

1-1 By: Nelson S.B. No. 83  
1-2 (In the Senate - Filed November 10, 2008; February 10, 2009,  
1-3 read first time and referred to Committee on Jurisprudence;  
1-4 March 20, 2009, reported adversely, with favorable Committee  
1-5 Substitute by the following vote: Yeas 6, Nays 0; March 20, 2009,  
1-6 sent to printer.)

1-7 COMMITTEE SUBSTITUTE FOR S.B. No. 83 By: Harris

1-8 A BILL TO BE ENTITLED  
1-9 AN ACT

1-10 relating to a right to vacate and avoid residential lease liability  
1-11 following the occurrence of certain sex offenses or domestic  
1-12 violence; providing a penalty.

1-13 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

1-14 SECTION 1. Section 92.016, Property Code, is amended by  
1-15 amending Subsections (b) and (c) and adding Subsection (c-1) to  
1-16 read as follows:

1-17 (b) A tenant may terminate the tenant's rights and  
1-18 obligations under a lease and may vacate the dwelling and avoid  
1-19 liability for future rent and any other sums due under the lease for  
1-20 terminating the lease and vacating the dwelling before the end of  
1-21 the lease term if the tenant complies with Subsection (c) and  
1-22 ~~[obtains and]~~ provides the landlord or the landlord's agent a copy  
1-23 of one or more of the following orders protecting the tenant or an  
1-24 occupant from family violence ~~[committed by a cotenant or occupant~~  
1-25 ~~of the dwelling]~~:

1-26 (1) a temporary injunction issued under Subchapter F,  
1-27 Chapter 6, Family Code; ~~[or]~~

1-28 (2) a temporary ex parte order issued under Chapter  
1-29 83, Family Code; or

1-30 (3) a protective order issued under Chapter 85, Family  
1-31 Code.

1-32 (c) A tenant may exercise the rights to terminate the lease  
1-33 under Subsection (b), vacate the dwelling before the end of the  
1-34 lease term, and avoid liability beginning on the date after all of  
1-35 the following events have occurred:

1-36 (1) a judge signs an order described by Subsection  
1-37 (b);

1-38 (2) the tenant provides ~~[has delivered]~~ a copy of the  
1-39 relevant documentation described by Subsection (b) [order] to the  
1-40 landlord; [and]

1-41 (3) the tenant provides written notice of termination  
1-42 of the lease to the landlord on or before the 30th day before the  
1-43 date the lease terminates;

1-44 (4) the 30th day after the date the tenant provided  
1-45 notice under Subdivision (3) expires; and

1-46 (5) the tenant vacates ~~[has vacated]~~ the dwelling.

1-47 (c-1) If the family violence is committed by a cotenant or  
1-48 occupant of the dwelling, a tenant may exercise the right to  
1-49 terminate the lease under the procedures provided by Subsection  
1-50 (b)(1) or (3) and Subsection (c), except that the tenant is not  
1-51 required to provide the notice described by Subsection (c)(3).

1-52 SECTION 2. Subchapter A, Chapter 92, Property Code, is  
1-53 amended by adding Section 92.0161 to read as follows:

1-54 Sec. 92.0161. RIGHT TO VACATE AND AVOID LIABILITY FOLLOWING  
1-55 CERTAIN SEX OFFENSES. (a) In this section, "occupant" has the  
1-56 meaning assigned by Section 92.016.

1-57 (b) A tenant may terminate the tenant's rights and  
1-58 obligations under a lease and may vacate the dwelling and avoid  
1-59 liability for future rent and any other sums due under the lease for  
1-60 terminating the lease and vacating the dwelling before the end of  
1-61 the lease term after the tenant complies with Subsection (c).

1-62 (c) If the tenant is a victim of sexual assault or a parent  
1-63 or guardian of a victim of sexual assault under Section 22.011,

2-1 Penal Code, aggravated sexual assault under Section 22.021, Penal  
2-2 Code, or continuous sexual abuse of a child under Section 21.02,  
2-3 Penal Code, that takes place during the preceding six-month period  
2-4 on the premises or at any dwelling on the premises, the tenant shall  
2-5 provide to the landlord or the landlord's agent a copy of:

2-6 (1) documentation of the assault or abuse of the  
2-7 victim from a licensed health care services provider who examined  
2-8 the victim;

2-9 (2) documentation of the assault or abuse of the  
2-10 victim from a licensed mental health services provider who examined  
2-11 or evaluated the victim;

2-12 (3) documentation of the assault or abuse of the  
2-13 victim from an individual authorized under Chapter 420, Government  
2-14 Code, who provided services to the victim; or

2-15 (4) documentation of a protective order issued under  
2-16 Chapter 7A, Code of Criminal Procedure.

2-17 (d) A tenant may exercise the rights to terminate the lease  
2-18 under Subsection (b), vacate the dwelling before the end of the  
2-19 lease term, and avoid liability beginning on the date after all of  
2-20 the following events have occurred:

2-21 (1) the tenant provides a copy of the relevant  
2-22 documentation described by Subsection (c) to the landlord;

2-23 (2) the tenant provides written notice of termination  
2-24 of the lease to the landlord on or before the 30th day before the  
2-25 date the lease terminates;

2-26 (3) the 30th day after the date the tenant provided  
2-27 notice under Subdivision (2) expires; and

2-28 (4) the tenant vacates the dwelling.

2-29 (e) Except as provided by Subsection (g), this section does  
2-30 not affect a tenant's liability for delinquent, unpaid rent or  
2-31 other sums owed to the landlord before the lease was terminated by  
2-32 the tenant under this section.

2-33 (f) A landlord who violates this section is liable to the  
2-34 tenant for actual damages, a civil penalty equal to the amount of  
2-35 one month's rent plus \$500, and attorney's fees.

2-36 (g) A tenant who terminates a lease under Subsection (b) is  
2-37 released from all liability for any delinquent, unpaid rent owed to  
2-38 the landlord by the tenant on the effective date of the lease  
2-39 termination if the lease does not contain language substantially  
2-40 equivalent to the following:

2-41 "Tenants may have special statutory rights to terminate the  
2-42 lease early in certain situations involving sexual assault or  
2-43 sexual abuse."

2-44 (h) A tenant may not waive a tenant's right to terminate a  
2-45 lease before the end of the lease term, vacate the dwelling, and  
2-46 avoid liability under this chapter.

2-47 SECTION 3. The change in law made by this Act applies only  
2-48 to a lease that is executed or renewed on or after the effective  
2-49 date of this Act. A lease that is executed or renewed before the  
2-50 effective date of this Act is governed by the law in effect at the  
2-51 time the lease was executed or renewed, and that law is continued in  
2-52 effect for that purpose.

2-53 SECTION 4. This Act takes effect January 1, 2010.

2-54 \* \* \* \* \*