

New Law Allows Victims to Break Their Leases to Escape Violence

California has passed a new law allowing victims of domestic violence, sexual assault, and stalking to end their leases early. If you need to break your lease to move away from your abuser, the law may protect you from being charged additional rent or fees once you move out.

1. What is the lease termination law?

The lease termination law, which went into effect September 27, 2008, allows people who have a temporary restraining order, emergency protective order, or a police report to end their leases without owing additional rent. This law was created to protect victims of domestic violence, sexual assault, and stalking. It applies to both private and subsidized housing.

2. What is the law's purpose?

In most cases, if you move from your apartment before your lease ends, you can be held responsible for all the rent that would be owed until your lease expires. Your landlord can sue you for this money. This law allows you to terminate the lease early, leave the unit, and no longer be required to pay rent. You will be responsible for rent for up to 30 days after notifying the landlord that you are moving out, but not afterwards. The law applies only if you are a victim of domestic violence, sexual assault, or stalking and meet certain criteria.

3. When should I use this law?

If you rent an apartment and have a lease, have a restraining order or a police report, and feel that you need to move due to acts of domestic violence, sexual assault, or stalking committed against you, you can use this law.

4. How does the lease termination law work?

To use this law, you must notify your landlord in writing that you were a victim of domestic violence, sexual assault, or stalking, and that you want to end your rental agreement. Be sure to date the notice. A sample notice is included at the end of this flyer.

Under the law, you must give the landlord at least 30 days' notice before the rental agreement can end. You should state that you 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. You are free to leave your apartment anytime after giving the landlord the written notice. However, you will still be responsible for rent up to 30 days after giving the landlord notice.

You must attach to the notice either: (1) a restraining order; or (2) a copy of a police report showing that you were the victim of domestic violence, sexual assault, or stalking. The restraining order or police report must have been issued no more than 60 days before your request to end the rental agreement.

5. What if I have roommates who are on the lease?

Roommates who are on the lease and who are not members of your family can remain in the unit and will still be covered by the lease, even after you move out. They must continue to pay the full amount of rent due under the lease, including any share of the rent that you were paying.

6. How long must I continue to pay rent after I notify the landlord that I am ending the lease?

You will be responsible for paying rent for up to 30 days after you give the landlord notice that you are ending the lease. You are free to move out anytime after giving the landlord your 30-day notice. If you leave, and the landlord re-rents the unit within 30 days after you gave the notice, the landlord must prorate your rent.

7. What will happen to my security deposit?

Your security deposit will be treated the same way as if you had used the usual procedure for ending a tenancy. Your deposit must be returned to you within 21 days after the rental agreement ends. The landlord may deduct money from your deposit for unpaid rent, damages beyond ordinary wear and tear, and reasonable cleaning charges.

8. Can I use the law if I have experienced abuse, but I don't have a restraining order or police report?

Unfortunately, the law requires that you provide either a restraining order or police report. However, you should still consider negotiating with your landlord to end the lease. A domestic violence organization or legal aid office may be able to assist you in speaking with your landlord.

9. What if I live with my abuser, or my abuser lives in the same building?

Once you move out of your apartment, a landlord may have grounds to evict your abuser if he or she has committed acts of domestic violence, sexual assault, or stalking against you on the rental property. Before you move out, you should work with a domestic violence agency or a legal aid office to plan for your safety.

Sample 30-Day Notice

(Date)

Dear (landlord's name):

I am a tenant at (your address). I (or a family member) am a victim of domestic violence, sexual assault, or stalking within the past 60 days. Pursuant to new changes to the California Civil Code, this is my 30-day notice that I will end my rental agreement on _____(enter a date 30 days from today).

I have enclosed (choose one) a copy of my restraining order, or a copy of a police report showing that I (or a family member) was the victim of an act of domestic violence, sexual assault or stalking.

Sincerely,

(Your name and address)