



Texas Department
of Motor Vehicles

LANDLORD'S LIEN FORECLOSURE

INSTRUCTIONS ON PAGE 2

General Information

Vehicle Identification Number		Year	Make	Body Style	Model
License plate number	Year of license	State of issuance		Expiration	
Tenant on lease or rental agreement		Address of tenant (Street Address, City, State, Zip)			Lease or rental agreement date

Landlord's Lien Foreclosure/Public Sale Information

Charges Due	Unpaid Rent \$	Packing, moving, storage, sales (if authorized) \$	Total charges due \$
Possession	Date landlord seized the non-exempt motor vehicle		
Notice of Seizure	Date Notice of Seizure was left within the tenant's home dwelling		
Notice of Sale	Date Notice of Sale was sent by First Class mail AND by certified mail, return receipt requested		
Public Sale	Date of public sale	Location of public sale	

NOTE: On page 2, see *Landlord's Lien Foreclosure Procedures* for notification requirements.

Affidavit of Statutory Lienholder - State law makes falsifying information a third-degree felony

I, the undersigned statutory lienholder, certify that the statements are true and correct and that the vehicle described above is not exempt property and was seized on the lease/rental property for unpaid rental charges, and the owner was notified, as required by statute. I also certify I have complied with all applicable provisions of Chapter 54 of the Texas Property Code, and I am, therefore, proceeding to foreclose on the statutory landlord's lien in accordance with state law.

Printed Name of Landlord/Lessor	Complete Address of Landlord/Lessor (Street Address, City, State, Zip)
Printed Name of Landlord/Lessor or Authorized Agent	Signature of Landlord/Lessor or Authorized Agent
NOTARY STAMP HERE	Subscribed and sworn to before me this _____ day of _____, _____ (Year).
	Notary Public _____ County, Texas My commission expires _____ Date

Seller/Buyer Assignment/Odometer Disclosure Statement

By virtue of the public sale outlined above and in accordance with the laws of the State of Texas, I, the undersigned statutory lienholder, for the sum of \$ _____, sell and assign the vehicle described on this affidavit to the highest bidder at said sale to:

Name	Street Address	City	State	Zip
------	----------------	------	-------	-----

State and federal laws require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The odometer reading is _____ (no tenths).

I, the seller/agent, certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

☐ The mileage stated is in excess of the mechanical limits.

☐ The odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

Date of Sale	Signature of Seller/Agent	Printed Name of Seller/Agent
--------------	---------------------------	------------------------------

I, the buyer/agent, am aware of the above odometer certification made by the seller/agent.

Date	Signature of Buyer/Agent	Printed Name of Buyer/Agent
------	--------------------------	-----------------------------

LANDLORD'S LIEN FORECLOSURE

Landlord's Lien Foreclosure Procedures

GENERAL INFORMATION - A copy of the signed lease or rental agreement must be submitted and must include this method of disposition in underlined or conspicuous bold print. A title record in the tenant's name must be submitted for the vehicle. Title verification is required, either from Texas, or if the vehicle was last titled out of state, a verification from that state. In addition, a release of lien must be submitted if the title record indicates a lienholder.

Ownership can **only** be obtained through a court order if a copy of the signed lease or rental agreement (with the required statement in underlined or conspicuous bold print) is unavailable, if the title record for the vehicle is not in the tenant's name, if a title verification from the state of title cannot be obtained, or if a release of lien cannot be obtained.

The vehicle must be non-exempt property in order to use this procedure. One automobile and one truck each at the property are exempt. Additional automobiles and trucks at the property are considered non-exempt.

- 1. NOTICE OF SEIZURE** - A non-exempt motor vehicle may only be seized if authorized in the written lease or rental agreement. The landlord must leave a written notice in a conspicuous place within the tenant's dwelling immediately after seizing the motor vehicle. This notice must state the amount of the 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 the motor vehicle will be promptly returned on full payment of the delinquent rent.

NOTE: Proof of this notice is not required to be attached to the title application.

- 2. NOTICE OF SALE** - Not later than 30 days before the date of sale, the landlord/lessor must notify the tenant by both first class mail AND certified mail, return receipt requested, of the charges due and request payment. The notices must include in the notice the date, time, and place of the sale; an itemized account of the amount owed by the tenant to the landlord; and 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.

NOTE: Proof of the notice sent by certified mail, as detailed below, is required to be attached to the title application. Proof of the notice sent by first class mail, is not required to be attached to the title application.

- 3. CHARGES** - The landlord cannot charge for packing, removing, or storing the motor vehicle unless authorized in the written lease or rental agreement.
- 4. PUBLIC SALE** - The landlord/lessor may sell the vehicle at public sale to the highest cash bidder if charges are not paid before the 31st day after the day the Notices of Sale were mailed. The proceeds shall be applied to the payment of charges and the balance shall be paid to the person entitled to them. **Public sale must be authorized in the written lease or rental agreement.**
- 5. EXCESS SALE PROCEEDS** - Any sale proceeds remaining after being applied to the total charges due must be mailed to the tenant at the tenant's last known address not later than the 30th day after the date of the sale.
- 6. APPLICATION FOR TITLE** - The highest bidder at public sale must apply for title.

Evidence Required to Transfer Ownership

- a. Form 130-U** - *Application for Texas Title.*
- b. Form VTR-265-L** - *Landlord's Lien Foreclosure.*
- c. Lease or Rental Agreement** - Attach copy of the lease or rental agreement that is signed by both the tenant and the landlord. The agreement must authorize disposition or sale of the vehicle in underlined or conspicuous bold print. The agreement must authorize the collection of fees for packing, removing, or storing the vehicle if they are being charged.
- d. Verification of Title** - If the vehicle is titled in Texas, verification of Texas title is required. If titled outside of Texas, verification of title from the state of record is required. The title verification must show the tenant's name as the owner.
- e. Proof of Notification**
Notice by Certified Mail - Proof consists of the date stamped receipts for certified mail and return receipt, together with any **unopened** certified letter(s) returned as undeliverable, unclaimed, refused, or no forwarding address. Proof of the notice sent by first class mail is not required. **Note: Track and Confirm is not acceptable in lieu of certified mail and return receipt.**
- f. Release of Lien(s)** - if applicable. A release of lien is required if a lien is indicated on the title/registration verification.
- g. Liability Insurance** - A copy of current proof of liability insurance in the applicant's name.
- h. Out-of-State Vehicles** - An *Out-of-State Identification Certificate*, **Form VI-30**, or a Texas Vehicle Inspection Report and a certified weight certificate if the vehicle is a commercial vehicle.