

LEASE TERMINATION FOR VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT AND STALKING

Summary

Under current law, landlords and property owners in the State of Texas must comply with Section 92.016 and 92.1061 of the Texas Property Code. This law allows for victims of certain crimes involving family violence, sexual assault, child sexual abuse and stalking to terminate residential leases for their safety.

Notice

A tenant exercising this recourse must provide a 30-day notice to their landlord or the landlord's agent that they intend to terminate their residential lease. The tenant will be liable for rent owed during the 30-day notice period. 30 days' written notice is not required if the violence was committed by a co-tenant or occupant¹ of the dwelling.²

Documentation

Tenant must provide ONE type of supporting documentation to their landlord. The statute lists a variety of documentation including court orders under the Family Code³ and the Code of Criminal Procedure⁴ and documentation from third-party a professional who has examined, evaluated or assisted the victim.⁵

Vacate

A tenant wishing to exercise this right must vacate the residence to formally terminate their leases and be released from financial and civil liability.

Tenant and Landlord Liabilities and Responsibilities

Tenants are responsible for delinquent, unpaid rent or other sums owed to the landlord prior to the date of notice. However, if the lease does not contain language substantially equivalent to the following:

"Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, certain sexual offenses or stalking," the tenant is not liable for unpaid rent.

A landlord who violates a tenant's right to lawfully terminate their lease is liable to the tenant for actual damages, a civil penalty equal in amount to the amount of one month's rent plus \$500, and attorney's fees.

A tenant's right to terminate a lease before the end of the lease term, vacate the dwelling, and avoid liability under the law may not be waived by a tenant.

¹ Texas Property Code [92.001\(6\)](#) and [92.016](#) (a)(2)

² Texas Property Code Section 92.016 (c-1)

³Temporary Ex-Parte Protective Order or a Final Protective Order under the Family Code; or a Temporary injunction within temporary divorce suits under the Family Code

⁴ Magistrate's Order of Emergency Protection or a Protective Order under Chapter 7A of the Code of Criminal Procedure

⁵ Documentation from a licensed medical or mental health care provider who examined or evaluated the victim; Documentation from an advocate at a family violence or rape crisis center who assisted the victim

30 Day Notice to Vacate for a Tenant

To: _____ (Name of Landlord or Property Manager)

From: _____ (Tenant name)

I am a tenant at _____

(address, unit number, city and state) and a victim of crime as described under Section 71.004 of the Family Code⁶; or a victim or parent or guardian of a victim of a crime described under Sections 22.011, 22.021, 21.11, 43.25, 21.02 or 15.01 of the Penal Code⁷ or Section 42.072 of the Penal Code⁸.

Pursuant to Texas Property Code §92.016 (c) (3) / §92.0161 (d) (2) this letter constitutes my 30-day notice that I will end my residential agreement and vacate the dwelling on or before: _____ **(Enter date 30 days from date Notice submitted.)**

This terminates my liability for future rent and any other sums due under the lease contract for terminating the lease and vacating the dwelling before the end of the lease term.

(Tenant Signature)

(Date Submitted by Tenant)

(Landlord/Landlord's Agent Name)

(Landlord/Landlord's Agent Name
Signature)

⁶ Family violence

⁷ Sexual assault, aggravated sexual assault, indecency with a child, sexual performance by a child, continuous sexual abuse of a child, an attempt to commit any of these crimes

⁸ Stalking