

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

As of January 1, 2014, the Texas Association of REALTORS® has made changes to its residential leases. Due to the importance of these changes, it is critical that all extensions of leases entered into on a form dated prior to January 1, 2014 include these modifications.

If you are extending a lease on a form that was published before January 1, 2014, the form may not contain the clauses that are now required by law. If you are using a TAR residential lease form that was published on or after January 1, 2014, 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 January 1, 2014. The other is to be used if you are extending a lease that is written on a form that was published on or after January 1, 2014. Please see the instructions at the top of each version.

If you are extending a lease that is written on a form published before January 1, 2014, 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 January 1, 2014.

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) The named person and/or contact information in Paragraph 34F: [ ] remains the same [ ] is changed to:
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
Address: \_\_\_\_\_ Email: \_\_\_\_\_
(4) 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 or stalking.

- (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.
(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 or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

(5) Other: Paragraph(s) \_\_\_\_\_ of the lease are amended as follows:

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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  
 E-Mail: \_\_\_\_\_



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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) The named person and/or contact information in Paragraph 34F: [ ] remains the same [ ] is changed to:
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
Address: \_\_\_\_\_ Email: \_\_\_\_\_
(4) 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: \_\_\_\_\_