

Instructions concerning the Use of TAR Form 2005 Extension of Residential Lease

As of June 1, 2010, the Texas Association of REALTORS® has made changes to its residential leases. These changes include significant changes to Paragraph 18 regarding repairs of the underlying leased property. Due to the importance of these changes, it is critical that all extensions of leases entered into on a form dated prior to June 1, 2010 include these modifications.

Additionally, There were several changes made to Chapter 92 of the Texas Property Code in the 2009 Legislative Session. Chapter 92 governs residential tenancies.

One of these changes permits late charges to be assessed against tenants after rent has remained unpaid for one day after the date on which it is due. This is a reduction from the previous requirement of 2 days after the date on which it was due.

Another change permits an additional basis on which a tenant may terminate a lease early. This new basis would be if the tenant were to become the victim of certain sex offenses.

If you are extending a lease on a form that was published before June 1, 2010, the form may not contain the clauses that are now required by the Property Code or the updates to the repair paragraph. If you are using a TAR residential lease form that was published on or after June 1, 2010, the necessary clauses are included in the updated forms.

This file contains two versions of Form 2005. One of the versions is to be used if you are extending a lease that is written on a form that was published before June 1, 2010. The other is to be used if you are extending a lease that is written on a form that was published on or after June 1, 2010. Please see the instructions at the top of each version.

If you are extending a lease that is written on a form published before June 1, 2010, you may also consider entering into a new lease on the updated form.



TEXAS ASSOCIATION OF REALTORS®

EXTENSION OF RESIDENTIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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NOTICE: Use this form only if date in the bottom, left-hand corner of the lease to be extended is dated before June 1, 2010.

**CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____
_____ between _____
(Landlord) and _____ (Tenant)**

A. Amendments to Lease: Effective _____, Landlord and Tenant extend and amend the above-referenced lease as follows.

- (1) The Expiration Date in Paragraph 3 is changed to: _____.
- (2) The monthly rent in Paragraph 5A is: changed to \$ _____ remains the same.
- (3) Paragraph 6A is changed to read as follows.

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the _____ day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

- (1) an initial late charge equal to (check one box only): (a) \$ _____; or (b) _____% of one month's rent; **and**
- (2) additional late charges of \$ _____ per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least one full day after the date on which the rent is due.

- (4) Paragraph 18 is changed to read as follows.

18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, call: _____
_____. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

B. NOTICE: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to

strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

C. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs: Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18.

- (1) Landlord will pay the entire cost to repair the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: _____

_____.

E. Trip Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

F. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

(5) Paragraph 28A is changed to read as follows.

A. Special Statutory Rights: Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses.

- (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. Section 92.017, Property Code governs the rights and obligations of the parties under this paragraph.

Extension of Lease concerning: _____

(2) **Family Violence:** Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Unit. Section 92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.

(3) **Sex Offenses:** Tenant may have special statutory rights to terminate this lease in certain situations involving sexual assault or sexual abuse. For more information about the types of abuse and assault covered by this provision, Tenant is advised to review §92.0161, Property Code.

(5) **Other:** Paragraph(s) _____ of the lease are amended as follows: _____

B. Obligation to Return this Extension: If Tenant does not sign and return this extension to Landlord on or before _____, Landlord notifies Tenant that:

- (1) the lease, in accordance with its terms, will renew on a month-to-month basis, and Landlord notifies Tenant that the monthly rent will: (a) be \$_____, effective _____.
 (b) remain the same.
- (2) the lease will terminate on _____ and Tenant must vacate the Property by the date of termination.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management Agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: _____

Tenant's Phone & E-Mail

Firm Name: _____

Home Work Mobile

E-Mail: _____



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B. Obligation to Return this Extension: If Tenant does not sign and return this extension to Landlord on or before _____, Landlord notifies Tenant that:

- (1) the lease, in accordance with its terms, will renew on a month-to-month basis, and Landlord notifies Tenant that the monthly rent will: (a) be \$ _____, effective _____.
 (b) remain the same.
- (2) the lease will terminate on _____ and Tenant must vacate the Property by the date of termination.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management Agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: _____

Tenant's Phone & E-Mail

Firm Name: _____

Home Work Mobile

Broker's License No. _____

E-Mail: _____