

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 2015 Legislative Session. Chapter 92 governs residential tenancies.

One of these changes permits the cost to rekey certain security devices to be deducted from the tenant's security deposit if the tenant vacates the property in breach of the lease, provided the lease authorizes this deduction in underlined or bolded language.

As of January 1, 2016, the Texas Association of REALTORS® has made changes to its residential leases. Therefore, if you are extending a lease on a form that was published before January 1, 2016, the form may not contain the clauses that are now required by law.

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 the form published 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, 2016. Please see the instructions at the top of each version.

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

CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT 21219 Branford Hills Ln, Katy, TX 77450

_____ between
Greg Gao, Baoyin Gao (Landlord) and
Chris Brown, Heather Brown (Tenant)

A. **Amendments to Lease:** Effective December 12, 2017, Landlord and Tenant extend and amend the above-referenced lease as follows.

(1) The Expiration Date in Paragraph 3 is changed to: December 11, 2019.

(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 10D(1) is changed to read as follows.

D. **Deductions:**

(1) Landlord may deduct reasonable charges from the security deposit for:

- (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
- (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
- (c) unpaid or accelerated rent;
- (d) unpaid late charges;
- (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
- (f) unpaid pet charges;
- (g) replacing unreturned keys, garage door openers, security devices, or other components;
- (h) the removal of unauthorized locks or fixtures installed by Tenant;
- (i) Landlord's cost to access the Property if made inaccessible by Tenant;
- (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
- (k) packing, removing, and storing abandoned property;
- (l) removing abandoned or illegally parked vehicles;
- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;

Extension of Residential Lease concerning: _____

- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

(5) Paragraph 19 is changed to read as follows.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.
- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

(6) Paragraph 27 is changed to read as follows.

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code; and
 - (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to

Extension of Residential Lease concerning: _____

- attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
(e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
(f) any other recovery to which Landlord may be entitled by law.

C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.

D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.

E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

(7) 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
Greg Gao

Tenant _____ Date
Chris Brown

Landlord _____ Date
Baoyin Gao

Tenant _____ Date
Heather Brown

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

Tenant _____ Date

By: _____

Printed Name: _____

Tenant _____ Date

Firm Name: _____

Tenant's Phone & E-Mail

Home _____ Work _____ Mobile _____

E-Mail: _____



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 Name: _____ Phone: _____
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Landlord _____ Date
Greg Gao

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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: _____