BILL ANALYSIS

AUTHOR'S / SPONSOR'S STATEMENT OF INTENT

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

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

C.S.S.B. 83 authorizes a victim of domestic violence to terminate a lease, authorizes victims of non-intimate partner sexual assault to terminate a lease if the assault took place at the home, and authorizes the parents of child victims of sexual abuse to terminate a lease in certain situations. The bill deletes the requirements that a judge sign an order prior to the lease termination.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Section 92.016, Property Code, by amending Subsections (b) and (c) and adding Subsection (c-1), as follows:

> (b) 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 if the tenant complies with Subsection (c) and provides, rather than obtains and provides, the landlord or the landlord's agent a copy of one or more of the following orders protecting the tenant or an occupant from family violence, rather than from family violence committed by a cotenant or occupant of the dwelling:
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>> (1) a temporary injunction issued under Subchapter F (Temporary Orders), Chapter 6 (Suit for Dissolution of Marriage), Family Code;
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>> (2) a temporary ex parte order issued under Chapter 83 (Temporary Ex Parte Orders), Family Code; or
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>> (3) a protective order issued under Chapter 85 (Issuance of Protective Order), Family Code.
>
> (c) Authorizes a tenant to exercise the rights to terminate the lease under Subsection (b), 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:
>
>> (1) a judge signs an order described by Subsection (b);
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>> (2) the tenant provides, rather than has delivered, a copy of the relevant documentation described by Subsection (b), rather than a copy of the order, to the landlord;

(3) 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;

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

(5) the tenant vacates, rather than has vacated, the dwelling.

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

SECTION 2. Amends Subchapter A, Chapter 92, Property Code, by adding Section 92.0161, as follows:

Sec. 92.0161. RIGHT TO VACATE AND AVOID LIABILITY FOLLOWING CERTAIN SEX OFFENSES. (a) Defines "occupant."

(b) Authorizes a tenant to terminate the tenant's rights and obligations under a lease and vacate the dwelling and avoid the 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 after the tenant complies with Subsection (c).

(c) Requires a tenant, if the tenant is a victim of sexual assault or a parent or guardian of a victim of sexual assault under Section 22.011 (Sexual Assault), Penal Code, aggravated sexual assault under Section 22.021 (Aggravated Sexual Assault), Penal Code, or continuous sexual abuse of a child under Section 21.02 (Continuous Sexual Abuse of Young Child or Children), Penal Code, that takes place during the preceding six-month period on the premises or at any dwelling on the premises, to provide the landlord or the landlord's agent a copy of certain documentation relating to the assault or abuse.

(d) Authorizes a tenant to exercise the rights to terminate the lease under Subsection (b), 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:

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

(2) 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;

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

(4) the tenant vacates the dwelling.

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

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

(g) Provides that a tenant who terminates a lease under Subsection (b) is released from all liability from any delinquent, unpaid rent owed to the landlord by the tenant on the effective date of the lease termination if the lease does not contain certain substantially equivalent language regarding a tenant's special statutory

rights to terminate a lease early in certain situations regarding sexual assault or abuse.

(h) Prohibits a tenant from waiving a tenant's right to terminate a lease before the end of the lease term, vacate the dwelling, and avoid liability under this chapter.

SECTION 3. Makes application of this Act prospective.

SECTION 4. Effective date: January 1, 2010.