

ADVOCATE GUIDE TO LEASE TERMINATION

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Purpose of the Advocate Guide to Lease Termination

This guide's purpose is to assist advocates in supporting survivors of family violence to terminate their residential leases effectively. The information in this guide is intended to offer advocates information, resources, and strategies and can be shared directly with survivors.

Why Residential Lease Termination is Important

Research has demonstrated that the home and premises near remain the most lethal location for victims of domestic violence and where the majority of sexual assaults occur. Physical and psychological safety, as well as economic solvency, are crucial to long-term healing and stability for survivors of domestic and sexual violence. Thus, a survivor's ability to relocate for safety without fear of eviction or heavy financial penalties or liabilities can have lifelong and lifesaving impacts.

History of the Law

The Texas Legislature created the initial opportunity for victims of family violence living with their abusive partners to terminate their residential leases in 2005, the 79th Regular Session. The lease termination right under the Texas Property Code has grown to include victims of family violence who do not live with their abusive partners as well as victims of sexual assault, attempted sexual assault, stalking, and sexual abuse. Most recently, the Texas Legislature passed [S.B. 234](#) (2019, 86th Regular Session), expanding the type of documentation a victim of family violence may present to take advantage of the lease termination option. This law went into effect on September 1st, 2019.

Statutory Placement

The Texas Property Code outlines and governs all landlord-tenant law, including all residential leases. Property owners, landlords, tenants, and leases must comply or conform with the laws under the Property Code. Residential lease termination laws for victims of family violence are found in [Section 92.016](#) of the Texas Property Code. Provisions relating to victims of certain sex offenses or stalking are located in [Section 92.0161](#).

SURVIVOR OF FAMILY VIOLENCE LEASE TERMINATION

Below are basic steps required per the statute, followed by prompts for advocates to assist a survivor in successfully terminating their lease. Please refer to the **Enhanced Advocacy** section of this Guide for more in-depth practice suggestions.



NOTICE

Inform the landlord or landlord's agent of intent to terminate the lease, per the statute.

- » A survivor tenant **who does not reside with the perpetrator** must provide a [30-day Notice](#) in writing to the landlord. They will be responsible for rent for the duration of the 30 days following providing the Notice.
- » A survivor of family violence living with a co-tenant or occupant who committed the violence is not required to provide the 30-day Notice. Their responsibility to pay rent and any liability ends immediately once they provide documentation to the landlord and vacate the dwelling.

A survivor having to provide the 30-day written notice to the landlord should submit this as soon as possible to reduce the length of their rental obligation. The notice should include the date it is provided to the landlord and a signature and proof of receipt from the landlord. A survivor not required to provide this notice is still encouraged to promptly inform the landlord of their intent to terminate similarly in writing. A tenant should maintain a copy of the delivered / signed notice for themselves. These survivors may use the [Co-Habiting Tenant Notice Form](#).



DOCUMENTATION

*Obtain and provide **ONE** of the below types of documentation to the landlord or landlord's agent.*

- » Temporary Ex-Parte Protective Order (TEXFAM Chap. 83)
- » Final Protective Order (TEXFAM Chap. 85)
- » Temporary injunction within temporary order for divorce (TEXFAM Chap. 6)
- » Magistrate's Order of Emergency Protection (CCP Art. 17.292)
- » Protective Order for Sexual Assault (CCP Chap. 7A)
- » Protective Order for Stalking (CCP Chap. 7A)
- » Documentation of the family violence, sexual assault/abuse, or stalking from a licensed medical or mental health care provider or an advocate at a family violence or rape crisis center who has examined, evaluated or assisted the victim.

A survivor should consider whether they already possess one of these forms of documentation (e.g. a MOEP or a Temporary Injunction). If not, a survivor should weigh safety concerns around accessing any of these types of relief and the potential time frame to obtain them.



VACATE

Safely leave the dwelling in accordance with a safety plan.

A survivor may leave at any point they need to for safety, but vacating alone will not release them from rental obligations or their lease. If safely possible, a survivor should follow any instructions in the lease/from the landlord regarding vacating, and take all items with them in order to avoid returning to the residence once they leave.

Legal Terms & Definitions

The terms below are found in [Section 92.016](#) of the Texas Property Code, followed by their statutory definitions and citations.

ADVOCATE means a person who has at least 20 hours of training in assisting victims of family violence and is an employee or volunteer at a family violence center. Family Code [Sec. 93.001](#).

DWELLING means one or more rooms rented for use as a permanent residence under a single lease to one or more tenants. Property Code [Sec. 92.001](#). *For purposes of this guide, dwelling refers to where the survivor lives and holds a residential lease (apartment, home, room, etc.).*

FAMILY VIOLENCE means: (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself; (2) abuse, as that term is defined by [Sections 261.001\(1\)\(C\), \(E\), \(G\), \(H\), \(I\), \(J\), \(K\), and \(M\)](#), by a member of a family or household toward a child of the family or household; or (3) dating violence, as that term is defined by [Section 71.0021](#). Family Code [Sec. 71.004](#).

LANDLORD means the owner, lessor, or sublessor of a dwelling. Property Code [Sec. 92.001](#).

LANDLORD'S AGENT means the company that manages the dwelling or owner's management company, if the name and business street address has been given to the tenant. The owner's management company, on-premise manager, or rent collector serving the dwelling is the owner's authorized agent for service of process unless the owner's name and business street address have been furnished in writing to the tenant. *This description is offered for purposes of this guide. While the term appears in the Property Code, no definition is provided. In [Section 92.016](#), the term 'landlord's agent' is referenced as an appropriate recipient of documentation for lease termination.*

LEASE means any written or oral agreement between a landlord and tenant that establishes or modifies the terms, conditions, rules or other provisions regarding the use and occupancy of a dwelling. Property Code [Sec. 92.001](#).

OCCUPANT means a person who has the landlord's consent to occupy a dwelling but has no obligation to pay the rent for the dwelling. Property Code [Sec. 92.016](#).

PREMISES means a tenant's rental unit, any area or facility the lease authorizes the tenant to use, and the appurtenances, grounds, and facilities held out for the use of tenants generally. Property Code [Sec. 92.001](#).

TENANT means a person who is authorized by a lease to occupy a dwelling to the exclusion of others and who is obligated under the lease to pay rent. Property Code [Sec. 92.001](#). *For purposes of this guide, the information given assumes the survivor you are providing advocacy to is a tenant with obligations under a lease.*

VACATE means a tenant gives up possession of premises or dwelling owned by a landlord. *This description is offered for purposes of this guide. While the term appears in the Property Code, no definition is provided.*

Enhanced Advocacy

Programs and advocates are encouraged to discuss housing situations—current and previous—with all survivors seeking services to gauge if they might benefit from information regarding lease termination. Equitable housing advocacy may require advocates to spend more time discussing housing situations and potential rights with some survivors and means advocates will be putting in additional effort with survivors facing systemic barriers and complications in asserting their rights.



NOTICE

Inform the landlord or landlord's agent of intent to terminate the lease, per the statute.

30-Day Written Notice

A survivor tenant not living with the person who committed the violence must provide a **30-day written notice** of termination to the landlord.

While there is not a specific form/format that a tenant has to use for this written notice, advocates are encouraged to provide the [30-Day Notice Form](#) developed by TCFV and TAASA to survivors or assist survivors in crafting a notice with the same components, as this form meets the requirements of the law and has been shared and reviewed by the Texas Apartment Association.

Possessing written documentation that notice was given and received on a specific date makes it clear that the survivor intends to pursue the lease termination remedy. It also makes clear the date the survivor plans to vacate the dwelling and may provide an address to which the landlord or the landlord's agent can mail a security deposit, if applicable.

Choosing not to provide written notice may pose risks for survivors. Lack of documented proof that notice and documentation were submitted and received and confirmation that the survivor vacated the property may potentially place financial or legal burdens on a survivor later. In general, advocacy approaches encourage written notice and documentation for all lease termination steps.

Refer survivors with any housing issues to legal services at the same time as providing advocacy.

Find legal services through [Texas Law Help](#); [Texas Advocacy Project](#); or [Texas Crime Survivor Legal Assistance Network](#).



TIPS FOR COMPLETING THE 30-DAY NOTICE FORM

The advocate works with the survivor to:

- » Understand the 30-day written notice requirement, which means the survivor tenant is still liable to pay rent under the lease contract until the 30th day after the notice is provided.
- » Identify the date the survivor will move out of the dwelling.
- » Submit the notice as soon as possible to avoid elongating their rental burden.
- » Complete appropriate portions of the written notice in advance of submission.
- » Identify the appropriate person (landlord or landlord's agent), including their physical and mailing addresses, email and / or fax number to deliver the notice.
- » Safely retain copies of the dated submitted and signed notices, including hard copies, electronic copies, or photos. Even if the landlord or landlord's agent does not sign, retain a copy of the submitted form and make a note of to whom it was submitted.
- » At the survivor's request, maintain a copy of any documents in their file.

Emphasize the survivor's ongoing responsibility to pay rent until their lease is effectively terminated.

Submitting in Person

- » Call or email the intended recipient in advance to identify a time when they will be available to receive and sign the notice in person.
- » Plan to accompany the survivor or identify a support person to accompany them.
- » While in the company of the landlord/landlord's agent, date the form and secure their signature.
- » Record the date of accompaniment.

Submitting by Email

- » Call the intended recipient to inform them they will receive the notice via email.
- » Add / request delivery receipt and a read receipt for the email.
- » Email notice on behalf of the survivor or discuss with the survivor creating an alternative email account to send and save relevant documents.
- » Follow up with a phone call or email to ensure receipt and request signature and return of a signed copy.

Submitting by Mail

- » Mail documents via certified mail.
- » Call or email the intended recipient to inform them they will receive the notice via mail.
- » Retain the proof from the postal service that the item was delivered and who signed for it.
- » Follow up with a phone call or email to ensure receipt and request signature and return of a signed copy.

Submitting by Fax

- » Call or email the intended recipient to inform them they will receive the notice via fax.
- » Retain a copy of the fax confirmation page.
- » Follow up with a phone call or email to ensure receipt and request signature and return of a signed copy.

When 30-Day Written Notice is NOT Required

For a survivor of family violence living with a co-tenant or occupant who committed the violence, a 30-day notice is **not** required.

It is, however, highly recommended that any survivor wishing to terminate their lease do notify the landlord of their intent to terminate per the law in writing.

The advocate works with the survivor to:

- » Understand a 30-day written notice is not required by law to be provided to the landlord or landlord's agent.
- » Understand financial (rent) liability ends once documentation is provided to the landlord, and the dwelling is vacated.
- » Identify the date the survivor will vacate the dwelling.
- » Develop a written notice to inform the landlord or landlord's agent of the survivor's intent to terminate the lease, per the lease termination law. See [Co-Habiting Tenant Notice Form](#).
- » Submit notice to the landlord or landlord's agent. See *and follow tips on previous page*.

Discuss the type of housing or any housing assistance the survivor is receiving to identify whether it is a VAWA Covered Program.

If so, parallel advocacy will be needed for the survivor to maintain this housing assistance and terminate their lease safely. See this [Know Your Rights](#) information about VAWA housing protections and reach out to TCFV with questions.

Review the lease for the required language:

“Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.”

If this is language **is not present**, the survivor is not financially liable for delinquent, unpaid rent owed to the landlord.



DOCUMENTATION

Obtain and provide **ONE** of the below types of documentation to the landlord or landlord's agent.

Types of Documentation

- » Temporary Ex-Parte Protective Order (TEXFAM Chap. 83)
- » Final Protective Order (TEXFAM Chap. 85)
- » Temporary injunction within temporary order for divorce (TEXFAM Chap. 6)
- » Magistrate's Order of Emergency Protection (CCP Art. 17.292)
- » Protective Order for Sexual Assault (CCP Chap. 7A)
- » Protective Order for Stalking (CCP Chap. 7A)
- » Documentation of the family violence, sexual assault/abuse, or stalking from a licensed medical or mental health care provider or an advocate at a family violence or rape crisis center who has examined, evaluated, or assisted the victim.

The advocate works with the survivor to:

- » Consider whether they already possess one of these forms of documentation.
- » Review the list of proper documentation and determine which document will be pursued.
- » Safely and quickly obtain the documentation.
- » Maintain original court documentation and copies of the documentation submitted.
- » At the survivor's request, maintain a copy in their file.

Third-Party Documentation Form

While there is no specific format or document that must be used for documentation from a licensed medical, mental health care provider, or an advocate at a family violence or rape crisis center, advocates are encouraged to provide the [Third-Party Certification Form](#) developed by TCFV and TAASA to survivors. This form serves as one of the types of documentation required by law to terminate a lease early for safety purposes.

Programs and advocates are encouraged to adopt a no barrier approach for completing the [Third-Party Certification Form](#). Programs and advocates are advised to follow the Good Cause Recommendations and Utility Waivers processes, including not requiring in-person appointments or requiring survivors to be clients of the program to secure the [Third-Party Certification Form](#).



VACATE

Safely leave the dwelling in accordance with a safety plan.

The advocate works with the survivor to:

- » Discuss and create an individual [safety plan](#), including when the survivor needs to leave the residence. ***A survivor is not required to stay through the 30 days but vacating alone will not release them from rental obligations or their lease.***
- » Identify the date in which the survivor will leave the dwelling and where the survivor will live immediately upon leaving.
- » Discuss long term housing and relocation options, including applying for [Crime Victim Compensation Relocation Assistance](#) and maintaining or applying for housing assistance as needed.
- » Create a plan to move out of the dwelling, including taking all possessions.
- » Understand and follow any instructions around vacating in the lease and provided by the landlord.
- » Set a date and participate in a walk-through of the apartment with the landlord or landlord's agent.
- » Request documentation of any damage, fees, or charges the landlord or landlord's agent plans to charge.
- » Gather verification that the survivor turned in dwelling keys, access cards, mail keys, etc., and record the date the survivor vacated the dwelling.
- » Provide a safe forwarding address to the landlord or landlord's agent for purposes of service and security deposit. Emphasize that this address must be kept confidential.

Ongoing Advocacy

The below information offers follow up advocacy considerations to explore in efforts to minimize any negative impacts for survivors who attempt lease termination. Advocacy efforts can focus on the three main areas below.

I. Physical safety

The advocate works with the survivor to:

- » Create a long-term physical [safety plan](#).
- » Learn about and consider the benefits and limitations of the [Address Confidentially Program](#) and assist the survivor in completing the Address Confidentially Program [application](#) and [checklist](#).
- » Safely retrieve any valuable personal property from the previous residence through [applying for Writ of Retrieval](#) through a [local Justice Court](#).

II. Consumer and Economic

The advocate works with the survivor to:

- » Understand the [law and process related to security deposit refunds](#).
- » Write a [security deposit refund demand letter](#) and provide it to the landlord or landlord's agent if the security deposit has not been refunded within 30 days from the date the dwelling was vacated.
- » Request a [free credit report](#).
 - *Credit reports and scores have a variety of housing and economic impacts, including determining if a landlord or landlord's agent will lease to a renter, application fees, rental deposits, insurance rates, and utility deposits. Ensuring survivors do not have harmful and inaccurate information or debts related to lease termination is a critical economic strategy to long-term financial and housing stability.*
- » [Review information](#) on all credit reports for accuracy with a keen eye out for information regarding rental history.
- » [Dispute](#) the information with the credit reporting company and with the company who provided the information.
 - *For more detailed guidance on these steps, see the [Coerced Debt Toolkit](#).*

III. Legal

The advocate works with the survivor to:

- » Understand the steps related to forcible entry and detainer, also referred to as the [eviction process](#).
- » Understand [how to proceed](#) if an eviction has been filed against the survivor, including the importance of attending an eviction hearing and filing an appeal within the prescribed time frames.
- » Connect with accessible legal information.
 - [Tenants' Rights Handbook](#)
 - [Texas Housers](#)
 - [Texas Justice Court Training Center](#)
 - [Texas Tenant Advisor](#)
- » Talk with an attorney about their circumstance and seek legal representation.
 - [Texas Law Help](#)
 - [Texas Advocacy Project](#)
 - [Texas Crime Survivor Legal Assistance Network](#)

The information and advocacy tips offered in this Advocate Guide to Lease Termination represent a compilation of efforts advocates regularly undertake to support survivors. Program advocates are encouraged to implement these and explore other strategies to support the diverse needs of survivors and communities. Please reach out to TCFV for support and to share advocacy challenges and successes in lease termination.

TEXAS COUNCIL ON FAMILY VIOLENCE PROMOTES SAFE AND
HEALTHY RELATIONSHIPS BY SUPPORTING SERVICE PROVIDERS,
FACILITATING STRATEGIC PREVENTION EFFORTS, AND CREATING
OPPORTUNITIES FOR FREEDOM FROM DOMESTIC VIOLENCE.

