Breaking a Lease in Texas: Tenant Rights and Landlord Options

Summary for landlords and property managers. Last reviewed October 29, 2026. Full guide: https://www.generationadvisory.com/laws/texas-breaking-a-lease

A Texas tenant who leaves early usually owes rent until the unit is re-rented, but the landlord must try to re-rent it. The Property Code lets service members and survivors of family violence or sexual assault end a lease early with notice.

Key points

- A tenant who enters military service or gets permanent change of station or deployment orders can end the lease with written notice and a copy of the orders.
- If the landlord fails to repair a condition that materially affects health or safety after proper notice, the tenant may end the lease.
- A landlord has a duty to mitigate damages when a tenant abandons the premises in breach of the lease, and a lease cannot waive that duty.
- Either side ends a month-to-month tenancy with at least one month of written notice, unless the lease sets a different period.
- A survivor of family violence, sexual assault or stalking who meets documentation rules can end the lease early with written notice. Some leases must include statutory language for this right to apply in full.

Texas at a glance

Rule	Texas	Law
Military service	A tenant who enters military service or gets permanent change of station or deployment orders can end the lease with written notice and a copy of the orders.	Property Code section 92.017 and Servicemembers Civil Relief Act
Domestic violence survivors	A survivor of family violence, sexual assault or stalking who meets documentation rules can end the lease early with written notice. Some leases must include statutory language for this right to apply in full.	Property Code sections 92.016 and 92.0161
Unlivable conditions	If the landlord fails to repair a condition that materially affects health or safety after proper notice, the tenant may end the lease.	Property Code section 92.056

Rule	Texas	Law
Landlord duty to re-rent	A landlord has a duty to mitigate damages when a tenant abandons the premises in breach of the lease, and a lease cannot waive that duty.	Property Code section 91.006
Month-to-month notice	Either side ends a month-to-month tenancy with at least one month of written notice, unless the lease sets a different period.	Property Code section 91.001

Mistakes to avoid

- Billing the tenant for every remaining month without trying to re-rent the unit.
- Ignoring a protected early termination notice because it is inconvenient.
- Agreeing to an early exit by phone without a written agreement.
- Keeping more of the deposit than the lawful deductions.

Verify current law

Laws named in this summary:

- Property Code section 92.017 and Servicemembers Civil Relief Act
- Property Code sections 92.016 and 92.0161
- Property Code section 92.056
- Property Code section 91.006
- Property Code section 91.001
- Texas Property Code chapter 92

Official sources:

- Texas Constitution and Statutes (Texas Legislature Online): https://statutes.capitol.texas.gov/
- Texas Judicial Branch: Rules of Civil Procedure: https://www.txcourts.gov/rules-forms/rules-standards/

> General information, not legal advice. Check current law and talk to a Texas attorney before you act. Last reviewed October 29, 2026.