

Law Allows Survivors to Break Their Leases to Escape Violence



California Civil Code § 1946.7 allows survivors of domestic violence, sexual assault, human trafficking, stalking, and elder/dependent adult abuse to end their leases early.

1. What is the lease termination law?

The lease termination law allows people who have a restraining order, a police report, or documentation from a qualified third party to end their leases without owing additional rent. This law was created to protect survivors of domestic violence, sexual assault, human trafficking, stalking, and elder/dependent adult abuse. It applies to both private and subsidized housing.

2. What is the law's purpose?

In most cases, if a tenant moves from an apartment before the lease ends, the tenant can be held responsible for all the rent that would be owed until the lease expires. The landlord can sue the tenant for this money. This law allows a tenant to terminate the lease early, leave the unit, and no longer be required to pay rent. The tenant will be responsible for rent for up to 30 days after notifying the landlord about moving out, but not afterwards. The law applies only if the tenant is a survivor of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse and meets certain criteria.

3. When should a tenant use this law?

If a tenant rents an apartment and has a lease as well as a restraining order, a police report, or documentation from a qualified third party, and feels that s/he needs to move due to acts of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse committed against him/her, then the tenant can use this law.

4. How does the lease termination law work?

To use this law, the tenant must notify the landlord in writing that s/he was a victim of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse and that s/he wants to end the rental agreement. The notice should be dated. A sample notice is included in this toolkit.

Under the law, a tenant must give the landlord at least 30 days' notice before the rental agreement can end. The tenant should state that s/he will end the rental agreement at least 30 days from the date of the notice. For example, if the notice is dated September 27, 2008, the earliest the rental agreement can end is October 27, 2008. The tenant is free to leave the apartment any time after giving the landlord the written notice. However, the tenant will still be responsible for rent up to 30 days after giving the landlord notice.

The tenant must attach to the notice either: (1) a restraining order; (2) a copy of a police report; or (3) documentation from a qualified third party verifying that the tenant was the victim of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse. The restraining order or police report must have been issued no more than 180 days before the request to end the rental agreement.

The tenant should keep a copy of the 30-day notice and the supporting documents.

5. How long must the survivor continue to pay rent after notifying the landlord about the lease termination?

The tenant will be responsible for paying rent for up to 30 days after giving the landlord notice concerning the lease termination. The tenant is free to move out any time after giving the landlord the 30-day notice. If the tenant leaves, and the landlord re-rents the unit within 30 days after giving the notice, the landlord must refund the survivor rent for those days in which the new tenant occupied the unit.

6. What type of restraining order must be used?

The law protects a tenant or a family member who has a domestic violence restraining order, a criminal protective order, a civil harassment order, or a juvenile court restraining order.

7. What is the documentation from a qualified third party?

Instead of providing a restraining order or police report, a tenant may also provide the landlord documentation signed by a qualified third party indicating that the tenant or a family member is seeking assistance for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse. This qualified third party must be a physician, psychiatrist, psychologist, registered nurse, licensed clinical social worker, licensed marriage and family therapist, licensed clinical counselor, a sexual assault counselor, domestic violence counselor, or human trafficking caseworker. The documentation must contain the same information

provided in the “Tenant Statement and Qualified Third Party Statement” available in this toolkit.

If the documentation is provided by a sexual assault counselor, domestic violence counselor, or a human trafficking caseworker, the statement must appear on the letterhead of the counselor or caseworker’s office, hospital, institution, center, or organization.

8. Will the information given to the landlord be confidential?

The landlord cannot disclose any information that the tenant has provided as documentation for purposes of terminating the lease unless (1) the survivor consented to the disclosure in writing or (2) the disclosure is required by law or a court order. If the tenant provided documentation from a qualified third party, then the landlord is permitted to verify the contents of that documentation by communicating with the qualified third party.

9. What if there are roommates who are on the lease?

Roommates who are on the lease and who are not members of the survivor’s family can remain in the unit and will still be covered by the lease, even after the survivor moves out. The roommates must continue to pay the full amount of rent due under the lease, including any share of the rent that the survivor was paying.

10. What happens to the security deposit?

The survivor’s security deposit will be treated the same way as if s/he had used the usual procedure for ending a tenancy. Generally, the deposit must be returned to the survivor within 21 days after s/he vacates the unit. The landlord may deduct money from the deposit for unpaid rent, damages beyond ordinary wear and tear, and reasonable cleaning charges.