

**AFFIDAVIT REGARDING PERMANENT MOVE-OUT OR COURT ORDER  
AFFECTING SPOUSE, CO-RESIDENT OR OCCUPANT**

After being duly sworn, I, the undersigned, make the requests set forth below and state that the following information is true and correct:

My name is \_\_\_\_\_. I am one of the residents who signed the TAA Lease Contract dated \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ (owner) and \_\_\_\_\_ (residents) in dwelling unit no. \_\_\_\_\_ located at \_\_\_\_\_ (street address) in \_\_\_\_\_, Texas.

My spouse, co-resident(s) or occupant(s) [insert name or names] \_\_\_\_\_  
\_\_\_\_\_:

- ☐ has/have permanently moved out of and abandoned the dwelling unit, or  
☐ is/are under court order to not enter the dwelling described above.

I hereby request that such person(s) not be given a key to re-enter the dwelling unit. I [check one] ☐ hereby request or ☐ have earlier requested in writing that the exterior key-operated door locks to the dwelling unit be changed at my expense. I understand that this request is being made under the authority in paragraph 5 of the TAA Lease Contract. I agree to cooperate with this person in allowing him or her to retrieve any items left in the unit belonging to him or her.

I understand that all departed and remaining residents continue to be liable for all obligations under the Lease Contract.

\_\_\_\_\_  
Printed name of resident

\_\_\_\_\_  
Signature of resident

\_\_\_\_\_  
Date

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me the undersigned authority this day appeared \_\_\_\_\_ who, after being duly sworn, stated upon oath that the foregoing was true and correct. Sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for the State of Texas

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**Commentary.** This affidavit is helpful to protect the owner or manager who wants to cooperate with a resident whose spouse, co-resident or occupant has moved out when there is potential for violence, theft or damage if that person returns. By their very nature, family violence situations are difficult to deal with and owners should take care to balance treating victims of family violence sensitively while protecting the health and safety of residents and employees. The affidavit must be signed by a remaining resident. An affidavit by a remaining occupant (in contrast to a resident who signed the lease) is not sufficient to authorize the owner to exclude the person who moved out. TAA general counsel recommends all members use the most current TAA Lease Contracts. Under the TAA Lease Contract, the owner has the option to exclude the resident who moved out from re-entering for any purpose—if this affidavit has been given to the owner by a remaining resident. If the excluded resident who doesn't have the new key wants to enter the dwelling to remove his or her belongings, it is advisable to decline and suggest that he or she contact the remaining residents to make arrangements. Note that under Section 92.016 of the Property Code any resident may terminate his or her lease at any time after both the following are satisfied: (1) a temporary injunction or protective order is entered by a judge on behalf of the resident because of family violence, and (2) the resident gives notice of termination based on such order. See the TAA REDBOOK for information on additional termination rights regarding sexual assault and family violence that were passed in Texas in 2009. Paragraph 5 of the TAA Lease Contract contains this affidavit provision.