



FAT PROPERTY

3800 Garrott St.
Houston, TX 77006

NOTICE OF LANDLORDS INTENT TO EXERCISE CONTRACTUAL LIEN

TO: _____

AND ALL OTHERS IN POSSESSION:

YOU ARE HEREBY NOTIFIED that pursuant to the lease or rental agreement under which you hold the possession of the hereinafter described premises, there is now due and unpaid rent in the total sum of: _____ representing rent due and late fees.

YOU ARE FURTHER NOTIFIED that landlord intends to exercise their right to enforce a contractual lien and may enter the property and seize non-exempt property for the purpose of payment of unpaid rent. Note that while vacating the property prior to the exercise of a contractual lien might protect your belongings from being seized, you are still personally and legally liable for all past due rent owed.

YOU ARE FURTHER NOTIFIED landlord has already instituted legal proceedings for an unlawful detainer against you to recover possession of said premises, to declare said lease or rental agreement forfeited and to recover rent and damages. The premises are located at: _____

Date: _____

Person to Pay: Fat Property, LLC

Address to pay: Website: <http://fatproperty.managebuilding.com>

(Payment can also be made in person to **3800 Garrott St, Houston Texas 77006**)

Phone Number: 832.833.6916

This notice is being hand delivered, as well as sent via e-mail to the address provided by tenant in possession. Per section 32 of the Texas Association of Realtors Residential lease, tenant and landlord consent to receive notices via e-mail.

Additional information regarding the execution of a contractual lean is provided via the property code on the following pages



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§ 54.041. **LIEN.** A landlord of a single or multifamily residence has a lien for unpaid rent that is due. The lien attaches to nonexempt property that is in the residence or that the tenant has stored in a storage room.

Acts 1983, 68th Leg., p. 3560, ch. 576, § 1, eff. Jan. 1, 1984.

§ 54.042. **EXEMPTIONS.** A lien under this subchapter does not attach to:

- (1) wearing apparel;
- (2) tools, apparatus, and books of a trade or profession;
- (3) schoolbooks;
- (4) a family library;
- (5) family portraits and pictures;
- (6) one couch, two living room chairs, a dining table and chairs;
- (7) beds and bedding;
- (8) kitchen furniture and utensils;
- (9) food and foodstuffs;
- (10) medicine and medical supplies;
- (11) one automobile and one truck;
- (12) agricultural implements;
- (13) children's toys not commonly used by adults;
- (14) goods that the landlord or the landlord's agent knows are owned by a person other than the tenant or an occupant of the residence; and
- (15) goods that the landlord or the landlord's agent knows are subject to a recorded chattel mortgage or financing agreement.

Acts 1983, 68th Leg., p. 3560, ch. 576, § 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 305, § 1, eff. Aug. 26, 1985.

§ 54.043. **ENFORCEABILITY OF CONTRACTUAL PROVISIONS.**

- (a) A contractual landlord's lien is not enforceable unless it is underlined or printed in conspicuous bold print in the lease agreement.
- (b) A provision of a lease that purports to waive or diminish a right, liability, or exemption of this subchapter is void to the extent limited by this subchapter.



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Acts 1983, 68th Leg., p. 3561, ch. 576, § 1, eff. Jan. 1, 1984.

§ 54.044. SEIZURE OF PROPERTY.

(a) The landlord or the landlord's agent may not seize exempt property and may seize nonexempt property only if it is authorized by a written lease and can be accomplished without a breach of the peace.

(b) Immediately after seizing property under Subsection (a) of this section, the landlord or the landlord's agent shall leave written notice of entry and an itemized list of the items removed. The notice and list shall be left in a conspicuous place within the dwelling. The notice must state the amount of delinquent rent and the name, address, and telephone number of the person the tenant may contact regarding the amount owed. The notice must also state that the property will be promptly returned on full payment of the delinquent rent.

(c) Unless authorized in a written lease, the landlord is not entitled to collect a charge for packing, removing, or storing property seized under this section.

(d) If the tenant has abandoned the premises, the landlord or the landlord's agent may remove its contents.

Acts 1983, 68th Leg., p. 3561, ch. 576, § 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 305, § 1, eff. Aug. 26, 1985.

§ 54.045. SALE OF PROPERTY.

(a) Property seized under Section 54.044 may not be sold or otherwise disposed of unless the sale or disposition is authorized in a written lease.

(b) Before selling seized property, the landlord or the landlord's agent must give notice to the tenant not later than the 30th day before the date of the sale. The notice must be sent to the tenant by both first class mail and certified mail, return receipt requested, at the tenant's last known address. The notice must contain:

- (1) the date, time, and place of the sale;
 - (2) an itemized account of the amount owed by the tenant to the landlord;
- and



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(3) the name, address, and telephone number of the person the tenant may contact regarding the sale, the amount owed, and the right of the tenant to redeem the property under Subsection (e) of this section.

(c) A sale under this section is subject to a recorded chattel mortgage or financing statement. The property shall be sold to the highest cash bidder. Proceeds from the sale shall be applied first to delinquent rents and, if authorized by the written lease, reasonable packing, moving, storage, and sale costs.

(d) Any sale proceeds remaining after payment of the amounts authorized in Subsection (c) of this section shall be mailed to the tenant at the tenant's last known address not later than the 30th day after the date of the sale. The landlord shall provide the tenant with an accounting of all proceeds of the sale not later than the 30th day after the date on which the tenant makes a written request for the accounting.

(e) The tenant may redeem the property at any time before the property is sold by paying to the landlord or the landlord's agent all delinquent rents and, if authorized in the written lease, all reasonable packing, moving, storage, and sale costs.

Added by Acts 1985, 69th Leg., ch. 305, § 1, eff. Aug. 26, 1985.