

BILL ANALYSIS

S.B. 83
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Business & Industry
Committee Report (Unamended)

BACKGROUND AND PURPOSE

Currently, the only options for a victim of non-intimate partner sexual assault who is renting are to flee the residence, facing fines and charges as well as harm to the person's credit and rental history for breaking the lease, or to remain in a potentially dangerous place.

Current law authorizes a victim of domestic violence to terminate a residential lease but only in a case of documented domestic violence and only when the perpetrator is on the lease with the victim.

S.B. 83 authorizes a victim of, or a parent or guardian of a victim of, a sexual assault, aggravated sexual assault, or continuous sexual abuse of a child to terminate a lease early and avoid liability if the assault took place at the leased property.

RULEMAKING AUTHORITY

It is the committee's opinion that this bill does not expressly grant any additional rulemaking authority to a state officer, department, agency, or institution.

ANALYSIS

S.B. 83 amends the Property Code to provide that a temporary ex parte protective order is a valid protective order for the purposes of a tenant's right to terminate a lease and vacate a dwelling and avoid liability for future rent and other sums due under the lease due to family violence. The bill, adding to the enumerated events the occurrence of which are a prerequisite to the exercise of that right, requires such a tenant to provide written notice of termination to the landlord on or before the 30th day before the date the lease terminates, and requires 30 more full days to elapse after the date the tenant provides such written notice. The bill provides, however, that if the violence is committed by a cotenant or occupant of the dwelling, the written notice of termination is not required.

S.B. 83 authorizes a tenant to terminate the tenant's rights and obligations under a lease and vacate the dwelling and avoid liability for future rent and any other sums due under the lease for terminating the lease and vacating the dwelling before the end of the lease term if the tenant is the victim, or a parent or guardian of a victim, of sexual assault, aggravated sexual assault, or continuous sexual abuse of a child and the offense takes place during the preceding six-month period on the premises or any dwelling on the premises. The bill requires such a tenant to provide to the landlord or landlord's agent a copy of documentation of the assault or abuse from a licensed health care services provider who examined the victim, a licensed mental health services provider who examined or evaluated the victim, or an individual authorized under the Sexual Assault Prevention and Crisis Services Act or documentation of a protective order. The bill authorizes such a tenant to exercise the right to terminate the lease, vacate the dwelling before the end of the lease term, and avoid liability beginning on the date after all of the following events have occurred: the tenant provides the relevant documentation to the landlord; the tenant provides written notice of termination of the lease to the landlord on or before the 30th

day before the date the lease terminates; 30 more full days elapse after the date the tenant provides such written notice; and the tenant vacates the dwelling. The bill defines "occupant." The bill specifies that such provisions do not affect the liability of such a tenant for delinquent, unpaid rent or other sums owed the landlord before the lease was terminated. The bill makes a landlord who violates such provisions liable to a tenant for actual damages, a civil penalty equal to the amount of one month's rent plus \$500, and attorney's fees. The bill releases a tenant who terminates a lease under such provisions from all liability for any delinquent, unpaid rent owed to the landlord on the effective date of the lease termination if the lease does not contain language notifying the tenant that the tenant has rights to terminate a lease early in a situation addressed by the bill. The bill establishes that the rights of a tenant under such provisions may not be waived by the tenant.

EFFECTIVE DATE

January 1, 2010.