Commercial Landlord's Remedies for Tenant's Breach

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Landlord's Options on Tenant's Breach

- Negotiate with Tenant
- Self-Help Eviction (Lockout)
- Judicial Eviction
- Sue for Damages

Negotiate with Tenant

- Proceed with Caution
  - *Glasscock v. Console Drive*
  - *Gill Savs. Ass's v. Chair King*

Self-Help Eviction under Section 93.002 of the Texas Property Code

- Non-Payment of Rent
- Not When Tenant is Inside (or it's false imprisonment)
- Notice Requirements and New Key
  - written notice on the tenant's front door stating the name and the address or telephone number of the individual or company from which the new key may be obtained
  - new key is required to be provided only during the tenant's regular business hours and only if the tenant pays the delinquent rent
- Conflicting Language in Lease Controls

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