or health of the tenant;" and

- "the tenant has the right to install or rekey certain security device and deduct the reasonable cost from the tenant's next rent payment."

1. <u>If the lease does **not** have the same or similar language above,</u> you can terminate the lease after the 3rd day that the landlord fails to comply with your written request for compliance.

2. <u>If the lease has the same or similar language above</u>, you can terminate the lease after the 7th day that the landlord fails to comply with your written request for compliance.

3. <u>If the lease has the same or similar language above **and** the tenant has already notified the landlord of one of the following situations</u>, you can still terminate the lease after the 3rd day that the landlord fails to comply with your written request for compliance if:
    a. someone entered or tried to enter your unit without your permission, or
    b. within the last 2 months, someone entered or tried to enter another unit in your complex without permission, or a violent crime occurred in your complex.

   <u>**However**</u>, your landlord may have longer than 3 days to comply if 1) through no fault of their own, the landlord did not know of the tenant's request; 2) the materials, labor, or utilities were unavailable; or 3) a delay was caused by circumstances beyond the landlord's control, including the illness or death of the landlord or landlord's immediate family.

<u>**NOTE**</u>: While you are not required to provided notice to your landlord that you are terminating the lease due to noncompliance with security devices, it is a wise thing to do. See *Tenant's Notice of Lease Termination Regarding Security Devices* form and instructions below.

c. File a lawsuit against the landlord (See Texas Property Code Section 92.165)

i. If you file a lawsuit without sending a request for compliance, the judge may order the following:
    1. a court order directing the landlord to comply, if you are still living in the unit,
    2. the tenant's actual damages,
    3. court costs, and
    4. attorney's fees except in suits for recovery of property damages, personal injuries, or wrongful death.

ii. If you file a lawsuit after sending a request for compliance, the judge may order all of the above and the following:

1. a court order directing the landlord to bring all units into compliance, if you are still living in the unit,
2. punitive damages, if you have actual damages, and
3. a civil penalty of one month's rent plus $500

If you want the court to order these additional penalties, you cannot file a lawsuit against the landlord until after the 3rd or 7th day that the landlord fails to comply with the written request for compliance. The deadlines and requirements for filing a lawsuit after the written request for compliance are the same as the ones for termination of the lease after written request for compliance. See section b.iii. above.

7. Who do I deliver the written request for compliance to? *See* Texas Property Code 92.169.

   You must deliver the written request for compliance to the landlord, the landlord's property management, or person/entity to whom the rent is paid.

8. If I want my property rekeyed again after I move in, does the landlord have to do it? Texas Property Code Section 92.156(b).

   Yes, but you must request it and pay for it. A landlord must rekey the lock or change a security device as many times as you ask them to, but you must pay for it.

9. What if I want to add security devices that the landlord is not required to install? Texas Property Code Section 92.157(a).

   If you agree to pay for it, the landlord must install the following when requested:

   - a keyed dead bolt on an exterior door if the door has:
     - a doorknob lock, but not a keyed dead bolt; or
     - a keyless bolting device, but not a keyed dead bolt or doorknob lock; and
   - a sliding door handle latch or sliding door security bar if the door is an exterior sliding glass door and doesn't have one.

10. Does a landlord have to fix a problem with my security devices, for example, the lock on my front door stops working? Texas Property Code Section 92.158.

    Yes. During the lease, a landlord must repair or replace a security device after you notify the landlord that the security device is inoperable or in need of repair or replacement. See FAQ 4 about whether the request must be in writing.

11. Must my request for an additional security device or to fix a problem during my lease be in writing? *See* Texas Property Code Section 92.159. *See* Texas Business and Commerce Code Chapter 322 regarding electronic communications.

Only if your lease states, in underline or **boldface** print, that it must be in writing. Otherwise, you can give your request orally, but it's always a good idea to do it in writing, so you have a record of your request.

"In writing" means the document must be mailed or hand-delivered to the landlord. It may be possible to send it electronically, such as by email, text, or the landlord portal, if you and your landlord have formally agreed that this request can be made in those ways, or if you and your landlord have a practice of making security device requests in those ways.

12. Who do I deliver the request to? *See* Texas Property Code 92.169.

    You can deliver the request to the landlord, the landlord's property management, or person/entity to whom the rent is paid.

13. How long does a landlord have to comply with my request for rekeying, changing, installing, repairing, or replacing a security device? Texas Property Code Section 92.161.

    A landlord must comply with your request within a reasonable time, unless the situation involves a required security device that was not installed when you moved in or a required security device that was not rekeyed by the seventh day after you moved in. If that is the case, see FAQ 6 for deadlines.

    A reasonable time is understood to be:
    a. Within **seven days** of when the landlord receives your request, or
    b. Within **72 hours** if you inform the landlord that:
        - an unauthorized entry to your property occurred or was attempted,
        - an unauthorized entry occurred or was attempted in another unit in the multiunit complex in which your property is located within two months of the date of the request, or
        - a crime of personal violence occurred in the multiunit complex in which your property is located within two months of the date of the request; or
    c. If your landlord requires advance payment when you request that a security device be rekeyed, installed, or changed at your expense, a reasonable time is within **seven days** of when the landlord receives your payment. The landlord must meet the requirements for requesting advance payment. *See* FAQ 17.

    These reasonable time frames can be extended if the landlord did not know of your request, materials or labor or utilities were unavailable, or the delay was beyond the landlord's control, such as the illness or death of the landlord or family member.

14. Can I choose the type, brand, and manner of installation of a security device? Texas Property Code Section 92.160.

No, unless the tenant is installing or repairing the security device. See FAQ 19. Otherwise, the landlord may select the type, brand, manner of installation, and placement of a security device.

15. Can a landlord require me to pay for the repair or replacement of a security device due to normal wear and tear? Texas Property Code Section 92.162(a).

    No. A landlord cannot charge you for normal wear or tear, or other repairs or replacements of a security device the landlord is required to provide.

16. When can a landlord charge me for the repair or replacement of a security device? Texas Property Code Section 92.162(b).

    A landlord can charge a tenant for repairing or replacing a security device if there is an underlined provision in a written lease that authorizes the landlord to do so and the repair or replacement is caused by misuse or damage by the tenant, a member of the tenant's family, an occupant, or a guest, and not by normal wear and tear. The tenant has the burden of proving that the misuse or damage was caused by someone else.

17. Can a landlord require me to pay for repairs or rekeying in advance? Texas Property Code Section 92.162(c).

    Yes, but only if:
    a. a written lease authorizes the landlord to require advance payment for expenses that the tenant must pay, and
    b. the landlord notifies the tenant within a reasonable time after the tenant's request that the landlord wants to be paid before the work is performed, and:
        - The tenant is delinquent for more than 30 days on charges for repairing or replacing the security device that were misused or damaged by the tenant, a member of the tenant's family, an occupant, or a guest; or
        - The tenant requested that the landlord repair, install, change, or rekey the same security device within the last 30 days and the landlord completed that request.

18. If it is my responsibility to pay for repairs or rekeying, how much can the landlord charge me? Texas Property Code Section 92.162(d).

    The landlord cannot charge a tenant more than the total cost charged by a third-party contractor for material, labor, taxes, and extra keys. If the landlord's employees perform the work, the charge may include a reasonable amount for overhead but may not include a profit to the landlord. If management company employees perform the work, the charge may include reasonable overhead and profit but may not exceed what the management company charges for similar security devices.

19. What do I do if the landlord doesn't repair or rekey a required security device at the landlord's expense that has become inoperable or in need of replacement during the lease, or doesn't install a security device that I requested be installed at my expense? Texas Property Code Sections 92.165 and 92.166.

    The tenant can:

    a. **Install or rekey the security device and deduct the reasonable costs from the tenant's next rent payment if**:
        i. The tenant has notified the landlord of the problem. See FAQs 8 – 12; and
        ii. The landlord hasn't installed or rekeyed the security device in a reasonable amount of time. See FAQ 13; and
        iii. At the time the tenant pays the reduced rent, the tenant notifies the landlord of the cost to install or rekey the security device. See *Tenant's Notice of Deduction of Security Device Costs from Rent* below; and
        iv. Unless the lease says otherwise, the tenant gives the landlord a key to any security device that the tenant rekeys or installs within a reasonable time after the landlord asks for it in writing.

    The tenant should keep any receipts to prove the cost incurred.

    b. **Unilaterally terminate the lease without a court proceeding (meaning the lease has ended, you can move out, and you owe no future rent as of the date you move out, lease termination, or reletting fees, but you must still pay any past due rent and any amounts owed before you moved out)**. While you are not required to provide notice to your landlord that you are terminating the lease due to noncompliance with security devices, it is a wise thing to do. See *Tenant's Notice of Lease Termination Regarding Security Devices* form and instructions below.

    c. **File a lawsuit against the landlord. The judge may order the following**:
        i. Order the landlord to comply, if you are still living in the unit;
        ii. Actual damages;
        iii. If you have actual damages, you could also get punitive damages if the landlord's failure to comply is intentional, malicious, or grossly negligent;
        iv. A civil penalty of one month's rent plus $500;
        v. Court costs; and
        vi. Attorney's fees, except in suits for recovery of property damages, personal injuries, or wrongful death.

20. What happens if I want to terminate my lease or file a lawsuit, but I haven't paid for the security device or repairs that were my responsibility to pay for? *See* Texas Property Code 92.167(a) and FAQs 13 – 16.

    You cannot terminate your lease or successfully sue your landlord if you have not paid for a security device or repairs to a security device that you requested and were

required to prepay. *See* FAQ 17. It is not sufficient to pay them after a lawsuit is filed or you have terminated your lease.

21. Is the landlord's management company liable if the landlord hasn't given them the money to install, repair, or replace the security device? *See* Texas Property Code 92.167(b).

    A management company or agent of the landlord that has never held itself out as the landlord or owner of the property may have a defense against damages for failure to install or repair a security device if they have properly followed the steps outlined in Texas Property Code 92.167(b). To avoid liability, the management company must give you written notice that:

    a. States they requested money from the landlord to make the repairs or install the security device,
    b. States the landlord has not or will not give them the money to do so, and
    c. Explains the rights you have when the landlord has failed to comply with the request.

    If you receive the above notice from the management company, you can terminate the lease or exercise your rights listed in FAQ 19. *See* Texas Property Code 92.168.

22. What if I can't afford the fee to file a lawsuit?

    If you cannot afford the filing fee, you can ask the court to waive (eliminate) your filing fees and court costs by filling out and filing a Statement of Inability to Afford Payment of Court Costs. You can get a Statement of Inability to Afford Payment of Court Costs form by asking the justice court clerk for a copy of the form. The clerk is required to provide you with the form at no cost. *See* Texas Rule of Civil Procedure 502.3(b).

II. **Instructions for Completing the Security Devices Form**:

A. Tenant's Request Regarding Security Devices Form

Use this form to ask the landlord to install, replace, rekey or repair a required security device at the landlord's expense that has become inoperable or that you want to be installed at your expense. See FAQs 8-19.

1. **To:** Write the name of the landlord, manager, or agent in the blank.
2. **Landlord, Manager, or Agent Address:** Write the street address, unit number (if any), city, state, and zip code of the person you pay rent to or the place where your rent is normally paid.
3. **From: Write** your name in the blank.

4. **Property Address:** Write the street address, unit number (if any), city, state, and zip code of the rental property of the tenant.
5. **Security Devices:** Describe in detail the required security devices that you want the landlord to install, replace, rekey, or repair at the landlord's expense that have become inoperable or that you want to be installed at your expense. Read the FAQs to understand what your rights are and which devices the landlord is required to install, which devices the landlord must pay for, and which devices you must pay for.
6. **Notice of Unauthorized Entry, Attempted Entry, or Violent Crime**: Check any box that applies to your situation. If you have notified the landlord that one of the situations has occurred, the landlord must comply on or before the third day that the notice is received. See FAQ 6.
7. **Request Deadlines:** Read this section and FAQ 13 on when the landlord must complete the request.
8. **Method of Delivery:** Check the box to indicate how you will give this request form to your landlord, manager, or agent. If you plan to give the form by another delivery method, write in how you will do so.
9. **Tenant's Signature and Address Block**:
    - **Tenant's Signature:** Sign your name. If you're completing the form for the tenant, the tenant must sign their name.
    - **Tenant Name:** Write in the name of the tenant in the blank.
    - **Address, City, State, and Zip Code:** Write the address, unit number (if any), city, state, and zip code where the tenant currently lives in these blanks.
    - **Phone Number:** Write in the Tenant's phone number.
    - **Email Address:** Write in the Tenant's email address if it is frequently checked. The landlord may send a response, so it needs to be checked frequently.
    - **Date:** Write in the date that you complete the form.
10. **Make a Copy for Your Records!**

B. <u>Tenant's Notice of Deduction of Security Device Costs from Rent Form</u>

Use this form if you want to deduct the security device costs from your rent and the landlord:

a. *Has not installed, repaired, replaced, or rekeyed a required security device at the beginning of the lease, or*
b. *Has not, within a reasonable amount of time, installed, repaired, replaced, or rekeyed a required device that you notified the landlord has become inoperable during the lease or that you requested be installed at your expense.*

1. **To:** Write the name of the landlord, manager, or agent in the blank.

2. **Landlord, Manager, or Agent Address:** Write the street address, unit number (if any), city, state, and zip code of the person you pay rent to or the place where your rent is normally paid.
3. **From: Write** your name in the blank.
4. **Property Address:** Write the street address, unit number (if any), city, state, and zip code of the rental property of the tenant.
5. **Reason for Rent Deduction**: Check the appropriate box for your situation. See information in FAQs 2-6 for the first box and FAQs 8-19 for the second box.
6. **Deducted Costs:** List the amount of money you have spent installing, repairing, replacing, or rekeying a required security device that the landlord did not at the beginning of the lease or did not, within a reasonable time, install, repair, replace, or rekey after you notified the landlord that it became inoperable during the lease or that you requested be installed at your expense. *See* FAQs 6, 19-21. Gather all receipts and add up the amounts, including sales tax, you have spent on materials, extra keys, and labor. Write the total for each category and the total amount spent in the blanks provided.
7. **Method of Delivery:** Check the box to indicate how you will give this request form to your landlord, manager, or agent. If you plan to deliver the form by another method, write in how you will do so.
8. **Tenant's Signature and Address Block**:
    - **Tenant's Signature: Sign** your name. If you're completing the form for the tenant, the tenant must sign their name.
    - **Tenant Name: Write** in the name of the tenant in the blank.
    - **Address, City, State, and Zip Code: Write** the address, unit number (if any), city, state, and zip code where the tenant currently lives in these blanks.
    - **Phone Number: Write** in the Tenant's phone number.
    - **Email Address: Write** in the Tenant's email address if it is frequently checked. The landlord may send a response, so it needs to be checked frequently.
    - **Date:** Write in the date that you complete the form.
9. **Make a Copy for Your Records!**

C. Tenant's Request for Compliance Regarding Security Device Form

Use this form if the landlord has not installed, repaired, replaced, or rekeyed a required security device at the beginning of the lease and you want to the landlord to fix the situation.

1. **To:** Write the name of the landlord, manager, or agent in the blank.

2. **Landlord, Manager, or Agent Address:** Write the street address, unit number (if any), city, state, and zip code of the person you pay rent to or the place where your rent is normally paid.
3. **From:** Write your name in the blank.
4. **Property Address:** Write the street address, unit number (if any), city, state, and zip code of the rental property of the tenant.
5. **Request to Comply:** Describe in detail the security devices you need installed, replaced, rekeyed, or repaired. You are asking the landlord to install, replace, rekey, or repair a required security device(s) that should have been done at the beginning of the lease and telling the landlord that you may exercise your rights under the Texas Property Code if they do not do so. Read the FAQs 1-6 to understand what your rights are, which devices the landlord is required to install, which devices the landlord must pay for, and which devices you must pay for.
6. **Notice of Unauthorized Entry, Attempted Entry, or Violent Crime**: Check any box that applies to your situation. If you have notified the landlord that one of the situations has occurred, the landlord must comply on or before the third day that the notice is received. See FAQ 6.
7. **Method of Delivery:** Check the box to indicate how you will give this request form to your landlord, manager, or agent. If you plan to give the form by another delivery method, write in how you will do so.
8. **Tenant's Signature and Address Block**:
    - **Tenant's Signature:** Sign your name. If you're completing the form for the tenant, the tenant must sign their name.
    - **Tenant Name:** Write in the name of the tenant in the blank.
    - **Address, City, State, and Zip Code:** Write the address, unit number (if any), city, state, and zip code where the tenant currently lives in these blanks.
    - **Phone Number:** Write in the Tenant's phone number.
    - **Email Address:** Write in the Tenant's email address if it is frequently checked. The landlord may send a response, so it needs to be checked frequently.
    - **Date:** Write in the date that you complete the form.
9. **Make a Copy for Your Records!**

D. Tenant's Notice of Lease Termination Regarding Security Device Form

Use this form if the landlord has not installed, repaired, replaced, or rekeyed a required security device at the beginning of the lease or has not, within a reasonable amount of time, installed, repaired, replaced, or rekeyed a required device that you notified the landlord has become inoperable during the lease or requested be installed at your

expense and you want to terminate your lease. See FAQ 6 or 19, depending on your situation.

1. **To:** Write the name of the landlord, manager, or agent in the blank.
2. **Landlord, Manager, or Agent Address:** Write the street address, unit number (if any), city, state, and zip code of the person you pay rent to or the place where your rent is normally paid.
3. **From: Write** your name in the blank.
4. **Property Address:** Write the street address, unit number (if any), city, state, and zip code of the rental property of the tenant.
5. **Notice of Termination:** At this point, one of the following two things should have happened:
    a. Your landlord did not install, repair, replace, or rekey a required security device at their expense at the beginning of the lease and everything listed under FAQ 6b has happened, including providing the landlord with a written request for compliance. See Section 92.164 and 92.153, Texas Property Code; or
    b. You made a request regarding a security device and your landlord did not, within a reasonable amount of time, install, repair, replace, or rekey a required security device that has become inoperable during the lease. See Section 92.164 and 92.153, Texas Property Code; or
    c. You properly requested that a security device be installed at your expense, which you prepaid if required and provided notice to the landlord, and your landlord did not, within a reasonable amount of time, install it. See Section 92.164 and 92.156, Texas Property Code.
    See FAQ 19b and *Tenant's Request Regarding Security Device* form below.
6. **Forwarding Address**: Write in the address you want the landlord to send any refund of rent and security deposit you are owed.
7. **Method of Delivery:** Check the box to indicate how you will give this request form to your landlord, manager, or agent. If you plan to give the form by another delivery method, write in how you will do so.
8. **Tenant's Signature and Address Block**:
    - **Tenant's Signature:** Sign your name. If you're completing the form for the tenant, the tenant must sign their name.
    - **Tenant Name:** Write in the name of the tenant in the blank.
    - **Address, City, State, and Zip Code:** Write the address, unit number (if any), city, state, and zip code where the tenant currently lives in these blanks.
    - **Phone Number:** Write in the Tenant's phone number.

- **Email Address:** Write in the Tenant's email address if it is frequently checked. The landlord may send a response, so it needs to be checked frequently.
- **Date:** Write in the date that you complete the form.

9. **Make a Copy for Your Records!**

To: Landlord, Manager, or Agent _____

Landlord, Manager, or Agent address:

_____

From: Tenant _____

Property Address:

_____

Security Devices: I ask you to install, replace, rekey, or repair the following security devices:

_____

_____

_____

_____

_____

Notice of Unauthorized Entry, Attempted Entry, or Violent Crime: [Check any that apply]

- ☐ Someone entered or tried to enter my unit/residence without my permission.
- ☐ Someone entered or tried to enter another unit in the complex without permission within the last two months.
- ☐ A violent crime occurred in the complex within the last two months.

Request Deadlines:

I ask that you comply with my request within **seven days** of receiving this request or within **seventy-two hours** if one of the boxes is checked above under Notice of Unauthorized Entry, Attempted Entry, or Violent Crime.

If this request requires me to pay for rekeying, installing, or changing a security device, I ask that you comply within **seven days** of receiving my payment.

If you do not comply within the required timeframe, I may exercise my rights under the Texas Property Code, which may include terminating my lease, installing and deducting the reasonable

cost from the rent, and suing for actual and punitive damages, civil penalties, court costs, and attorney's fees. Texas Property Code 92.164-166.

Thank you for your prompt attention to my request.

Tenant: Complete this information on how you will deliver this letter to the landlord, manager, or agent:

Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid: (*Check applicable box. **Keep a copy of this request**.)*

☐ Hand Delivery
☐ First Class Mail
☐ Certified Mail, Return Receipt (*If you have questions, ask Post Office; keep tracking number.)*
☐ Other Method of Delivery, if allowed by lease: _____

_____
Tenant Signature

_____
Tenant Name

_____
Address

_____
City, State, Zip Code

_____
Phone Number

_____
Email Address, if you check it frequently

_____
Date

To: Landlord, Manager, or Agent _____

Landlord, Manager, or Agent address:

_____

From: Tenant _____

Property Address:

_____

Reason for Rent Deductions: This is my notification to you that I have deducted from my rent the costs for installing, repairing, replacing, or rekeying a security device because: [*Check one*]

- ☐ You have not installed or rekeyed a required security device at your expense at the beginning of the lease.
- ☐ You have not repaired or rekeyed a required security device at your expense that became inoperable or needs replacement during the lease, or you haven't installed a security device that I requested be installed at my expense.

Deducted Costs: **I** have deducted the following reasonable costs (attached copy of receipts or other documentation, if available):

Materials, including tax:	$_____
Extra Keys, including tax:	$_____
Labor:	$_____
Total Amount:	$_____

Tenant: Complete this information on how you will deliver this letter to the landlord, manager, or agent:

Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid: (*Check applicable box. **Keep a copy of this request**.)*

- ☐ Hand Delivery
- ☐ First Class Mail
- ☐ Certified Mail, Return Receipt (*If you have questions, ask Post Office; keep tracking number.)*
- ☐ Other Method of Delivery, if allowed by lease: _____

_____

Tenant Signature

_____

Tenant Name

_____

Address

_____

City, State, Zip Code

_____

Phone Number

_____

Email Address, if you check it frequently

_____

Date

To: Landlord, Manager, or Agent _____

Landlord, Manager, or Agent Address:

_____

From: Tenant _____

Property Address:

_____
(Address, City, State, and Zip Code)

Request to Comply: The following required security devices were not installed when I moved in and/or the required security devices were not rekeyed by the end of the seventh day from the date I moved in:

_____

_____

_____

_____

_____

Please make the requested changes within the appropriate 3-day or 7-day timeframes as set forth in Texas Property Code Section 92.164. If you do not comply, I may exercise my rights under the Texas Property Code, which may include terminating my lease, installing and deducting the reasonable cost from the rent, and suing for actual and punitive damages, civil penalties, court costs, and attorney's fees. Texas Property Code Sections 92.164 and 92.166.

Notice of Unauthorized Entry, Attempted Entry, or Violent Crime: [Check any that apply]

- ☐ Someone entered or tried to enter my unit/residence without my permission.
- ☐ Someone entered or tried to enter another unit in the complex without permission within the last two months.
- ☐ A violent crime occurred in the complex within the last two months.

Tenant: Complete this information on how you will deliver this letter to the landlord, manager, or agent:

Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid: [Check applicable box. **Keep a copy of this request**.]

☐ Hand Delivery

☐ First Class Mail

☐ Certified Mail, Return Receipt (*If you have questions, ask Post Office; keep tracking number.)*

☐ Other Method of Delivery, if allowed by lease: _____

_____

Tenant Signature

_____

Tenant Name

_____

Address

_____

City, State, Zip Code

_____

Phone Number

_____

Email Address, if you check it frequently

_____

Date

To: Landlord, Manager, or Agent _____

Landlord, Manager, or Agent Address:

_____

From: Tenant _____

Property Address:

_____
(Address, City, State, and Zip Code)

Notice of Termination: After giving all notices and taking all actions required under the Texas Property Code regarding security devices, I am terminating my lease. I am terminating my lease and vacating (or have already vacated) the property on the following month, day, and year: _____. *See the Security Devices FAQs and Sections 92.151 – 92.170 of the Texas Property Code.*

Forwarding Address: Please send my security deposit and a refund of rent I paid for the days I will not occupy the property to the following forwarding address: *(Address, City, State, and Zip Code)*

_____

_____.

Method of Delivery to Landlord, Manager, or Agent Where Rent is Regularly Paid: (*Check applicable box. **Keep a copy of this request**.)*

☐ Hand Delivery
☐ First Class Mail
☐ Certified Mail, Return Receipt (*If you have questions, ask Post Office; keep tracking number.)*
☐ Other Method of Delivery: _____

_____
Tenant Signature

_____
Tenant Name

_____

Address

_____

City, State, Zip Code

_____

Phone Number

_____

Email Address, if you check it frequently

_____

Date

201 West 14th Street Post Office Box 12248 Austin TX 78711
Telephone: 512/463-1312 Facsimile: 512/463-1365

April 9, 2026

Chief Justice Tracy E. Christopher
Chair, Supreme Court Advisory Committee
14th Court of Appeals
301 Fannin, Room 245
Houston, Texas 77002

Re: Referral of Rules Issues

Dear Chief Justice Christopher:

The Supreme Court asks the Committee to study and make recommendations on the following matters.

Texas Rule of Appellate Procedure 53.7. Rule 53.7(c) provides that, if a party timely files a petition for review under Rule 53.7(a), "any other party required to file a petition may do so within 45 days after the last timely motion for rehearing or en banc reconsideration is overruled or within 30 days after any preceding petition is filed, whichever is later." Three types of petitions are frequently filed under Rule 53.7(c): (1) petitions filed by parties on the same side as the initial petitioner; (2) petitions filed by opposing parties who want to alter the court of appeals' judgment independently of whether the Court considers the initial petition; and (3) conditional petitions filed by opposing parties who only want to alter the judgment if the Court considers the initial petition. The Committee should study whether Rule 53.7 should be amended to require that petition types (1) and (2) be filed by the deadline in Rule 53.7(a). The Committee should also study whether to tie the deadline for petition type (3) to the response, given that response deadlines are now not set until a response is ordered. The Committee should draft any recommended amendments and be prepared to discuss at the June 5, 2026, meeting.

Finality of Judgment. The Committee should study and draft any recommended rule amendments that would provide certainty about when a judgment is final and appealable.

Release of Judgment Kit. On March 12, 2026, the Landlord-Tenant Forms Task Force submitted a proposed kit of forms to assist tenants in securing a release of judgment. The Committee should review and make recommendations.

As always, the Court is grateful for the Committee's counsel and your leadership.

Sincerely,

Jane N. Bland
Justice

Attachments

cc: Hon. Jimmy Blacklock, Chief Justice
Hon. Evan Young, Deputy Liaison, Supreme Court Advisory Committee
Marcy Hogan Greer, Vice-Chair, Supreme Court Advisory Committee
Jackie Daumerie, Rules Attorney

FAQs and INSTRUCTIONS
How to Get Released from a Judgment Against You
Section 52.005 of the Texas Property Code and
Section 31.008 of the Texas Civil Practice and Remedies Code

For 1) *Release of Judgment by Creditor* Form, 2) *Letter Notice of Judgment to Creditor* Form, 3) *Request for Release of Judgment and Supporting Affidavit* form, 4) *Request for Hearing and Release of Judgment and Supporting Affidavit* form, 5) *Release of Judgment by Court* Form

These instructions do not give legal advice and are not a substitute for the advice of a lawyer.

Use These Forms If:

- You want to ensure that a debt you were ordered to pay by a court (a judgment debt) does not negatively affect your credit or ability to rent an apartment or get a loan.
- You can pay off a judgment against you and the person/entity with the judgment against you agrees to sign a release of the judgment, or
- You can pay off a judgment against you but you cannot find the person/entity to make the payment, or
- You can pay off a judgment against you but the person/entity with the judgment against you will not accept the money to pay off the judgment or wants more money than the amount you owe, or
- You paid off the judgment against you but the person/entity that accepted the money refuses to sign a release of judgment.

Do Not Use These Forms If:

- You are not able to pay off the judgment against you, or
- You have not already paid off the judgment against you.

General Instructions: Read these Frequently Asked Questions and the instructions for completing the forms. References to Rules are to the Texas Rules of Civil Procedure, available at http://www.txCourts.gov/rules-forms/rules-standards/.

I. Frequently Asked Questions (FAQs) about Releasing Judgments:

1. What is a release of judgment?

   A release of judgment is a legal document filed with the court stating that a person who has paid the entire judgment amount, including any fees and interest, owed to the other party, and has been released from the debt.

   For example: A court ordered you to pay $2,500 in unpaid rent, court fees, and accrued interest to your landlord. You pay the entire amount to the landlord, and the landlord signs a

release of judgment confirming that you no longer owe that amount. You file the signed release of judgment with the court to officially show you have paid off that debt.

2. Why should I get a release of judgment?

   Unless you get a release of judgment, the debt will still show up on your credit report as unpaid and negatively affect your ability to rent apartments, get loans, and get new credit, even if you've paid it off. A signed release of judgment shows that you no longer owe the judgment, and your credit report should show that it no longer needs to be paid. If your credit report continues to show the debt after you get the release of judgment, send a copy of the release of judgment to the credit reporting agency. The agency must update your credit report to show that the debt has been paid and released.

3. How do I get a release of judgment?

   The easiest way to get a release of judgment is to pay the judgment owed and have the creditor sign a release of judgment.

   - You can complete the Release of Judgment by Creditor form in this packet and ask the creditor to sign it. Most creditors will sign them. See Section II below for instructions on completing this *Release of Judgment by Creditor* form.
   - After the judgment creditor or their agent notarizes or signs the *Release of Judgment by Creditor* under penalty of perjury, bring the original and a copy to the court where the judgment was issued. File the original *Release of Judgment by Creditor*, ask the clerk to file-stamp the copy, and keep it for your records.
   - See FAQ 8 for where to send a copy of the release of judgment.

   If you've paid the judgment in full but the creditor refuses to sign a release, or you don't know where the creditor is, see FAQs 5 and 6.

   If you want to pay the judgment in full now, and

   a. You believe the creditor will sign a release of judgment, see FAQ 4;
   b. You don't know where the creditor is located, see FAQs 5 and 6; or
   c. The creditor refuses to sign a release when you make the final payment, see FAQs 5, 6, and 7; or
   d. The creditor refuses to accept your payment, see FAQ 5, 6, and 7.

4. I want to pay the judgment in full and get the creditor to sign a release of judgment. What do I do? Texas Property Code, Section 52.005.

   - Get a copy of the judgment from the court that issued it, so you know exactly how much is owed, which includes the judgment amount and may include court costs and interest owed up to the date you pay the debt.

- Ask the person/entity that you owe the judgment to (also known as a judgment creditor) or their agent or attorney, to sign the *Release of Judgment by Creditor* form in this packet stating that the judgment has been paid in full.
- When you make the payment, make sure to specify that the payment is for the judgment owed, not for charges not listed in the judgment.
- After the judgment creditor or their agent notarizes or signs the *Release of Judgment by Creditor* under penalty of perjury, bring the original and a copy to the court where the judgment was issued.
- File the original *Release of Judgment by Creditor*, ask the clerk to file-stamp the copy, and keep it for your records.

See Section II below for instructions on completing this *Release of Judgment by Creditor* form.

5. <u>What do I do first if the creditor refuses to sign a release, refuses to accept my payment, or I don't know where they are</u>? Texas Civil Practice and Remedies Code, Section 31.008.

- Get a copy of the judgment from the Court that issued it, so you know exactly how much is owed.
- Send a letter to the person/entity with the judgment against you, also known as the judgment creditor, to notify them that you have paid the judgment or you want to pay the judgment in full. If you have it, include information on the date payment was made, how much was paid on each date, and who you paid. You can use the *Letter Notice of Judgement to Creditor* form in this packet if you wish. You must send the letter by certified or registered mail, return receipt requested to each of the following addresses:
  - The judgment creditor's last known address;
  - The address listed in the judgment creditor's pleadings or other court records **if it is different than the last known address**;
  - The address of the judgment creditor's last attorney, **if any**, listed in the creditor's pleadings or other court records; and
  - The address of the judgment creditor's last attorney, **if any**, listed in the State Bar of Texas's records (www.texasbar.com or (800) 204-2222), **if that address is different from the addresses listed in the creditor's pleadings or other Court records**.
- Wait 15 days from the day you mail the *Letter Notice of Judgment to Creditor* form.
  - If the judgment creditor responds, agrees to accept the money in payment for the judgment, and signs the *Release of Judgment by Creditor* form, you can file that with the court. *See* FAQ 3.
  - If the judgment creditor does not respond, go to FAQ 6.
  - If the judgment creditor either refuses to accept payment or accepts payment and refuses to sign a release, go to FAQ 7.

6. I sent the required notice(s) to the judgment creditor, but they did not respond in 15 days. What do I do now to get a release of judgment? Texas Civil Practice and Remedies Code, Section 31.008.

   If the creditor has not responded on or before the 15th day after you sent the notices in FAQ 5, you will need to file an affidavit and the documents listed below in the court where the judgment was issued.

   You can use the *Request for Release of Judgment and Supporting Affidavit* form in this packet for your affidavit, if you wish. In your affidavit, state the following:

   a. You sent a letter by certified mail, return receipt requested, to the required addresses listed in FAQ 5 notifying the judgment creditor that you have paid or want to pay the judgment in full. See the *Letter Notice of Judgment to Creditor* form;
   b. The judgment creditor did not respond on or before the 15th day after you sent the notice,
   c. You do not know another location where the judgment creditor can be reached, and
   d. You want to be released from the judgment.

   Along with your affidavit, you will need the following attachments:
   - The original judgment (if you have it, not required),
   - A copy or copies of the letters you sent by certified mail, return receipt requested, as indicated in FAQ 5 (if you have them, not required), and
   - A proposed release of judgment, which should include the cause number, the court, the parties, the date of judgment, the amount of judgment, the amount paid into the Court, and the date of the release. This document is required. You can use the *Release of Judgment by Court* form in this packet for this purpose, if you wish.

   Bring your original signed request for release of judgment affidavit and all attachments, and a copy of each, to the court where the judgment was issued. File the original and attachments. Ask the clerk to file-stamp the copies and keep them for your records.

   If you have not yet paid the judgment in full, you will need to pay the judgment into the court registry. Ask the court how you can do this.

   If you have already paid the judgment in full to the creditor or have paid the judgment amount into the court registry, the court should decide if it can issue a release of judgment on its own or if it will require a hearing. Make sure to ask what that court's process is. If the court requires a hearing, you should:
   - Go to the hearing,
   - Ask the judge for the release of judgment,
   - Provide the court with copies of the notification letters you sent to the creditor and the judgment creditor did not respond on or before the 15th day after you mailed them,

- Provide proof of payment to the judgment creditor, including any payment to the court registry,
- Provide any other relevant evidence, and
- Make sure to ask the court when you will get a signed copy of the Release of Judgment, which serves as proof that you paid the judgment and is important to keep for your records.

7. I sent the required notice(s) to the judgment creditor, but they refuse to sign a release of judgment after I've paid the debt in full, or they won't accept my payment. What do I do? Texas Civil Practice and Remedies Code, Section 31.008.

   If the judgment creditor either refuses to accept your payment or refuses to sign a release of judgment, and you sent the notices required in FAQ 5, you should file a request for a hearing and an affidavit with the court where the judgment was issued, stating that:

   a. You sent the required letter notices to the judgment creditor, like the *Letter Notice of Judgment to Creditor* form,
   b. The judgment creditor was not responsive to the notice because they refused to accept your payment, or accepted your payment and refused to sign a release of judgment, and
   c. State which of these three situations applies to you:
      i) You do not know the location of the judgment creditor, or
      ii) you do know the location of the judgment creditor, but they refused to accept your payment, or
      iii) the creditor accepted your payment and refused to sign a release of judgment.

   You can use the *Request for Hearing and Release of Judgment and Supporting Affidavit* form for your affidavit, if you wish. You need to include the following:

   - The original judgment (if you have it, not required),
   - A copy or copies of the letters you sent by certified mail, return receipt requested, as indicated in FAQ 5 (if you have them, not required), and
   - A proposed release of judgment, which should include the cause number, the court, the parties, the date of judgment, the amount of judgment, the amount paid into the Court, and the date of the release. This document is required. You can use the *Release of Judgment by Court* form in this packet for this purpose, if you wish.

   Bring your original signed request for release of judgment affidavit and all attachments, and a copy of each, to the court where the judgment was issued. File the original and attachments. Ask the clerk to file-stamp the copies and keep them for your records.

   If you have not yet paid the judgment in full, you will need to pay the remaining judgment into the court registry. Ask the court how you can do this.

If you have already paid the judgment in full to the creditor or have paid the judgment amount into the court registry, the court should decide if it can issue a release of judgment on its own or if it requires a hearing. Make sure to ask what that court's process is.

If the court requires a hearing, you should:

- Go to the hearing,
- Ask the judge for the release of judgment,
- Provide the court with copies of the notification letters you sent to the creditor,
- Provide proof of payment to the judgment creditor, and
- Provide any other relevant evidence.

If the court determines that you complied with all the requirements and have paid the judgment in full, the court should sign a release of judgment. You can fill out and submit the *Release of Judgment by Court* form in this packet for the court's consideration. Make sure to ask the court when you will get a signed copy of the Release of Judgment, which serves as proof that you paid the judgment and is important to keep for your records.

8. What do I do with the Release of Judgment once I get it?
    a. Send a copy of the Release of Judgment to anyone who thinks you owe this debt. For example, you may have paid the person you owed, but they sent the debt to a debt collector that is now contacting you for payment. The Release of Judgment releases all amounts in the case, including interest, and you no longer owe any amounts related to that case.
    b. Send a copy of the Release of Judgment to any credit reporting agencies or tenant screening agencies that are listing the judgment.
    c. If an abstract of judgment has been filed in the deed records, record a certified copy of the Release of Judgment in the deed records at the county clerk's office in the county where the judgment was issued and in any county where an abstract of judgment was filed. An abstract of judgment is a document filed in the county clerk's office that gives notice of the judgment. Even if an abstract of judgment has not been filed, it is recommended that you file the Release of Judgment in the deed records of the county where the judgment was issued to avoid a problem with buying or selling real property in the future.

9. What if I can't afford the filing fee?

    If you cannot afford the filing fee, you can ask the court to waive (eliminate) your filing fees and court costs by filling out and filing a Statement of Inability to Afford Payment of Court Costs. You can get a Statement of Inability to Afford Payment of Court Costs form by asking the justice court clerk for a copy of the form. The clerk is required to provide you the form at no cost. *See* Texas Rule of Civil Procedure 502.3(b).

II. **Instructions for the *Release of Judgment by Creditor* form**:

Heading:

- *Case Number* – Fill in the Case Number assigned to your case.
- *Name of Plaintiff/Creditor* – Write the name of the Plaintiff/Creditor who filed the case.
- *Name of Defendant/Debtor* – Write your name.
- *Precinct/Court Number* – Write in the number of the justice court precinct or county court.
- *County, Texas* – Write in the name of the county in which the case is located.

1. Fill in the date that the judge signed the judgment.
2. In the signature block, fill in the name of the plaintiff/creditor and their address, phone number and email address, and have the plaintiff/creditor or their agent sign it.
3. Declaration/Affidavit: The plaintiff/creditor needs to check and fill out **ONLY ONE** box.
    - Declaration Box: If the plaintiff/creditor checks and fills out the Declaration box, they will need to list their address and date of birth but will not need to sign the form in front of a notary public. If they do not want to list their address or date of birth for privacy or safety concerns, they will need to take the form and photo identification, and fill out the Notary box in front of a notary public.
    - Notary: If the plaintiff/creditor plans to use a notary public, make sure they do not sign it until a notary can watch them sign the form. If they do sign it beforehand, they will need to complete a new form. They need to remember to bring their photo identification too.

III. Instructions for *Letter Notice of Judgment to Creditor* Form

1. Fill in all requested addresses for the judgment creditor and the judgment creditor's attorney, as known. Check the appropriate box showing how you mailed the letter. See FAQ 5 for more details.
2. Fill in your name and address.
3. Look at the judgment and use the information on the judgment to complete all the blanks in this section. Some judgments may not specify the amount of court costs or the post-judgment interest rate. If not, do not fill in those blanks.
4. List any additional details that you want the creditor to know. If you need more room, attach another page.

IV. Instructions for *Request for Release of Judgment and Supporting Affidavit* Form

Heading:

- *Case Number* – Fill in the Case Number assigned to your case.
- *Name of Plaintiff/Creditor* – Write the name of the Plaintiff/Creditor who filed the case.
- *Name of Defendant/Debtor* – Write your name.

- *Precinct/Court Number* – Write in the number of the justice court precinct or county court.
- *County, Texas* – Write in the name of the county in which the case is located.

2. Fill in your name. Look at the judgment to complete the rest of the blanks in this section. If you have a copy of the judgment, attach a copy of it.
3. Fill in date that you sent the *Letter Notice of Judgment Creditor* to the judgment creditor and all other requested information, if known. Attach a copy of the letter. See FAQ 5 for details.
4. Make sure that it has been at least 15 days since you sent the Letter Notice of Judgment Creditor to the judgment creditor before you file this Request for Release of Judgment and Supporting affidavit with the court.
5. List any additional details that you want the court to know. If you need more room, attach another page.
6. Find the *Release of Judgment by Court* form in this packet, fill out the header section, and attach a copy for the judge to consider signing.
7. Fill in your name, address, phone number, and email address.
8. Declaration/Affidavit: Check and fill out **ONLY ONE** box.
    - Declaration Box: If you fill out the Declaration box, you will need to list your address and date of birth but will not need to sign the form in front of a notary public. If you do not want to list your address or date of birth for privacy or safety concerns, you will need to take the form and photo identification, and fill out the Notary box in front of a notary public.
    - Notary: If you plan to use a notary public, make sure you do not sign it until a notary can watch you sign the form. If you do sign it beforehand, you will need to complete a new form. Remember to bring your photo identification too.
9. You should have two attachments to this form (the Letter Notice of Judgment Creditor and the Release of Judgment by Court), but if you include a copy of the judgment, you will have three attachments.

V. Instructions for *Request for Hearing and Release of Judgment and Supporting Affidavit* Form

Heading:

- *Case Number* – Fill in the Case Number assigned to your case.
- *Name of Plaintiff/Creditor* – Write the name of the Plaintiff/Creditor who filed the case.
- *Name of Defendant/Debtor* – Write your name.
- *Precinct/Court Number* – Write in the number of the justice court precinct or county court.
- *County, Texas* – Write in the name of the county in which the case is located.

1. Fill in your name. Look at the judgment to complete the rest of the blanks in this section. If you have a copy of the judgment, attach a copy of it.

2. Check the box that applies to your situation.
3. The section asks the court to set a hearing. You need to contact the court to set up a hearing date.
4. Fill in the date that you sent the *Letter Notice of Judgment Creditor* to the judgment creditor and all other requested information, if known. Attach a copy of the letter. See FAQ 5 for details.
5. List any additional details that you want the court to know. If you need more room, attach another page.
6. Fill out the header section of the *Release of Judgment by Court* form and attach a copy.
7. Fill in your name, address, phone number, and email address.
8. Declaration/Affidavit: Check and fill out **ONLY ONE** box.
    - Declaration Box: If you fill out the Declaration box, you will need to list your address and date of birth but will not need to sign the form in front of a notary public. If you do not want to list your address or date of birth for privacy or safety concerns, you will need to take the form and photo identification, and fill out the Notary box in front of a notary public.
    - Notary: If you plan to use a notary public, make sure you do not sign it until a notary can watch you sign the form. If you do sign it beforehand, you will need to complete a new form. Remember to bring your photo identification too.
9. You should have two attachments to this form (the Letter Notice of Judgment Creditor and the Release of Judgment by Court), but if you include a copy of the judgment, you will have three attachments.

VI. Instructions for *Release of Judgment by Court Under Texas Civil Practice and Remedy Code, Section 31.008* Form

Heading:

- *Case Number* – Fill in the Case Number assigned to your case.
- *Name of Plaintiff/Creditor* – Write the name of the Plaintiff/Creditor who filed the case.
- *Name of Defendant/Debtor* – Write your name.
- *Precinct/Court Number* – Write in the number of the justice court precinct or county court.
- *County, Texas* – Write in the name of the county in which the case is located.

1. If you file either one of these documents with the court, attach this *Release of Judgment by Court* form :
    - The *Request for Release of Judgment and Supporting Affidavit*, or
    - The *Request for Hearing and Release of Judgment and Supporting Affidavit*.

Case Number_____

_____
Name of Plaintiff/Creditor

vs.

_____
Name of Defendant(s)/Debtor

In the *(Check one))*
☐ Justice Court, Precinct _____
☐ County Court, Number_____

_____ County, Texas
(County Name)

Release of Judgment by Creditor

1. I am the Plaintiff or agent or attorney of record in this case. A judgment was entered on _____ (*month, day, year*) in this case.

2. I fully and completely release the judgment in this case. Defendant or Defendants are released from any obligations in the judgment, including all sums, fees, interest, and any other costs owed under the judgment. I also release any Defendants and their heirs or assigns from all liens or any Abstract of Judgment issued in this case.

_____
Plaintiff or Agent Signature

_____
Plaintiff or Agent Name

_____
Address

_____
City, State, Zip Code

_____
Phone Number

_____
Email Address (if checked frequently)

Declaration or Notary: Complete *only one* of the two following sections.

I declare under penalty of perjury that this affidavit is true and correct.

☐ Declaration:

My name is _____. My birthdate is: _____/_____/_____ .
Month/Day/Year

My address is

_____
Street *City* *State* *ZIP* *Country*

_____signed on ___/____ /____ in
Your Signature *Month/Day/Year*

_____, _____.
County *State*

☐ Notary:

_____
Print Your Name *Your Signature (Do Not Sign until Notary can see you signing)*

Sworn to and subscribed before me this _____ day of _____, 20____.

_____
NOTARY

1. **TO: Plaintiff / Judgment Creditor**. (*Send this letter to all people indicated below, if applicable*)

   a. State the judgment creditor's last known address and check the appropriate box to show how you mailed this letter:

   _____

   _____

   ☐ Certified Mail, Return Receipt *OR*
   ☐ Registered Mail

   b. If the address on the judgment creditor's pleadings or other court documents is different than the last known address listed above, state that address here and check the appropriate box to show how you mailed this letter:

   _____

   _____

   ☐ Certified Mail, Return Receipt *OR*
   ☐ Registered Mail

   c. If the judgment creditor had an attorney, state the attorney's address listed in the last pleading or court document filed by the judgement creditor here and check the appropriate box to show how you mailed this letter:

   _____

   _____

   ☐ Certified Mail, Return Receipt *OR*
   ☐ Registered Mail

   d. If the judgment creditor had an attorney, check the address listed for the attorney on the State Bar of Texas' website (https://www.texasbar.com/). If it is different than the one listed above in 1.c., state that address here and check the appropriate box to show how you mailed this letter:

   _____

   _____

   ☐ Certified Mail, Return Receipt *OR*

☐ Registered Mail

2. FROM: DEFENDANT/ DEBTOR

_____

Name of Defendant/Debtor on Judgment

_____

Current address

_____

City *State* *Zip Code*

3. NOTICE OF JUDGMENT:

In compliance with Section 31.008 of the Texas Civil Practice and Remedies Code, I am sending you this letter to inform you of the below judgment:

The court's judgment shows that _____ is the Plaintiff listed in the following case:

Cause Number**:** _____

Justice Court, Precinct # _____Place # _____ ***OR***

County Court # _____

_____ County, Texas.

The court's judgment shows a judgment in the amount of $_____, additional costs of court as $_____ (*list specific amount if stated in judgment or leave blank if not specified*) and post-judgment interest at _____% (*list interest rate if stated in judgment or leave blank if not specified*) against the Defendant, _____ *(Defendant's name)* on _____ *(date of judgment)*.

In accordance with Section 31.008 of the Texas Civil Practice and Remedies Code, if the Plaintiff/Judgment Creditor does not respond to this notice on or before the 15th day after the date this letter notice was sent, the judgment debtor may file an affidavit with the court stating that the judgment debtor has provided this required notice, the judgment creditor has not

responded to the notice, and that the location of the judgment creditor is not known to the judgment debtor.

The judgment debtor may then pay the judgment amount to the court and obtain a release of the judgment from the court. The court shall hold the amount paid to it by the judgment debtor and interest earned on that amount in trust for the judgment creditor.

4. **ADDITIONAL DETAILS** (*Not required*):

_____

_____

_____

_____

_____

_____

_____

Defendant Signature

_____

Date

Case Number_____

_____
Name of Plaintiff

vs.

_____
Name of Defendant(s)

In the *(Check one))*
☐ Justice Court, Precinct _____
☐ County Court, Number_____

_____ County, Texas
(County Name)

Request for Release of Judgment and Supporting Affidavit
(Texas Civil Practices and Remedies Code, Section 31.008)

1. My name is _____ and I was the Defendant in this case. Plaintiff/Judgment Creditor was given a judgment of $_____ (*list total amount*) against me on _____ (*month, day, and year*). If I have a copy of the judgment, it is attached. (***attach judgment***)

2. I ask this court to accept my payment of the judgment in this case and issue a release of judgment pursuant to Section 31.008 of the Texas Civil Practice and Remedies Code.

3. I have not been able to pay the judgment amount directly to the Judgment Creditor because I do not know where the Judgment Creditor is located. I sent a letter notifying the judgment creditor of the judgment, as required by Section 31.008 of the Texas Civil Practice and Remedies Code, and that letter notification is attached. (***attach letter***).

   On _____ (*month, day, and year)*, I sent a letter by registered or certified mail, return receipt requested, to the following addresses notifying the Judgment Creditor of the judgment:

   a. Judgment Creditor's last known address:
      _____
      _____

   b. Address listed on the Judgment Creditor's pleadings or other court records (*if different from the last known address in 3.a.*):
      _____
      _____

   c. Address of the Judgment Creditor's last attorney as shown in creditor's pleading or other court record (*if there was an attorney*):
      _____
      _____

d. Address of the Judgment Creditor's last attorney as shown in the State Bar of Texas's records *(if there was an attorney and this address is different from the address in 3.c.):*
_____
_____

4. The Judgment Creditor did not respond as of the 15th day after the date on which the letter notification was sent, and as a result, I do not know the location of the Judgment Creditor.

5. Additional information that may help the Court (*not required*):
_____
_____
_____
_____

6. I have attached a proposed *Release of Judgment by Court*. (***attach a copy***)

_____
Defendant/Judgment Debtor Signature

_____
Defendant/Judgment Debtor Name

_____
Address

_____
City, State, Zip Code

_____
Phone Number

_____
Email Address, if you check it frequently

Declaration or Notary: Complete *only one* of the two following sections.

I declare under penalty of perjury that this affidavit is true and correct.

☐ Declaration:

My name is _____. My birthdate is: _____/_____/_____ .
Month/Day/Year

My address is

_____

Street *City* *State* *ZIP* *Country*

_____signed on ___/____ /____ in

Your Signature *Month/Day/Year*

_____, _____.

County *State*

☐ Notary:

_____ _____

Print Your Name *Your Signature (Do Not Sign until Notary can see you signing)*

Sworn to and subscribed before me this _____ day of _____, 20____.

_____

NOTARY

Case Number_____

_____
Name of Plaintiff

vs.

_____
Name of Defendant(s)

In the *(Check one))*
☐ Justice Court, Precinct _____
☐ County Court, Number_____

_____ County, Texas
(County Name)

Request for Hearing and Release of Judgment and Supporting Affidavit
(Texas Civil Practices and Remedies Code, Section 31.008)

1. My name is _____, and I was the Defendant in this case. Plaintiff/Judgment Creditor was given a judgment of $_____ (*list total amount*) against me on _____ (*month, day, and year*). If I have a copy of the judgment, it is attached. (***attach judgment***)

2. I sent a letter of notification of the judgment to Plaintiff/Judgment Creditor, as required by Section 31.008 of the Texas Civil Practice and Remedies Code, and the following applies to my case (*check applicable box*):

   ☐ I have been unable to pay the judgment amount to the Plaintiff/Judgment Creditor because the Plaintiff/Judgment Creditor in this case refused to accept payment under the judgment.

   ☐ I have made payment under the judgment to the Plaintiff/Judgment Creditor, but the Plaintiff/Judgment Creditor has refused to execute a release of judgment.

3. This is a request for this Court to accept payment for the judgment in this case, set a hearing to consider this matter, and execute**, upon hearing and notice,** a release from the judgment pursuant to Section 31.008 of the Texas Civil Practice and Remedies Code.

4. The letter of notification of the judgment I sent to Plaintiff/Judgment Creditor is attached (***attach letter***) and was sent as follows:

   On _____ (*month, day, and year*), I sent a letter by registered or certified mail, return receipt requested, to the following addresses notifying the judgment creditor of the judgment:

a. Judgment Creditor's last known address:

_____
_____

b. Address listed on the Judgment Creditor's pleadings or other court records (*if different from the last known address in 3.a.*):

_____
_____

c. Address of the Judgment Creditor's last attorney as shown in creditor's pleading or other court record (*if there was an attorney*):

_____
_____

d. Address of the Judgment Creditor's last attorney according to records of the State Bar of Texas *(if there was an attorney and this address is different from the address in 3.c.):*

_____
_____

5. Additional information that may help the Court (*not required*):

_____
_____
_____
_____

6. I have attached a proposed *Release of Judgment by Court*. (***attach a copy***)

_____
Defendant/Judgment Debtor Signature

_____
Defendant/Judgment Debtor Name

_____
Address

_____
City, State, Zip Code

_____
Phone Number

_____
Email Address, if you check it frequently

Declaration or Notary: Complete *only one* of the two following sections.

I declare under penalty of perjury that this affidavit is true and correct.

☐ Declaration:

My name is _____. My birthdate is: _____/____ /_____ .
Month/Day/Year

My address is

_____
Street *City* *State* *ZIP* *Country*

_____signed on ____/____ /_____ in
Your Signature *Month/Day/Year*

_____, _____.
County *State*

☐ Notary:

_____ _____
Print Your Name *Your Signature (Do Not Sign until Notary can see you signing)*

Sworn to and subscribed before me this _____ day of _____, 20____.

_____
NOTARY

7.

Case Number_____

_____
Name of Plaintiff

vs.

_____
Name of Defendant(s)

In the *(Check one))*
☐ Justice Court, Precinct _____
☐ County Court, Number_____

_____ County, Texas
(County Name)

Release of Judgment by Court under
Texas Civil Practices and Remedies Code, Section 31.008

1. Plaintiff/Judgment Creditor recovered a judgment from Defendant or Defendants issued and signed by this Court on _____ (*month, day, year*), which includes all costs of suits plus interest.

2. Defendant fully complied with the requirements of Section 31.008 of the Texas Civil Practices and Remedies Code and paid the Judgment in full satisfaction of all amounts owed on the Judgment of this case.

3. It is therefore ordered, decreed, and adjudged that the Defendant or Defendants are fully and completely release the judgment in this case. Defendant or Defendants are released from any obligations in the judgment, including all sums, fees, interest, and any other costs owed under the judgment. Defendant or Defendants and their heirs or assigns are also released from all liens or any Abstract of Judgment issued in this case.

It is SO ORDERED.

SIGNED on this _____ day of _____, 20_____.

_____
HONORABLE JUDGE PRESIDING

Tab II- Hallucinated Citations

MEMORANDUM

TO:	**Texas Supreme Court Advisory Committee**
FROM:	**Rules1-14c Subcommittee (J. Miskel sitting by designation)**
RE:	**Follow-up on Proposed Rules on AI-Generated ("Hallucinated") Citations**
DATE:	**May 29, 2026**

1. Executive Summary

At the January 20, 2026 Supreme Court Advisory Committee meeting (for an overview of the discussion, see an AI generated recap at Section 6), the Rules 1-14c Subcommittee with Justice Miskel sitting by designation[1] presented its January 23, 2026 memo (Tab A) proposing amendments to TRCP 13 and a new TRAP 9.1 to respond to the Supreme Court's September 26, 2025, referral to study and draft proposed rules addressing hallucinated citations, directing consideration of:

- amendments to TRCP 13 to require verification of legal citations;
- a comparable appellate rule; and
- trial and appellate rules expressly allowing sanctions for misstating legal authority.

Following a robust discussion at the meeting, our subcommittee met to address the following three takeaways:

i) The Committee reached a consensus in favor of adding a certification requirement to the Texas Rules of Appellate Practice (TRAP) through a new Rule 9.1(d), with many members expressing surprise that such a provision is not already included in the appellate rules.
ii) Discussion centered on redefining the "bad faith" component of Rule 13 sanctions to encompass wholly fictitious citations, rather than limiting the concept to citations that are merely weak or arguable but nonetheless real. This expansion could be implemented either directly in the rule text or through an accompanying comment. The Subcommittee's proposed approach is set out below.
iii) In light of the broader definition of "bad faith" described in item 2, the Committee's discussion reflected a general consensus that, by signing pleadings, attorneys and self-represented parties should be deemed to certify

[1] Following the January meeting, we also sought input on this memo from Rich Phillips and Richard Orsinger.

that they have verified and substantiated the cited caselaw and record references included in the filing.

Set out below is a revised proposed TRAP 9.1(d) and (e) that incorporates similar provisions in TRAP 52.3(k) and 52.11(c) and (d). Also below is a revised version of amendments to TRCP 13 that redefines bad faith and shifts the application of Rule 13 sanctions for citation to hallucinated cases to fit in the bad faith standard for sanctions.

2. The Problem Persists

Our January 23 memorandum noted the growing number of court proceedings involving citations to AI-generated, non-existent authorities. At that time, we anticipated that such incidents would diminish as attorneys and litigants became more familiar with the well-documented risks associated with generative AI—particularly the danger of fabricated citations. That expectation has not materialized. Instead, recent developments show that these occurrences continue to increase, including two Federal Circuit decisions and a cluster of at least seven cases from Texas courts of appeals issued since February.

This pattern indicates that both *pro se* litigants and licensed attorneys continue to misapprehend or undervalue the risks of relying on AI tools for legal research and drafting. The consequences extend beyond individual filings. These failures not only diminish the reputation of the Bar but also risk eroding public confidence in the judicial system. *See* Lucci, Judge Eugene, *Artificial Intelligence And Legal Practice: A Comprehensive Survey Of Sanctions For Ai-Related Misconduct In Federal And State Courts* (March 24, 2026). This draft paper has been accepted for publication by Capital University Law Review, Volume 55 (2026-27). (Judge Lucci is a Judge of the Eleventh District Court of Appeals of Ohio.)

a. Impact on the Public's Perception of the Courts

These incidents cut across the profession, affecting *pro se* parties, solo practitioners and even large, well-established firms. For example, headlines such as: *Sullivan & Cromwell Files Emergency 'Please Don't Sanction Us For All These AI Hallucinations' Letter* - Above the Law (April 21, 2026) underscore the reputational risks at stake. In that matter, an attorney from Sullivan & Cromwell submitted a bankruptcy court filing that included multiple hallucinated cases. The episode generated substantial attention, appearing in roughly twenty media and online reports.

Coverage has extended well beyond legal trade publications into mainstream outlets such as *The New York Times*, Reuters, and CNN, as well as widely accessible platforms like Reddit. This broader exposure amplifies the potential impact on public trust.Notably, one widely cited database lists 1,042 U.S. court cases involving hallucinated case citations as of the date of this memo (AI Hallucination Cases Database – Damien Charlotin). Although we have not verified each entry, the database's scope highlights both the scale of the issue and the growing public visibility.

b. The Fifth Circuit Squarely Addressed the Topic in *Fletcher v. Experian Information Solutions, Inc.*, 168 F.4th 231, 239–40 (5th Cir. 2026).

Chief Judge Jennifer Elrod in *Fletcher* provided a detailed overview of the emerging problem of AI-generated "hallucinated" legal authorities. Justice Elrod commented that "[r]egrettably, despite numerous news stories, CLE presentations, scholarly articles, and judicial entreaties, AI-hallucinated case citations have

increasingly become an even greater problem in our courts, and the problem shows no sign of abating." She further noted that, at the time of the opinion issued in January, the Damien Charlotin website identified 239 cases – a figure that has since risen to more than 1035. The opinion also discussed the Fifth Circuit's proposed rule requiring disclosure of AI use, which was subsequently withdrawn and was addressed in our January memo.

In the case before the court, the plaintiff appealed a sanction order that found that the attorney failed to conduct an adequate fact investigation before bringing the Fair Credit Reporting Act proceeding against the defendant. However, another lawyer at the firm included references to 15 non-existent quotations and 5 additional "serious misrepresentations of law or fact." Following a 'disappointing' response to its show cause order, the court concluded that counsel had relied on generative AI without verifying its output. Chief Judge Elrod explained that the attorney "used artificial intelligence to draft a substantial portion, if not all, of her reply brief and then failed to verify the accuracy of the content generated,"

The Fifth Circuit invoked its inherent authority and Federal Rule of Appellate Procedure 46(c) to sanction counsel $2,500, stressing that the violation was not merely technological but professional. The court characterized the conduct as "unbecoming a member of the bar," particularly given counsel's lack of candor when questioned about the brief's preparation and her initial failure to acknowledge AI use. Importantly, the opinion underscored that while AI tools may be permissible, they do not lessen a lawyer's duty to ensure accuracy: attorneys remain responsible for "every quotation, citation, and factual representation" submitted to a court.

c. The Particularly Troubling Case of *U.S. v. Farris*, 171 F.4th 920 (6th Cir. 2026)

The Sixth Circuit's April 2026 decision in *United States v. Farris*, 171 F.4th 920 (6th Cir. 2026), involved more than mere hallucinated quotations. The case squarely addressed an attorney's use of generative artificial intelligence not only for legal research, but also for the drafting of appellate briefs. Particularly troubling was the fact that the AI tool at issue was Westlaw's CoCounsel, a product marketed specifically for legal professionals. The case arose from the conduct of court-appointed counsel, who relied on CoCounsel both to research case law and to generate substantive portions of the briefs filed on behalf of his client.

The Sixth Circuit's opinion identified multiple and distinct problems stemming from this use of AI. Counsel, Howe, included citations to the United States Sentencing Guidelines and to Sixth Circuit precedent that were facially accurate. Nevertheless, the brief attributed quoted language to these authorities that did not, in fact, exist:

. . . [T]he purported direct quotations do not appear in their cited sources. And upon deeper review, we were unable to locate any relevant legal authority that contained the same or substantially similar language as the above quotations. So, it did not appear that the misattributions involved mere citation mix-ups or transcription errors.
U.S. v. Farris , 171 F.4th at 921

Even more problematic than the fabricated quotations was the court's finding that Howe's briefing affirmatively misrepresented the holdings of two cited cases.

Upon discovering these issues, the Sixth Circuit issued a detailed order to show cause requiring Howe to:

> "explain (1) who wrote the briefs, (2) whether generative artificial intelligence was used in the drafting of these briefs, (3) the processes that were used to cite-check each brief, and (4) whether and to what extent Howe utilized generative artificial intelligence in any district court filings in this case."

Id. at 921-22 (quoting the court's Order to Show Cause).

In its opinion, the court summarized the relevant facts as follows:

> Howe admits that he used artificial intelligence to prepare both briefs he filed. According to Howe, he directed an unnamed "staff" member to upload district court documents to Westlaw's CoCounsel program to create a first draft of the principal brief. Howe Show Cause Response at 2. He then worked in that same file for six hours to supplement the draft produced by artificial intelligence. Howe notes that he repeated that same process for the reply brief.
>
> . . .
>
> Howe agrees that the briefs he filed before this Court contain legally erroneous content that was generated by artificial intelligence. He concedes that the three inaccurate quotations identified above were the product of artificial intelligence, that they do not appear in any legal authorities, and that his briefs misrepresented the holdings of both Washington and Anthony. Howe admits that those errors occurred because he failed to adequately review and verify the draft brief produced by artificial intelligence, and he accepts full responsibility for that error.

Id. at 921.

The Sixth Circuit emphasized that the use of artificial intelligence does not diminish an attorney's professional obligations. To the contrary, the court reaffirmed that established duties of competence and candor apply with full force regardless of the tools employed:

> Attorneys have an ethical obligation to verify the citations and propositions they submit to courts; that obligation reflects duties of competence and candor that apply no matter the tools attorneys use. See, e.g., *McCoy v. Ct. of Appeals of Wis., Dist. 1*, 486 U.S. 429, 440–41 (1988); *Fletcher v. Experian Info. Sols., Inc.*, 168 F.4th 231, 239–40 (5th Cir. 2026). So, attorneys who rely on artificial intelligence must remain diligent in supervising their work product and carefully examine the accuracy of every citation they present to this Court.

Id. at 923.

As a practical matter, the court imposed meaningful consequences. Howe was denied compensation for the work performed on behalf of his client and was referred for disciplinary proceedings, underscoring that failures attributable to AI are treated no differently than traditional violations of professional responsibility. *Id*.

d. Recent Texas Cases of Note

Subsequent to the January meeting, multiple Texas courts of appeals have addressed the issue of hallucinated citations appearing in district court and appellate briefing, underscoring the growing need for rulemaking or formal guidance.

In *In re Paula M. Miller*, 2026 WL 1137938, No. 01-26-00319-CV (Tex. App.—Houston [1st Dist.], April 23, 2026, orig. proceeding), the First Court of Appeals denied mandamus relief. Chief Justice Adams authored a concurrence solely to address the relator's counsel's apparent reliance on hallucinated authority. He wrote:

> I write separately to note that the mandamus petition here has attributions and quotations to caselaw which strongly appear to be AI-fabricated hallucinations. Filing a document in our Court with fictitious or misleading citations -- whether generated by AI and not checked by a human, or otherwise – is a serious breach of candor that this Court cannot tolerate.

Id. at *1 (Adams, C.J., concurring).

Chief Justice Adams cited Texas Rules of Appellate Procedure 38.1 and 28.9, as well as existing Texas and federal authority emphasizing that citing nonexistent cases or misrepresenting holdings constitutes a false statement to the court:

> Citing nonexistent case law or misrepresenting the holdings of a case is making a false statement to a court. It does not matter if [generative AI] told you so.

Id. (citing U.S. v. Hayes, 763 F. Supp. 3d 1054, 1067 (E.D. Cal. 2025) (quoting Maura R. Grossman, Paul W. Grimm, & Daniel G. Brown, *Is Disclosure and Certification of the Use of Generative AI Really Necessary?*, 107 Judicature 68, 75 (2023)).

This month, the Amarillo Court of Appeals held that a *pro se* appellant waived error by relying on hallucinated authorities, concluding that the brief failed to comply with TRAP 38.1. *Adams v. Allen Butler Constr., Inc.,* No. 07-25-00191-CV, 2026 Tex. App. LEXIS 4236 *, Slip op. at 2 (Tex. App.—Amarillo, May 5, 2026, n.p.h.) (mem. op.). As a threshold matter, the court reiterated that "[a]n appellate issue unsupported by argument or citation to the record or by appropriate legal authority presents nothing for our review." *Id*. at 1.

Applying that principle, the court found that "[m]any of the cases she cites and the quotations she attributes to cases do not exist, do not contain the said quotations, or do not stand for the propositions for which she cites the authority. *Id*. at *4. Because such authorities cannot support her claims, the court held that her arguments presented nothing for review. *Id*.

The Amarillo court's reasoning aligns with a recent Fort Worth decision confronting similar briefing defects. *See K.C. v. D.R.*, No. 02-25-00234-CV, 2026 Tex. App. LEXIS 4139, 2026 WL 1190661 (Tex. App.—Fort Worth, Apr. 30, 2026, n.p.h.) (mem. op.) There, the court identified pervasive citation errors, including mischaracterized holdings, fabricated quotations, and citation to non-existent cases. The court emphasized that when cited authorities "either do not exist or do not support the proposition for which they are cited," any associated statement in a brief for which the non-existent cases are the sole authority is a statement unsupported by authority as required by Rule 38.1(i). *Id*. The court further underscored that it has no duty to "perform an independent review of the record and applicable law" or to "develop an appellant's legal argument," and that such deficiencies result in issues presenting nothing for review. *Id*.

Also in late April, the San Antonio Court of Appeals issued a memorandum opinion in *Meyer v. Castroville State Bank*, No. 04-25-00278-CV Slip op. at 7-8 (Tex. App.—San Antonio, Apr. 22, 2026, n.p.h.) (mem. op.), noting that the pro se appellant cited two non-existent cases in his appellate brief. The court, citing in part *Ex-parte Lee*,

673 S.W.3d 755, 756-57 (Tex. App.—Waco 2023, no pet.), elected not to address the hallucinated citations and instead resolved the appeal on the merits.

In yet another April decision, *Crawford v. Buffalo Creek Properties, LLC*, No. 03-24-00260-CV, 2026 WL 1097101, at *3 & n.5 (Tex. App.—Austin, Apr, 23, 2026, n.p.h. (memo op.), the Austin Court of Appeals addressed a pro se litigant's reliance on hallucinated authority. In that case, the court simply rejected the legal contention purportedly supported by the non-existent cases.

Two additional court of appeals decisions involving pro se litigants further illustrate the complications that arise from misstated and hallucinated citations. In *In re Obeginski*, Cause No. 09-26-00057, 2026 WL 696780, at *1-2 (Tex. App.—Beaumont, Mar. 12, 2026, orig. proceeding) (mem. op.), the Beaumont Court of Appeals denied mandamus relief challenging a trial court order requiring the petitioner to attach copies of all cited authorities—an order prompted by the litigant's prior citations to nonexistent cases.

Similarly, in *Stanford v. Leinart*, No. 02-25-00529- CV, 2026 WL 912173, at *10-11 (Tex. App.—Fort Worth, April 2, 2026, n.p.h.) (memo op.), the Fort Worth Court of Appeals denied the appellant's challenge to a trial court's vexatious-litigant determination. While acknowledging the appellant's improper briefing, the court again chose not to focus on hallucinated citations and instead addressed the merits:

> We agree that Stanford's briefing is inadequate and that his gross misrepresentations of the record and misstatements of the law are unacceptable, but we attempt to "reach the merits of an appeal whenever reasonably possible.' Because we can ascertain the issues he intends to present for our review, we will reach the merits of Stanford's appeal.

Id. at *4 (quoting *Perry v. Cohen,* 272 S.W.3d 585, 587 (Tex. 2008)).

The court also quoted from an order issued in a related federal case by a magistrate judge:

> The Court ADMONISHES Mr. Stanford for filing a false and misleading document with this Court. Attempting to deceive the Court is an abuse of the judicial process and the very opposite of the good faith participation on which the justice system depends. The Court also ADMONISHES Mr. Stanford for failing to explain this document and appear at a hearing as ordered. Such behavior is highly disrespectful to the Court and counterproductive to the litigation process. Accordingly, Plaintiff Jason Stanford is ORDERED not to file misleading documents with the Court in the future, or further sanctions may issue, including but not limited to monetary sanctions.

Id. at *4 n.12

3. Updated Recommended Rules Amendments – TRCP 13

    a. Elements

As noted in the Subcommittee's January 23 memo, current Texas case law imposing sanctions under Rule 13 requires a level of culpability/intentional conduct that, without clarification, arguably prevents imposition of sanctions for attorneys or

parties that cite to hallucinated cases. *See Nath v. Tex. Children's Hosp.*, 446 S.W.3d 355, 363-64 (Tex. 2014).

Under Texas precedent, there are two pathways for a court to impose Rule 13 sanctions against an attorney, a represented party or both for filing pleadings, motions or other papers; either a finding that they were groundless and brought in bad faith, *or* they were brought for the purposes of harassment.

A pleading is considered "groundless" if it has no basis in law or fact and is not warranted by a good faith argument for the extension, modification, or reversal of existing law . *Keith v. Solls*, 256 S.W.3d 912, 916 (Tex.App.-Dallas 2008, no pet.,) (memo op.), *see also,* Tex. R. Civ. P. 13. The determination of whether a pleading is groundless is an objective inquiry, focusing on the facts and law available at the time the pleading was filed.

A groundless pleading alone is insufficient to warrant sanctions; the movant must also demonstrate that the pleading was filed either in bad faith or for the purpose of harassment . *Pfeiffer v. Berg*, -- S.W.3d --, 01-24-0024, 2026 Tex. App. LEXIS 805, 2026 WL 232956, at *19 (Tex. App.—Houston [1st Dist.] Jan. 9, 2026, no pet.), *Smith v. MLC Cavalli, LLC*, No.05-21- 0069-CV, 2023 Tex. App. LEXIS 4909, 2023 WL 4396049, at *6-7 (Tex. App.—Dallas July 7, 2023 (no pet.) (memo op.).. Bad faith involves the conscious doing of a wrong for a dishonest, discriminatory, or malicious purpose. Harassment refers to "actions that intend to annoy, alarm, and verbally abuse another person." *Keith v. Solls,* 256 S.W.3d at 916-17.

Under TRCP 13, pleadings are presumed to be filed in good faith and the party seeking sanctions had the burden to prove either that the pleading is (a) groundless and brought in bad faith or (b) was groundless and brought for the purpose of harassment. *Id*. at 919.

b. Evidentiary Hearing and Required Findings

Before imposing sanctions, the trial court must hold an evidentiary hearing to assess the motives and credibility of the person who signed the allegedly groundless pleading. *Keith v. Solls*. *See also Cullum v. White*, 2010 Tex. App. LEXIS 6911 (2010), 04-09-00695, (Tex. App.—San Antonio, Aug. 25, 2010, pet. denied), *Neely v. Comm'n for Lawyer Discipline*, 976 S.W.2d 824, 827 (Tex. App.—Houston [1st Dist.] 1998, pet. denied).

The trial court must establish the "good cause" to warrant the imposition of sanctions and include these findings in the sanctions order. Further sanctions must be appropriate and just and can include measures set out in TRCP 215.2.

With this precedent in mind, the Subcommittee updated its draft rule amendment:

c. Revised Proposed Amendments to TRCP 13

Proposed Amended Rule

RULE 13. EFFECT OF SIGNING PLEADINGS, MOTIONS, AND OTHER PAPERS; SANCTIONS

The signatures of attorneys or parties constitute a certificate by them that they have read the pleading, motion, or other paper; that the legal citations and references to the supporting evidence[2] are not fictious or nonexistent; and that, to the best of their knowledge, information, and belief formed after reasonable inquiry, the instrument is not groundless and brought in bad faith or groundless and brought for the purpose of harassment. Attorneys or parties who bring a fictitious suit as an experiment to obtain an opinion of the court, or who file any fictitious pleading in a cause for such a purpose, or who make statements in pleading that they know to be groundless and false for the purpose of securing delay, shall be held guilty of contempt. If a pleading, motion, or other paper is signed in violation of this rule, the court, upon motion or on its own initiative, after notice and hearing, shall impose an appropriate sanction available under Rule 215-2(b) upon the person who signed it, a represented party, or both. Courts shall presume that pleadings, motions, and other papers are filed in good faith. No sanctions under this rule may be imposed except for good cause, the particulars of which must be stated in the sanction order. "Groundless[3]," for purposes of this rule, means no basis in law or fact and not warranted by a good-faith argument for the extension, modification, or reversal of existing law. "Bad Faith," for the purposes of this rule, also includes the citation of fictitious or non-existent legal authorities or assertions of fact not supported by the evidence . A general denial does not constitute a violation of this rule. The amount requested for damages does not constitute a violation of this rule.

Notes and Comments

Comment to 2026 Change: This amendment reinforces the obligation of counsel and unrepresented parties to verify the authenticity and accuracy of all cited authorities and supporting evidence. The increasing use of generative artificial intelligence tools in legal research and drafting heightens the risk of inaccurate or fictitious citations to legal authorities and supporting evidence. To preserve the integrity of judicial proceedings and public confidence in the courts, parties must verify cited authorities and supporting evidence, regardless of source. Courts are authorized to find that a lawyer or party acted in bad faith[4] due to failure to verify AI citations.

[2] Richard Orsinger suggests using the word 'facts' versus 'supporting evidence'. The subcommittee believes the term "supporting evidence" is preferable to avoid Rule 13 motions arising out of good-faith disputes regarding factual issues.

[3] Richard Orsinger proposes adding 'fictious citations' to the definition of groundless. The Subcommittee contends that the definition of groundless already incorporates fictitious (as explained in the revised comment) and does not need to be spelled out.

[4] Richard Orsinger suggests that this conduct should trigger the 'groundless' standard versus the bad faith standard as bad faith is associated with intent. The Subcommittee opted to link to the bad faith standard based on the SCAC's feedback at the January 20 meeting.

4. Updated Proposed New TRAP 9.1

a. Incorporation of TRAP 52.3(k) and 52.11(c) and (d)

The Texas Rules of Appellate Procedure currently include certification and sanctions provisions in the rules addressing original proceedings in the Courts of Appeals. TRAP 52.3(k) and 52.11(c) and (d) provide as follows:

> 52.3 (k) Certification. The person filing the petition must certify that he or she has reviewed the petition and concluded that every factual statement in the petition is supported by competent evidence included in the appendix or record.
>
> 52.11. Groundless Petition or Misleading Statement or Record On motion of any party or on its own initiative, the court may — after notice and a reasonable opportunity to respond — impose just sanctions on a party or attorney who is not acting in good faith as indicated by any of the following:
>
> (a) filing a petition that is clearly groundless;
>
> (b) bringing the petition solely for delay of an underlying proceeding;
>
> (c) grossly misstating or omitting an obviously important and material fact in the petition or response; or
>
> (d) filing an appendix or record that is clearly misleading because of the omission of obviously important and material evidence or documents.

This revised proposed TRAP rule adopts the structure and substantive wording used in TRAP 52.3(k) and 52.11. Although the considerations unique to original proceedings differ in some respects from those governing filings in the courts of appeal and the Supreme Court generally, the same overarching rule structure appears workable in both contexts. At first glance, moreover, there does not appear to be a principled reason why a certification requirement should apply to original proceedings but not to other submissions in the courts of appeal, a disparity that this proposal implicitly addresses.

Additionally, the proposed new TRAP was split into two proposed rules to better mirror the certification and separate sanctions approaches in Rules 52.3(k) and 52.11.[5] Note that the Subcommittee also includes a second version proposed language for 9.1(e) that we believe improves clarity.

b. Proposed New TRAP 9.1(d) and (e)

9.1 Signing

(d) *Certification by signature.*

By signing a a petition, brief, motion or other paper, the person filing certifies that he or she has reviewed the filing and concluded that every factual statement in the filing is supported by competent evidence included

[5] Rich Phillips suggests that the proposed TRAP 9.1 should mirror TRCP 13 versus mirroring TRAP 52. He suggests there is more of a parallel between TRAP 9 and TRCP 13 than between TRAP 9 and TRAP 52. He also notes concern with the statement that "inaccurate representations of the holdings of cited authority" in TRAP 9.1 may be overbroad and lead to a lot of sanctions motions based solely on the other side's disagreement about what the case means. Including reference to inaccurate representations in the text of proposed TRAP 9.1 but not in the proposed amendments to TRCP 13 makes TRAP 9.1 arguably more onerous than TRCP 13.

in the appendix or record, that the legal citations and references to the record are correct and substantiate the asserted contentions; and that, to the best of their knowledge, information, and belief formed after reasonable inquiry, the instrument is not groundless and brought in bad faith or groundless and brought for the purpose of harassment.

Option 1 – tracking TRAP 52.11

(e) *Bad Faith Filing, Fictitious or Non-existent Citations to Legal Authorities or Supporting Evidence*

On motion of any party or on its own initiative, the court may — after notice and a reasonable opportunity to respond — impose just sanctions on a party or attorney who is not acting in good faith as indicated by any of the following: (i) filing a paper that is clearly groundless; (ii) filing a paper with fictitious or non-existent citations to legal authorities or supporting evidence including inaccurate representations of the holdings of cited authority; (iii) grossly misstating or omitting an obviously important and material fact in the filing; or (iv) filing a record or appendix that is clearly misleading because of the omission of obviously important and material evidence or documents.

Option 2 – revised language for clarity

(e) *Bad Faith Filing, Fictitious or Non-existent Citations to Legal Authorities or Supporting Evidence*

On motion of any party or on its own initiative, the court may — after notice and a reasonable opportunity to respond — impose just sanctions on a party or attorney who is not acting in good faith as indicated by any of the following: (i) filing a clearly groundless paper; (ii) citing fictitious or non-existent legal authorities or record references, including inaccurate representations of the holdings of cited authority; (iii) citing fictitious or non-existent legal authorities or record references; or (iv) filing a record or appendix that is clearly misleading because it omits obviously material evidence or documents.

The following proposed Note and Comment would apply to both options.

Notes and Comments

Comment to 2026 change: This amendment reinforces the obligation of appellate counsel and unrepresented parties to ensure the accuracy of all citations, authorities and record references in briefs and other filings. Given the heightened risk of inaccurate or fictitious citations produced by AI tools, parties must verify the authenticity and accuracy of cited authorities. Courts of Appeals and the Supreme Court are expressly authorized to impose sanctions on counsel or parties who fail to meet this obligation.

5. A Word of Caution

As we noted in our prior memo, the Subcommittee considered the risk that expanded sanction authority could encourage the weaponization of sanctions motions. Arguably, existing Texas law already authorizes sanctions for filing pleadings

unsupported by law after reasonable inquiry. *See* Tex. Civ. Prac. & Rem. Code § 10.001(2); *Dinkins v. Calhoun*, 2018 WL 2223024, at *12 (Tex. App.—Fort Worth May 17, 2018, pet. denied).

The proposed updated amendments seek clarity, not expansion. They do not create a strict-liability regime for clerical mistakes or citation errors, nor are they intended to penalize good-faith mistakes. Courts retain discretion, due-process safeguards, and proportionality requirements. Improper motive—not perfection—remains the touchstone.

6. AI Recap of the January 30, 2026, Meeting

We thought it would be interesting to include an AI summary of the discussion on this issue at the January meeting:

Summary of the SCAC 1/20/26 Discussion on Hallucinated Citations (CoPilot):

Nature of the Problem

Committee members discussed the growing problem of "hallucinated" or fabricated legal citations, typically generated by artificial-intelligence tools and unknowingly incorporated into briefs and other court filings. The concern was not theoretical—members referenced recent instances in which courts discovered that cited cases did not exist or did not contain the quoted propositions, undermining judicial confidence in filings.

Impact on Courts and the Administration of Justice

The discussion emphasized that hallucinated citations:

- Waste judicial resources by forcing courts or opposing counsel to confirm citations that should be reliable.
- Undermine Rule 11-type trust obligations and lawyer credibility.
- Risk unjust outcomes if errors are not caught early.

Several participants noted that the problem is qualitatively different from ordinary citation errors, because hallucinations can appear facially plausible and professionally formatted, making them harder to detect.

Distinction Between Negligence and Bad Faith

The committee discussed whether hallucinated citations should be treated as:

- Ordinary negligence,
- A competence issue related to technology use, or
- Misconduct warranting sanctions.

There was general agreement that intentional misconduct is not required for the problem to be serious, but concern about over-criminalizing honest technological mistakes, especially during rapid adoption of AI tools.

Possible Rule-Based Responses

The SCAC explored several regulatory options without taking a formal position, including:

- Disclosure Requirements
  Requiring lawyers to disclose use of generative AI in drafting pleadings was discussed but viewed as potentially overbroad or difficult to enforce.

- Certification or Verification Duties
  Some members suggested clarifying that existing signature and certification rules already require verification of cited authorities, regardless of how a document is drafted.

- Educational Rather Than Punitive Approaches
  The committee showed interest in guidance, comments, or educational materials rather than immediate rule changes, emphasizing prevention over punishment.

Relationship to Existing Texas Rules

Participants noted that:

- Current Texas rules already require attorneys to certify that representations are grounded in law and fact.
- Hallucinated citations likely violate existing obligations without the need for new rules, though additional clarification might help deter improper reliance on AI.

The group expressed caution about creating AI-specific rules that could quickly become obsolete or inadvertently legitimize unsafe practices.

Consensus and Next Steps

No vote was taken. However, the discussion reflected a general consensus that:

- Hallucinated citations are a real and growing issue.
- Courts expect lawyers—not tools—to bear responsibility for accuracy.
- Any response should be technologically neutral, scalable, and grounded in professional responsibility principles rather than fear of innovation.

MEMORANDUM

TO:	**Texas Supreme Court Advisory Committee**
FROM:	**Rules1-14c Subcommittee (J. Miskel sitting by designation)**
RE:	**Proposed Rules on AI-Generated ("Hallucinated") Citations**
DATE:	**January 23, 2026**

I. Executive Summary

A. Purpose

In response to the Texas Supreme Court's September 26, 2025, referral, this memorandum proposes narrow, targeted amendments to the Texas Rules of Civil Procedure and the Texas Rules of Appellate Procedure to address the recurring problem of inaccurate or fictitious ("hallucinated") legal and record citations appearing in court filings as a result of reliance on artificial intelligence ("AI") tools.

B. Key Recommendations

TRCP 13 Amendment. Amend Rule 13 to (1) expressly certify that legal citations and record references are accurate and substantiate the asserted contentions; (2) clarify that "groundless" conduct includes the failure to verify citations generated by AI tools; and (3) adopt accompanying comment language explaining the rule's application in the AI-assisted drafting context.

TRAP 9.1 Amendment (Signing). Add a new subsection governing the effect of signing appellate filings, establishing a parallel certification requirement, expressly authorizing sanctions in appellate courts for violations, and including explanatory comment language.

Ethical Alignment. Anchor the amendments in existing professional duties of competence, candor, and fairness under the Texas Disciplinary Rules of Professional Conduct (Rules 1.01, 3.01, 3.03, 3.04, and 5.03), as well as the objective "reasonable inquiry" standard of Texas Civil Practice & Remedies Code § 10.001.

Sanctions Framework. Preserve existing damages authorities (TRAP 45, 62) and clarify sanction authority (TRAP 52.11 for original proceedings) while expressly empowering courts of appeals, via TRAP 9.1, to sanction filing violations related to unverified citations.

C. Rationale

AI tools are increasingly embedded in legal research and drafting workflows. While these tools can enhance efficiency, they may also generate citations and quotations that are inaccurate, incomplete, or entirely fabricated. The repeated appearance of hallucinated authorities in court filings—by counsel, self-represented litigants, and, in limited instances, judicial chambers—poses a direct risk to the integrity of adjudicative proceedings.

Requiring verification of authorities before filing protects the integrity of the judicial process, maintains public confidence in the courts, and reinforces long-settled ethical and

statutory duties. The amendments do not impose new substantive duties; rather, they clarify and reinforce obligations that already exist.

II. Texas Supreme Court Referral and Prior Committee Work

On September 26, 2025, the Texas Supreme Court referred to SCAC the study and drafting of proposed rules addressing hallucinated citations, directing consideration of:

- amendments to TRCP 13 to require verification of legal citations;
- a comparable appellate rule; and
- trial and appellate rules expressly allowing sanctions for misstating legal authority.

Previously, on July 17, 2024, the Court asked SCAC to examine AI's implications for legal submissions, referencing the State Bar of Texas's Taskforce for Responsible AI's interim recommendations concerning TRCP 13 and TRE 901. On August 8, 2024, the Rules 1-14c Subcommittee advised against amending TRCP 13 to address the Taskforce's concern regarding unrepresented litigant's use of AI. The Subcommittee included alternative language should changes be deemed necessary. (Tab A). *See Nath v. Tex. Children's Hosp*., 446 S.W.3d 355 (Tex. 2014) (interpreting Rule 13's groundlessness/bad faith standards).

The Chair assigned the Court's September 26, 2025 referral to the Rules 1-14c Subcommittee (with Justice Emily Miskel sitting by designation). This is the Subcommittee's report to the SCAC.

III. Problem Statement: AI-Generated ("Hallucinated") Citations

Courts have increasingly encountered filings containing inaccurate, fabricated, or misquoted authorities, as well as mischaracterized record citations. These errors have appeared in filings prepared by attorneys and self-represented litigants alike, and—on select occasions—in judicial orders when chambers relied on unchecked AI outputs.

While established legal research platforms (e.g., Westlaw, Lexis, Bloomberg Law) are generally reliable, general generative AI tools (such as ChatGPT/CoPilot, Claude and Perplexity) may produce content that appears authoritative yet is not. The professional obligation remains: verify that any cited authorities are valid, are accurately quoted, and are still good law.

IV. Legal and Ethical Framework

- **Texas Civil Practice & Remedies Code § 10.001.** By signing a pleading or motion, the attorney (or self-represented litigant) certifies that, after reasonable inquiry, claims and legal contentions are warranted by existing law or nonfrivolous arguments for change; factual allegations have or will have evidentiary support; and denials are warranted or reasonably based on lack of information. The standard is objective and asks whether counsel made a reasonable inquiry. See *Loeffler v. Lytle Indep. Sch. Dist.*, 211 S.W.3d 331, 348 (Tex. App.—San Antonio 2006, pet. denied). See also Tex. Civ. Prac. & Rem. Code § 9.001 et seq. that deals with frivolous pleadings in cases involving damages for death, personal injury, or property damage, on any theory, or for other damages arising from tortious conduct.

- **TRCP 13.** Sanctions require a showing that a filing is groundless and brought in bad faith, for harassment, or that factual statements were false when made. *Nath*, 446 S.W.3d at 362–63.

- **TRCP 91a**. This rule permits the dismissal of causes of action that have no basis in law or in fact and the trial court may award costs to the prevailing party.

- **Inherent Powers**

    - "Texas courts have the inherent power to sanction litigants or attorneys whose abusive conduct affects the core functions of the judiciary, which are: hearing evidence, deciding issues of fact and law, and entering and enforcing judgments. This authority exists even when the conduct is not specifically proscribed by rule or statute." 1 Dorsaneo, Texas Litigation Guide § 14.01.2 (2026). The court's authority is limited by due process and sanctions may not be excessive. See *Brewer v. Lennox Hearth Prods.*, LLC, 601 S.W.3d 704, 718 (Tex. 2020) (Errors in judgment, lack of diligence, unreasonableness, negligence, or even gross negligence—without more—do not equate to bad faith. Improper motive, not perfection, is the touchstone. Bad faith can be established with direct or circumstantial evidence, but absent direct evidence, the record must reasonably give rise to an inference of intent or willfulness.)

    - Tex. Gov't Code § 21.001 provides as follows: INHERENT POWER AND DUTY OF COURTS. (a) A court has all powers necessary for the exercise of its jurisdiction and the enforcement of its lawful orders, including authority to issue the writs and orders necessary or proper in aid of its jurisdiction.

- **Texas Disciplinary Rules of Professional Conduct (TDRPC).** Verification duties implicate:

    - **Rule 1.01 (Competence & Diligence);**

    - **Rule 3.01 (Meritorious Claims & Contentions);**

    - **Rule 3.03 (Candor to Tribunal);**

    - **Rule 3.04 (Fairness in Adjudicatory Proceedings);** and

    - **Rule 5.03 (Responsibilities Regarding Nonlawyer Assistants)**—by analogy for AI tools.

- **Texas Ethics Opinion. Tex. Comm. on Prof'l Ethics, Op. 705 (2025)**: lawyers must verify AI-generated outputs; cannot blindly rely on AI; and remain responsible for the work product submitted.

- **Appellate Rules.**

    - **TRAP 38.1(i)** requires arguments with appropriate citations to authorities and the record; enforcement commonly results in briefing waiver rather than sanctions. See *Reule v. M&T Mortg.*, 483 S.W.3d 600 (Tex. App.—Houston [14th Dist.] 2015, pet. denied).

    - **TRAP 45** authorizes damages for frivolous appeals in courts of appeals;

- **TRAP 62** authorizes damages for frivolous direct appeals or petitions for review in the Supreme Court;

- **TRAP 52.11** empowers the Supreme Court to impose just sanctions in original proceedings.

V. Proposed Amendments

A. Texas Rules of Civil Procedure (TRCP 13)

Goal: Require verification of citations and record references; clarify sanctionable conduct when citations are not verified, including AI-generated outputs, including not requiring a finding of bad faith or harassment.

Proposed Amended Rule

RULE 13. EFFECT OF SIGNING PLEADINGS, MOTIONS, AND OTHER PAPERS; SANCTIONS

The signatures of attorneys or parties constitute a certificate by them that they have read the pleading, motion, or other paper; the legal citations and references to the record are correct and substantiate the asserted contentions; and that, to the best of their knowledge, information, and belief formed after reasonable inquiry, the instrument is not groundless and brought in bad faith or groundless and brought for the purpose of harassment. Attorneys or parties who bring a fictitious suit as an experiment to obtain an opinion of the court, or who file any fictitious pleading in a cause for such a purpose, or who make statements in pleading that they know to be groundless and false for the purpose of securing delay, shall be held guilty of contempt. If a pleading, motion, or other paper is signed in violation of this rule, the court, upon motion or on its own initiative, after notice and hearing, shall impose an appropriate sanction available under Rule 215-2(b) upon the person who signed it, a represented party, or both. Courts shall presume that pleadings, motions, and other papers are filed in good faith. No sanctions under this rule may be imposed except for good cause, the particulars of which must be stated in the sanction order. "Groundless," for purposes of this rule, means no basis in law or fact and not warranted by a good-faith argument for the extension, modification, or reversal of existing law, including the failure to verify the accuracy of citations generated by artificial intelligence tools. A general denial does not constitute a violation of this rule. The amount requested for damages does not constitute a violation of this rule.

Notes and Comments

Comment to 2026 Change: This amendment reinforces the professional obligation of counsel and unrepresented parties to verify the authenticity and accuracy of all cited authorities and record references in pleadings and other filings. The increasing use of artificial intelligence tools in legal research and drafting heightens the risk of inaccurate or fictitious citations. To preserve the integrity of judicial proceedings and public confidence in the courts, parties must verify cited authorities, regardless of source. Courts are authorized to impose sanctions for failures to verify AI-generated citations without a separate finding of bad faith or harassment.

Side-by-Side Comparison (Key Portions)

Current TRCP 13 (selected sentences)	Proposed TRCP 13
"The signatures of attorneys or parties constitute a certificate by them that they have read the pleading, motion, or other paper; …"	No change to opening clause.
(No express clause on citation/record verification).	Add: "the legal citations and references to the record are correct and substantiate the asserted contentions;"
"Groundless" defined as "no basis in law or fact and not warranted by good faith argument for the extension, modification, or reversal of existing law."	Clarify: "Groundless … means no basis in law or fact and not warranted by a good-faith argument for the extension, modification, or reversal of existing law, including the failure to verify the accuracy of citations generated by artificial intelligence tools."
Notes and Comments—no AI reference.	Add Comment to 2026 change (below).

B. Texas Rules of Appellate Procedure (TRAP 9.1 — Signing)

Goal: Provide an appellate-specific certification requirement and explicit sanction authority in courts of appeals and the Supreme Court for verification failures.

Proposed New Rule 9.1

9.1 Signing

(d) *Effect of Signing.*

(1) The signatures of attorneys or parties constitute a certificate that they have read the brief, motion, or other paper; that the legal citations and references to the record are correct and substantiate the asserted contentions; and that, to the best of their knowledge, information, and belief formed after reasonable inquiry, the instrument is not groundless and brought in bad faith or groundless and brought for the purpose of harassment.

(2) If a brief, motion, or other paper is signed in violation of this rule, the appellate court, upon motion or on its own initiative, after notice and hearing, shall impose an appropriate sanction upon the person who signed it, a represented party, or both. Courts shall presume filings are made in good faith. No sanctions may be imposed except for good cause, the particulars of which must be stated in the sanction order. "Groundless," for purposes of this rule, means no basis in law or fact

and not warranted by a good-faith argument for the extension, modification, or reversal of existing law, including the failure to verify the accuracy of citations generated by artificial intelligence tools.

Notes and Comments

Comment to 2026 change: This amendment reinforces the professional obligation of appellate counsel and unrepresented parties to ensure the accuracy of all case citations, authorities, and record references in briefs and other filings. Given the heightened risk of inaccurate or fictitious citations produced by AI tools, parties must verify the authenticity and accuracy of cited authorities. Courts of Appeals and the Supreme Court are expressly authorized to impose sanctions on counsel or parties who fail to meet this obligation.

Side-by-Side Comparison (Key Additions)

Current TRAP 9.1 (Selected)	Proposed TRAP 9.1(d) (New Subsection)
Requires signatures by counsel or party; no explicit certification content; sanctions authority limited or scattered.	(d) Effect of Signing. (1) The signatures of attorneys or parties constitute a certificate that they have read the brief, motion, or other paper; that the legal citations and references to the record are correct and substantiate the asserted contentions; and that, to the best of their knowledge, information, and belief formed after reasonable inquiry, the instrument is not groundless and brought in bad faith or groundless and brought for the purpose of harassment. (2) If a brief, motion, or other paper is signed in violation of this rule, the appellate court, upon motion or on its own initiative, after notice and hearing, shall impose an appropriate sanction upon the person who signed it, a represented party, or both. Courts shall presume filings are made in good faith. No sanctions may be imposed except for good cause, the particulars of which must be stated in the sanction order. "Groundless," for purposes of this rule, means no basis in law or fact and not warranted by a good-faith argument for the extension, modification, or reversal of existing law, including the failure to verify the accuracy of citations generated by artificial intelligence tools.

VI. A Word of Caution

The Subcommittee considered the risk that expanded sanction authority could encourage the weaponization of sanctions motions. Arguably, existing Texas law already authorizes sanctions for filing pleadings unsupported by law after reasonable inquiry. See Tex. Civ. Prac. & Rem. Code § 10.001(2); *Dinkins v. Calhoun*, 2018 WL 2223024, at *12 (Tex. App.—Fort Worth May 17, 2018, pet. denied).

The proposed amendments seek clarity, not expansion. They do not create a strict-liability regime for clerical mistakes or citation errors, nor are they intended to penalize good-faith mistakes. Courts retain discretion, due-process safeguards, and proportionality requirements. Improper motive—not perfection—remains the touchstone.

Appendix A

Illustrative Incidents (Publicly Reported)

The appendix summarizes incidents to highlight the prevalence and nature of AI-related citation problems. It is not intended to catalog every case.

Examples of the misuse of AI tools in Texas courts (trial and appellate) include the following incidents:

- A Texas lawyer filed an appellant's brief, citing 4 cases for a certain proposition of Texas law. Appellee noted that (1) those cases don't exist and (2) the purported legal theory is not recognized in Texas law. Appellant filed a reply brief but did not respond at all about the missing cases or the fact that the legal theory does not exist in Texas.
- An indigent *pro se* Texas litigant used AI to prepare a brief, citing hallucinated cases.
- A Texas attorney filed a mandamus petition in the court of appeals. The petition referred to a trial court hearing, quoting witness testimony, and citing to page/line portions of the reporter's record. A review of the actual reporter's record does not support the citations: those topics never came up, the referenced witness did not testify as referenced and the citations to the reporter's record are not on point/relevant.

The following chart of publicly reported incidents highlights the continuing nature of the problem and the widespread involvement by parties, lawyers and judges:

Case Name	Court/Year	Issue	Sanction/Outcome
Mata v. Avianca, Inc.	S.D.N.Y., 2023	Lawyers cited 6 fake cases generated by AI	$5,000 fine, ethics training, letters to client
Morgan & Morgan Sanctions	D. Wyoming, 2025	8 fabricated cases in motions in limine	$3,000 lead counsel, $1,000 supervising attorneys
Minnesota Housing Case	Minnesota, 2025	Attorney cited 3 fake cases	$5,000 fine, judicial warning
In re Perkins	Bankr. D. Or., 2025	Pro se litigant used AI-generated citations	No monetary sanction, stern warning
Scott v. Federal Nat'l Mortgage Ass'n	Maine, 2023	Pro se cited fake case law and exhibits	Complaint dismissed, fees and costs imposed
June Order by Judge Julien Neals	D.N.J. 2025	Per the ct: Intern used ChatGPT for research; order contained fake quotes and case outcomes.	Order withdrawn and substituted
July TRO by Judge Henry Wingate	S.D. Miss. 2025	Clerk used Perplexity; July 20 TRO cited non-existent parties and declarations.	Order withdrawn and substituted
Shahid v. Esaam (June 2025)	Georgia Court of Appeals	Trial Ct relied on 2 fictitious cases in denying mtn to reopen divorce / Appellee's brief = 11 of 15 cited cases were bogus	Sanctions issued

See also 4 Legal Ethics Matters That Rocked 2025 - Law360 December 22, 2025 highlighting the misuse of AI. The article noted how AI plagues both litigants and the courts themselves:

> As for the courts themselves, there is even less formalized regulation over AI use.
>
> That could change, after Sen. Chuck Grassley, R-Iowa, chair of the Senate Judiciary Committee, issued a call to the judiciary in October, asking the Administrative Office of the U.S. Courts and the Judicial Conference to "quickly develop decisive and meaningful guidance on the use of AI" in judges' chambers.
>
> Grassley's call came after two federal judges admitted staffers had used AI programs to include errors in orders they later had to fix.

Tab III- Texas Rule of Appellate Procedure 53.7

Memorandum

To: Supreme Court Advisory Committee

From: Appellate Rules Subcommittee

Date: May 29, 2026

Re: April 9, 2026 Referral Regarding Texas Rule of Appellate Procedure 53.7(c)

I. Matter referred to Subcommittee

Texas Rule of Appellate Procedure 53.7. Rule 53.7(c) provides that, if a party timely files a petition for review under Rule 53.7(a), "any other party required to file a petition may do so within 45 days after the last timely motion for rehearing or en banc reconsideration is overruled or within 30 days after any preceding petition is filed, whichever is later." Three types of petitions are frequently filed under Rule 53.7(c): (1) petitions filed by the parties on the same side as the initial petitioner; (2) petitions filed by opposing parties who want to alter the court of appeals' judgment independently of whether the Court considers the initial petition; and (3) conditional petitions filed by opposing parties who only want to alter the judgment if the Court considers the initial petition. The Committee should study whether Rule 53.7 should be amended to require that petition types (1) and (2) be filed by the deadline in Rule 53.7(a). The Committee should also study whether to tie the deadline for petition type (3) to the response, given that the response deadlines are now not set until a response is ordered. The Committee should draft any recommended amendments and be prepared to discuss at the June 5, 2026 meeting.

II. Subcommittee recommendation

The Rule 53.7(c) changes under consideration dovetail with the Texas Supreme Court's recent modifications to the petition for review process, which became effective for PFRs filed on or after January 1, 2026. In broad terms, these modifications streamline and expedite this process so that decisions to grant or deny review are driven by the PFR and any response ordered by the Court to be filed—rather than waiting for the completion of post-PFR briefs on the merits to make this determination. The current version of Rule 53.7(c) is a holdover from prior practice.

After studying the rules governing petitions for review practice, the Subcommittee identified proposed revisions to Rule 53.7(c) discussed below.

III. Discussion

A. Categories (1) and (2)

The Subcommittee recommends setting the deadline for Category (1) filers—involving petitions filed by parties on the same side as the initial petitioner—in conformity with the deadline for filing an initial PFR under Rule 53.7(a), and without building in extra time for filing. Parties on the same side of the case can be expected to coordinate preparation of PFRs so that the filing of the "primary" PFR(s) and any "me too" filings occur within the deadline set by Rule 53.7(a).

The Subcommittee also recommends setting the deadline for Category (2) filers—involving petitions filed by opposing parties who want to alter the court of appeals' judgment independently of whether the Court considers the initial petition—in conformity with the deadline for filing an initial PFR under Rule 53.7(a). By definition, filers in this category are not basing their decisions to seek review on actions taken or not taken by an opposing party. For this reason, there is no practical justification for delaying the deadline for filing a PFR that is going to be filed in any event.

B. Category (3)

Additional considerations come into play when addressing the deadline for opposing parties who want to alter the judgment only if the Court considers the initial petition. There are at least two possible scenarios.

The first scenario involves an opposing party whose PFR is expressly drafted to be "conditional" in the sense that the opposing party states that it wants the underlying judgment to remain unchanged—but, if review is granted and the judgment is changed as a petitioner requests, then the opposing party wants to assert its own separate issues for review and further Court consideration.

The second scenario involves a party who can live with the appellate court's judgment as is even if it is not fully satisfied with the disposition, and for that reason will not file a PFR in the first instance. But, if a PFR is filed, then the not-fully-satisfied opposing party also may want to file its own PFR to advocate for consideration of additional issues. This second scenario still involves a second PFR that is "conditional" in a sense, but it is not expressly drafted to say that it is conditioned on the Court

changing the judgment in response to the first-filed PFR. The opposing party wants to "wait and see" whether the other side files a PFR before filing its own.

With respect to the first scenario, the Subcommittee concludes that—as suggested—it is appropriate to equate the deadlines for filing (1) a response to the first-filed PFR as set by the Court; and (2) a PFR that is expressly drafted to be conditional upon a change to the judgment requested in the first-filed PFR. Doing so would defer the need to file an expressly conditional PFR seeking greater or different relief unless and until a response is filed at the Court's request to the first-filed PFR seeking to change the judgment. The expressly conditioned PFR is not necessary if the first-filed PFR is denied without a response being requested. But if the first-filed PFR is going to receive further Court consideration, then that consideration should include an expressly conditional PFR request predicated on a change in the judgment requested by the first-filed PFR. An opposing party who chooses to file a response to the first-filed PFR voluntarily, before one has been requested by the Court, would be required to file a conditional cross-petition at the same time as its response is filed. Consideration must be given to determining what the ensuing deadlines would be for a response to the conditional cross-petition and any reply in support of the conditional cross-petition. These deadlines could be set by rule, or by Court order.

With respect to the second scenario, addressing a "wait and see" cross-petition that is not expressly conditioned on the grant of a first-filed PFR potentially raises new wrinkles. Requiring this type of cross-petition to be filed on the same day as the first-filed petition (as is proposed for Categories (1) and (2) above) may not be practicable; if the first-filed petition is filed on the last day of the filing period, then there would not be sufficient time to file a cross-petition. The "wait and see" petitioner would need to (1) move for an extension of time to file its cross-petition; or (2) decide to file a "just in case" PFR without waiting to see what the other side does. These circumstances could prompt the filing of additional PFRs that otherwise would not have been filed, or additional requests for extensions of time.

IV. Proposed Revisions to Rule 53.7(c) and related revisions

Here is the current version of Rule 53.7(c):

> *Petitions Filed by Other Parties*. If a party files a petition for review within the time specified in 53.7(a)—or within the time specified by the Supreme Court in an order granting an extension of time to file a petition—any other party required to file a petition may do so within 45 days after the last timely motion for rehearing is overruled or within 30 days after any preceding petition is filed, whichever date is later.

Here is a proposed revised version of Rule 53.7(c) to reflect the considerations discussed above. This revision would replace Rule 53.7(c) in its entirety. Possible additional clarifying language is bracketed in bold for consideration:

> *Petitions Filed by Other Parties*. A conditional cross-petition for review **[seeking greater or different relief than that provided by the appellate court's judgment]** shall be filed no later than the date the response **[to the first-filed petition]** is filed, regardless of whether the response is filed voluntarily or pursuant to the Supreme Court's request. **[All other parties filing a petition must comply with the deadlines established under Rules 53.7(a) and 53.7(f)]**.

Members of the subcommittee raised concerns that "conditional cross-petition" may not be a readily or uniformly understood term. This Committee may wish to consider adding a further definition:

> A conditional cross-petition for review does not independently ask the Supreme Court to grant review, but seeks only to have the Supreme Court consider granting greater or different relief than that provided by the appellate court's judgment if the first-filed petition for review is granted.

The draft revisions to Rule 53.7(c) contemplate that the deadlines for responding to a conditional cross-petition would be governed by a slightly tweaked Rule 53.7(d) ("Any response **[to a petition or conditional cross-petition]** must be filed with the Supreme Court clerk within 30 days after the response **[to the petition or conditional cross-petition]** is ordered.") and a slightly tweaked Rule 53.7(e) ("Any reply **[in support of a petition or conditional cross-petition]** must be filed with the Supreme Court clerk within 15 days after the response is filed.").