

- SUBJECT:** Allowing a tenant to avoid lease liability after family violence
- COMMITTEE:** Business and Industry — favorable, without amendment
- VOTE:** 7 ayes — Martinez Fischer, Darby, Beckley, Collier, Parker, Patterson, Shine
- 0 nays
- 2 absent — Landgraf, Moody
- WITNESSES:** For — David Mintz, Texas Apartment Association; (*Registered, but did not testify*: Terra Tucker, Alliance for Safety and Justice; Charlie Duncan, Austin Tenants Council, Texas Housers; Laura Guerra-Cardus, Children's Defense Fund Texas; Terrence Rhodes, Dallas Police Department; Julia Eglar and Alissa Sughrue, National Alliance on Mental Illness-Texas; Chris Kaiser, Texas Association Against Sexual Assault; Linda Phan, Texas Council on Family Violence; Joshua Houston, Texas Impact; Sandy Rollins, Texas Tenants Union; Nataly Saucedo, United Ways of Texas)
- Against — None
- BACKGROUND:** Property Code sec. 92.016 allows a tenant to terminate a lease, vacate the dwelling, and avoid lease liability in the event of family violence, provided that the tenant gives the landlord or the landlord's agent a copy of a temporary injunction, ex parte order, or protective order issued by a judge protecting the tenant or an occupant from family violence.
- It has been suggested that these types of judicial orders are sometimes difficult or costly to obtain and that additional documentation options could help family violence survivors seeking to terminate a residential lease without penalty in order to leave a dangerous situation.
- DIGEST:** HB 1209 would expand the types of allowable documentation that could be presented to a landlord or landlord's agent to allow termination of the lease and avoidance of lease liability to include:

- documentation of family violence from a health care provider who examined the victim;
- documentation of family violence from a mental health provider who examined or evaluated the victim;
- documentation of family violence provided by a statutorily authorized family violence center; and
- a magistrate's order for emergency protection after the arrest of a defendant for a family violence offense.

In the event that the family violence was committed by a cotenant or occupant of the dwelling, the tenant would be allowed to exercise the right to terminate the lease without providing the landlord prior written notice of at least 30 days but would still have to provide other required documentation of family violence.

The bill would take effect September 1, 2019, and would apply to a lease entered into or renewed on or after that date.