

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 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.

Other statutory changes were made as well which will go into effect on January 1, 2010 at which point updated forms will be provided.

TAR has revised its residential lease form as of August 25, 2009. Therefore, if you are extending a lease on a form that was published before August 25, 2009, the form may not contain the clause that is now required by the Property Code. If you are using a TAR residential lease form that was published on or after August 25, 2009, the required clause is 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 August 25, 2009. The other is to be used if you are extending a lease that is written on a form that was published on or after August 25, 2009. Please see the instructions at the top of each version.

If you are extending a lease that is written on a form published before August 25, 2009, 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. ©Texas Association of REALTORS®, Inc. 2009

NOTICE: Use this form only if date in the bottom, left-hand corner of the lease to be extended is dated before August 25, 2009.

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 11:59 p.m. on the _____ day (insert a number of 1 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.

(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: _____



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

Landlord Date

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

By: _____

Printed Name: _____

Firm Name: _____

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant's Phone & E-Mail

Home Work Mobile

E-Mail: _____