

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

There were several changes made to Chapter 92 of the Texas Property Code in the 2007 Legislative Session. Chapter 92 governs residential tenancies.

The legislative changes required specific clauses and changes in many of the residential lease forms. Many of these changes apply not only to new leases but also to the renewal and extensions of existing leases.

TAR revised its residential lease form as of October 16, 2007. Therefore, if you extending a lease on a form that was published before October 16, 2007, the form may not contain the clauses that are now required by the Property Code. If you are using a TAR residential lease form that was published on or after October 16, 2007, the required 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 extending a lease that is written on a form that was published before October 16, 2007. The other is to be used if you are extending a lease that is written on a form that was published on or after October 16, 2007. Please see the instructions at the top of each version.

If you are extending a lease that is written on a form published before October 16, 2007, 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 October 16, 2007.

**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) Paragraph 5A is changed to read as follows:

A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$_____ for each full month during this lease. The first full month's rent is due and payable not later than _____. Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before:

(1) the first day of each month during this lease.

(2) _____.

(3) Paragraph 6 is changed to read as follows.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 11:59 p.m. on the _____ day (*insert a number of 2 or more*) after the date on which it is due according to Paragraph 5A of the lease, 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.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is based on a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of rent. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27 of the lease.

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

Residential Lease concerning: _____

B. Notices: Landlord notifies Tenant of the following.

- (1) Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.
- (2) 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: _____.
- (3) **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 seven days is a reasonable period of time for the Landlord 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. 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: _____

Firm Name: _____

Tenant's Phone & E-Mail

Home Work Mobile

E-Mail: _____



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- (2) The monthly rent in Paragraph 5A is: changed to \$ _____ remains the same.
- (3) Other: Paragraph(s) _____ of the lease are amended as follows: _____

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

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Tenant Date

Printed Name: _____

Firm Name: _____

Tenant's Phone & E-Mail

Home Work Mobile

E-Mail: _____