Texas Department of Motor Vehicles

Landlord's Lien Foreclosure

Vehicle Information

Vehicle Identification Number	Year	Make	Body Style	Model
License Plate State and Number (if any)	Printed Name of Owner(s) Listed on Title/Registration Verification			

Lease Information

Landlord/Lessor's Name			Date Lease/Rental Agreement Signed
Landlord/Lessor's Address	City	State	Zip
Tenant's First Name (or Entity Name)	Middle Name	Last Name	Suffix (if any)
Tenant's Address	City	State	Zip

Foreclosure/Public Sale Information

Charges Due	Unpaid Rent $	Packing, Moving, Storage, Sales (if authorized) $	Total Charges Due $	
Possession	Date Landlord Seized Non-Exempt Motor Vehicle			
Notice Dates	Date Notice of Seizure Was Left Within the Tenant's Home Dwelling		Date Notices of Sale Mailed	
Public Sale	Date of Public Sale	Location of Public Sale		Sales Price $
Purchaser	First Name (or Entity)	Middle Name	Last Name	Suffix (if any)
	Address	City	State	Zip

Odometer Disclosure Statement

Federal and state law require that you state the mileage upon transfer of ownership. Providing a false statement or failure to complete this form may result in fines and/or imprisonment. I, the seller/agent, certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the statements is checked:

Odometer Reading (no tenths)

☐ Mileage Exceeds Mechanical Limits
☐ Not Actual Mileage (WARNING – ODOMETER DISCREPANCY)

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

Signature of Seller/Agent | Date of Sale | Signature of Purchaser/Agent | Date

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

I, the undersigned statutory lienholder, certify the statements are true and correct and the vehicle described above is not exempt property, 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 Texas Property Code, Chapter 54, and I am, therefore, proceeding to foreclose on the statutory landlord's lien in accordance with state law.

Signature of Landlord/Lessor or Authorized Agent | Printed Name (Same as Signature) | Date

NOTARY STAMP HERE

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed on this document, and being by me first duly sworn, declared that the statements herein contained are true and correct.

State of Texas, County of | Notary Public's Signature | Date

Landlord's Lien Foreclosure

Information

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. The landlord cannot charge for packing, removing, or storing the motor vehicle unless authorized in the written lease or rental agreement. Additionally, disposing of a vehicle by public sale must be authorized in the written lease or rental agreement.

A copy of the signed lease or rental agreement must be submitted and 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 a verification from that state if the vehicle was last titled outside of Texas. In addition, an original 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 when a lien is on the record.

FOR MORE INFORMATION – You may refer to the TxDMV Motor Vehicle Title Manual (Chapter 23).

Foreclosure Procedures

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 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, 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. **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. 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.
4. **APPLICATION FOR TITLE** - The highest bidder at public sale must apply for title unless the vehicle is purchased by a licensed motor vehicle dealer with a current General Distinguishing Number (GDN).

Evidence Required to Transfer Ownership

1. ***Application for Texas Title and/or Registration*** **(Form 130-U)**
2. ***Landlord's Lien Foreclosure*** **(Form VTR-265-L)**
3. **Verification of Title** – Verification of title from the state of record.
4. **Copy of Lease/Rental Agreement** – 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.
5. **Proof of Notifications**
   - Notices by Certified Mail – Proof consists of the date stamped receipts for certified mail and return receipt, including any unopened certified letter(s) returned as undeliverable, unclaimed, refused, or no forwarding address.
6. **Release of Lien(s)** (if applicable) – An original release of lien is required if a lien is indicated on the title verification.
7. **Liability Insurance** – A copy of current proof of liability insurance in the applicant's name if applying for registration.
8. **Out of State Vehicles** - Texas Vehicle Inspection Report (and certified weight certificate if the vehicle is a commercial vehicle).