

■ How Will Breaking My Lease Affect My Rental History?

Under this law, breaking your lease will not damage your rental history or credit record.

■ What if the Landlord Refuses to Let Me Cancel My Lease?

Contact an attorney or your local tenants' council.

■ What Can Happen to My Landlord for Refusing to Let Me Break My Lease?

Your landlord could be forced to pay a penalty equal to one month's rent plus \$500, along with any attorney's fees and any damages awarded by a judge or jury.



RESOURCES

Rape, Abuse and Incest National Network
1-800-656-4673 • www.rainn.org

LEGAL AID

Texas Advocacy Project
1-888-296-7233 • www.texasadvocacyproject.org

Texas RioGrande Legal Aid
1-888-988-9996 • www.trla.org

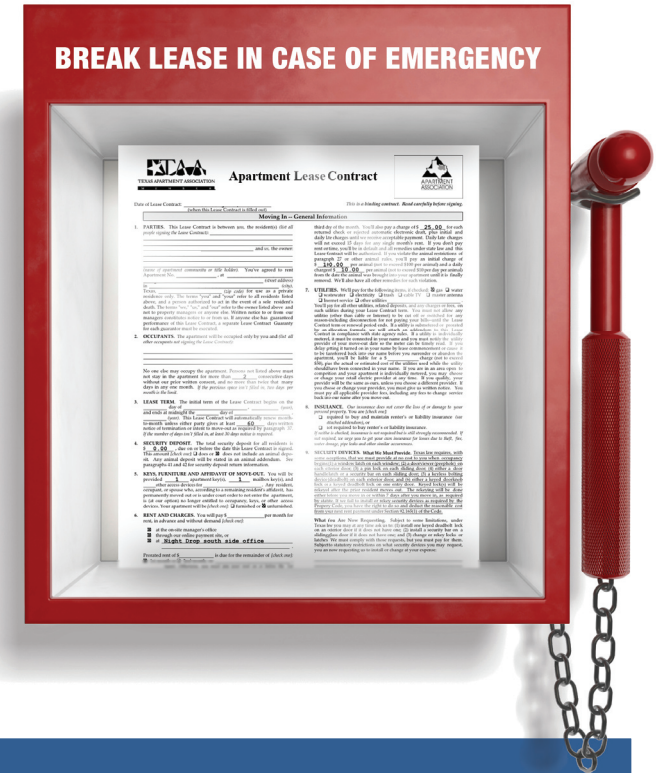
Legal Aid of NorthWest Texas
1-888-429-5277 • www.lanwt.org

Lone Star Legal Aid
1-800-733-8394 • www.lonestarlegal.org

TAASA

TAASA is the statewide organization committed to ending sexual violence in Texas. TAASA member agencies make up a statewide network of more than 80 crisis centers.

Texas Association Against Sexual Assault
6200 La Calma, Suite 110
Austin, TX 78752
PHONE: 512-474-7190
FAX: 512-474-6490
www.taasa.org



As a sexual assault victim, you have rights.

Breaking Your Rental Lease Without Paying a Penalty
A GUIDE TO TEXAS' NEW LAW

TEXAS ASSOCIATION AGAINST SEXUAL ASSAULT

800.656.HOPE
HopeLaws.org

How to Break Your Lease If You or Your Child Has Been Sexually Assaulted in Your Apartment or Other Rental Property

Being a victim of sexual assault is frightening enough. But what if you were attacked in your own apartment or somewhere at your apartment complex? A Texas law that took effect in 2010 offers a way to get away from a terrifying situation like that and to help you heal emotionally, mentally and physically.

Texas Property Code 92.0161 allows a victim of sexual assault to break a lease at an apartment or another rental property without having to pay financial penalties – future rent or any fees for ending the lease early.

■ Who Is Affected By This Law?

Any tenant of a rental property who is a victim of sexual assault or any parent or guardian of a victim of sexual assault.

■ What Crimes Are Covered Under This Law?

Sexual assault, aggravated sexual assault and continuous sexual abuse of a child.

■ How Can I Take Advantage of This Law?

If you are a victim of sexual assault or the parent of a victim, you must give 30 days' notice to your landlord and must provide written documentation that the assault happened at your apartment or other rental property. Only then are you eligible to cancel your lease before it is scheduled to end.

■ What Kind of Written Documentation Do I Need to Provide?

Acceptable forms of written documentation are a protective order issued by a court, or paperwork showing that you've had medical treatment or mental health treatment from a licensed provider or that you've received services at a rape crisis center. The same kind of paperwork can be submitted if you are the parent or guardian of a victim of sexual abuse. This written documentation must be provided to your landlord.

■ Do I Have to File a Police Report In Order to Use This Law?

No. A police report is not required.

■ If I've Given 30 Days' Notice and the Written Documentation to My Landlord, When Can I Officially Move Out of My Apartment?

You can officially move out – meaning you're no longer listed as a tenant – as soon as you've given the 30 days' notice and written documentation to your landlord, and you've paid any rent and fees that you already owed.

■ Do I Have a Deadline for Taking Advantage of This Law?

The sexual assault must have occurred within the previous six months at your rental property or on the premises. If the sexual assault happened more than six months earlier, you do not have a legal right to break your lease under this law.

■ What Restrictions Are There Under the Law?

The biggest restriction is that the law does not affect leases that were signed—either started or renewed—before January 1, 2010. Landlords are not required to let a sexual assault victim break a lease if that lease was signed before 2010.

■ Will I Have to Pay Extra Money to My Landlord to Break My Lease?

No. However, in most cases you'll have to pay any overdue or unpaid rent or any other money that you owed to the landlord before the lease was terminated. Other than back rent, the law does not affect things like property damage fees and your security deposit.

