

By: Nelson, Uresti

S.B. No. 83

A BILL TO BE ENTITLED

AN ACT

1
2 relating to a right to vacate and avoid residential lease liability
3 following the occurrence of certain sex offenses or domestic
4 violence; providing a penalty.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Section 92.016, Property Code, is amended by
7 amending Subsections (b) and (c) and adding Subsection (c-1) to
8 read as follows:

9 (b) A tenant may terminate the tenant's rights and
10 obligations under a lease and may vacate the dwelling and avoid
11 liability for future rent and any other sums due under the lease for
12 terminating the lease and vacating the dwelling before the end of
13 the lease term if the tenant complies with Subsection (c) and
14 ~~[obtains and]~~ provides the landlord or the landlord's agent a copy
15 of one or more of the following orders protecting the tenant or an
16 occupant from family violence ~~[committed by a cotenant or occupant~~
17 ~~of the dwelling]~~:

18 (1) a temporary injunction issued under Subchapter F,
19 Chapter 6, Family Code; ~~[or]~~

20 (2) a temporary ex parte order issued under Chapter
21 83, Family Code; or

22 (3) a protective order issued under Chapter 85, Family
23 Code.

24 (c) A tenant may exercise the rights to terminate the lease

1 under Subsection (b), vacate the dwelling before the end of the
2 lease term, and avoid liability beginning on the date after all of
3 the following events have occurred:

4 (1) a judge signs an order described by Subsection
5 (b);

6 (2) the tenant provides ~~[has delivered]~~ a copy of the
7 relevant documentation described by Subsection (b) ~~[order]~~ to the
8 landlord; ~~[and]~~

9 (3) the tenant provides written notice of termination
10 of the lease to the landlord on or before the 30th day before the
11 date the lease terminates;

12 (4) the 30th day after the date the tenant provided
13 notice under Subdivision (3) expires; and

14 (5) the tenant vacates ~~[has vacated]~~ the dwelling.

15 (c-1) If the family violence is committed by a cotenant or
16 occupant of the dwelling, a tenant may exercise the right to
17 terminate the lease under the procedures provided by Subsection
18 (b)(1) or (3) and Subsection (c), except that the tenant is not
19 required to provide the notice described by Subsection (c)(3).

20 SECTION 2. Subchapter A, Chapter 92, Property Code, is
21 amended by adding Section 92.0161 to read as follows:

22 Sec. 92.0161. RIGHT TO VACATE AND AVOID LIABILITY FOLLOWING
23 CERTAIN SEX OFFENSES. (a) In this section, "occupant" has the
24 meaning assigned by Section 92.016.

25 (b) A tenant may terminate the tenant's rights and
26 obligations under a lease and may vacate the dwelling and avoid
27 liability for future rent and any other sums due under the lease for

1 terminating the lease and vacating the dwelling before the end of
2 the lease term after the tenant complies with Subsection (c).

3 (c) If the tenant is a victim of sexual assault or a parent
4 or guardian of a victim of sexual assault under Section 22.011,
5 Penal Code, aggravated sexual assault under Section 22.021, Penal
6 Code, or continuous sexual abuse of a child under Section 21.02,
7 Penal Code, that takes place during the preceding six-month period
8 on the premises or at any dwelling on the premises, the tenant shall
9 provide to the landlord or the landlord's agent a copy of:

10 (1) documentation of the assault or abuse of the
11 victim from a licensed health care services provider who examined
12 the victim;

13 (2) documentation of the assault or abuse of the
14 victim from a licensed mental health services provider who examined
15 or evaluated the victim;

16 (3) documentation of the assault or abuse of the
17 victim from an individual authorized under Chapter 420, Government
18 Code, who provided services to the victim; or

19 (4) documentation of a protective order issued under
20 Chapter 7A, Code of Criminal Procedure.

21 (d) A tenant may exercise the rights to terminate the lease
22 under Subsection (b), vacate the dwelling before the end of the
23 lease term, and avoid liability beginning on the date after all of
24 the following events have occurred:

25 (1) the tenant provides a copy of the relevant
26 documentation described by Subsection (c) to the landlord;

27 (2) the tenant provides written notice of termination

1 of the lease to the landlord on or before the 30th day before the
2 date the lease terminates;

3 (3) the 30th day after the date the tenant provided
4 notice under Subdivision (2) expires; and

5 (4) the tenant vacates the dwelling.

6 (e) Except as provided by Subsection (g), this section does
7 not affect a tenant's liability for delinquent, unpaid rent or
8 other sums owed to the landlord before the lease was terminated by
9 the tenant under this section.

10 (f) A landlord who violates this section is liable to the
11 tenant for actual damages, a civil penalty equal to the amount of
12 one month's rent plus \$500, and attorney's fees.

13 (g) A tenant who terminates a lease under Subsection (b) is
14 released from all liability for any delinquent, unpaid rent owed to
15 the landlord by the tenant on the effective date of the lease
16 termination if the lease does not contain language substantially
17 equivalent to the following:

18 "Tenants may have special statutory rights to terminate the
19 lease early in certain situations involving sexual assault or
20 sexual abuse."

21 (h) A tenant may not waive a tenant's right to terminate a
22 lease before the end of the lease term, vacate the dwelling, and
23 avoid liability under this chapter.

24 SECTION 3. The change in law made by this Act applies only
25 to a lease that is executed or renewed on or after the effective
26 date of this Act. A lease that is executed or renewed before the
27 effective date of this Act is governed by the law in effect at the

1 time the lease was executed or renewed, and that law is continued in
2 effect for that purpose.

3 SECTION 4. This Act takes effect January 1, 2010.