

- SUBJECT:** Allowing termination of a lease after a tenant's death without liability
- COMMITTEE:** Business and Industry — committee substitute recommended
- VOTE:** 6 ayes — Martinez Fischer, Darby, Beckley, Collier, Landgraf, Moody
0 nays
3 absent — Parker, Patterson, Shine
- WITNESSES:** For — (*Registered, but did not testify:* Jeannie Nelson, Austin Tenants Council; Melissa Shannon, Bexar County Commissioners Court; John Barton, Justices of the Peace and Constables Association of Texas; Julia Parenteau, Texas Realtors)

Against — None

On — David Mintz, Texas Apartment Association
- BACKGROUND:** Property Code sec. 92.014 governs the process by which a landlord may remove or allow the removal of a deceased tenant's personal property and requires the landlord to refund the tenant's security deposit, less lawful deductions, to a person lawfully entitled to the refund. If a landlord and tenant agree to a different procedure for removing, storing, or disposing of property in the case of the tenant's death, that agreement supersedes this section.

It has been noted that current law does not mandate policies that prevent a deceased tenant's surviving family from having to pay future rent or early termination fees for the remainder of the tenant's lease.
- DIGEST:** CSHB 69 would allow the estate of a deceased person to terminate the person's residential lease without incurring liability for future rent or other sums due for early termination under the lease.

In order to terminate the lease without liability:

- a representative of the deceased person's estate would need to provide written notice of the termination of the lease;
- the deceased person's property would have to be removed from the leased premises by a person lawfully entitled to the property or by the landlord, depending on the circumstances;
- the person lawfully entitled to the property would be required to sign an inventory of the removed property, if required by the landlord or landlord's agent.

The termination would be effective 30 days after the written notice was provided or on the date on which all the conditions of termination were met, whichever was later.

A landlord who received a lease termination notice from a representative of a deceased tenant's estate would be required to provide a copy of the written lease agreement to the person who provided the notice.

The bill would not affect the obligations or liability of the tenant's estate under the lease before the lease's termination, including liability for delinquent or unpaid rent or for damages to the property not caused by normal wear and tear.

A landlord or landlord's agent who lawfully permitted a representative of a deceased tenant's estate to enter the leased premises would not be liable for an act or omission arising from the entry.

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