

Texas Water Code Sec. 67.016(d), states that a WSC can and may require ownership of property as a condition of membership and service. This means a WSC board can require that the property owner be the member of the WSC, and therefore responsible for the payment of all bills and charges for that account or multiple accounts. This requirement should be in the WSC's tariff.

The sample language in Section E of the TRWA Model Tariff requires the owner of the property where service is provided to be the member, and thus, responsible for water or sewer charges. There is a provision in Section E that allows for an "Alternate Billing Agreement" to be issued by the property owner for the renter to receive the first bill each month, even though the owner holds the membership. However, this clearly states that the owner is ultimately responsible for any charges for that location, even though the bill has been sent to someone else. TRWA suggests that if alternate billing agreements are used for rental properties, past due bills are sent to the owner and renter so the owner can investigate why the bills are not being paid and make payment themselves so the meter is not disconnected.

Note that the WSC should be careful of property owners that attempt to use control of the water service as a means of evicting a tenant without going through the procedures required by the Texas Property Code. In fact, Section 92.008 of the Texas Property Code expressly provides that "a landlord or a landlord's agent may not interrupt or cause the interruption of utility service paid for directly to the utility company by a tenant unless the interruption results from bona fide repairs, construction, or emergency." A landlord may attempt eviction by informing the WSC that he or she wants the membership canceled and the meter locked, even though the renter is keeping the service account up to date under the alternate billing agreement. Section E of the TRWA's Model Tariff also provides that, in such circumstance, the WSC will provide advance notice to the renter prior to disconnect. The intent is to allow the renter time to exercise whatever remedies the law allows while hopefully keeping the WSC out of the crossfire.