



## **KNOW YOUR RIGHTS**

### **Ending Your Lease Early Because of Abuse or a Crime**

#### **What Is Ending Your Lease Early Because of Acts of Abuse or a Crime?**

It is when a survivor of a certain type of abuse or crime, or their household member, or their immediate family member moves out of their rental unit before their lease ends, without continuing to owe rent or paying early lease termination fees.<sup>1</sup>

#### **Who Can End Their Lease Early?**

Survivors who experienced abuse or a crime listed below within the last 180 days may end their lease early.<sup>2</sup>

- Domestic Violence Survivors
- Sexual Assault Survivors
- Stalking Survivors
- Human Trafficking Survivors
- Elder or Dependent Adult Abuse Survivors
- Survivors of Crimes that Caused Injury
- Survivors of Crimes that Involved a Gun or Other Deadly Weapon
- Survivors of Crimes that Involved Force or Threat of Force

These survivors' household members and immediate family members may also end their lease early.<sup>3</sup> An immediate family member can be a parent, stepparent, spouse, child, child-in-law, stepchild, sibling or a person whose relationship with you makes them like immediate family.<sup>4</sup>

#### **How Many Days of Notice Do I Need to Give My Landlord Before I End My Lease?**

You must give your landlord 14 days' notice that you are ending your lease. This means you owe up to 14 days of rent after you give your landlord a letter explaining that you are moving before your lease ends.<sup>5</sup> But, if your landlord re-rents the unit in less than 14 days, your landlord should give you back the rent for the days the unit was re-rented.<sup>6</sup>

#### **How Do I End My Lease Early?**

To end your lease early, you need to give your landlord a letter telling them you are moving before your lease ends and a document that verifies that you are a survivor or that your household member or your immediate family member is a survivor.<sup>7</sup> If you or your household member is the survivor, you may use FVAP's **Template Letter: Survivors or Their Household Members Ending a Lease Early** to help you write to your landlord.

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<sup>1</sup> Cal. Civ. Code § 1946.7.

<sup>2</sup> *Id.* at § 1946.7, subd. (a), (d).

<sup>3</sup> *Id.* at § 1946.7, subd. (a).

<sup>4</sup> *Id.* at § 1946.7, subd. (h)(4).

<sup>5</sup> *Id.* at § 1946.7, subd. (e).

<sup>6</sup> *Ibid.*

<sup>7</sup> *Id.* at § 1946.7, subd. (b).



Immediate family members of survivors who don't live with the survivor can also terminate their lease early. In that situation, if the crime or abuse did not happen at the leased unit or within 1,000 feet of the unit, the immediate family member needs to give their landlord a written statement attached to their notice of lease termination that includes the following information:<sup>8</sup>

1. Your immediate family member is a survivor;
2. You are moving because of the abuse or crime your immediate family member experienced; and
3. Because of the crime or abuse, you need to move to increase your or your family member's safety, physical well-being, emotional well-being, psychological well-being, or financial security.<sup>9</sup>

If your immediate family member is the survivor, you may use FVAP's **Template Letter: Survivor's Immediate Family Member Ending a Lease Early** to help you write to your landlord.

### **What Can I Use to Verify I am a Survivor or My Household Member or Immediate Family Member is a Survivor?**

You, not the landlord, gets to choose one of the following four documents to verify that you or your household or immediate family member is a survivor:

- A copy of a **restraining order or protective order** issued within the last 180 days, that protects the survivor.
- A copy of a **police report** issued within the last 180 days, stating that the tenant, household member, or immediate family member filed a report alleging they are a survivor/victim of a type of abuse or crime listed above.
- A **Qualified Third Party Letter** verifying that the survivor is a survivor of a type of abuse or crime listed above (see FVAP's resource **Template Letter: Qualified Third Party Early Lease Termination Verification**).
- Any other documentation that reasonably verifies the crime or act of abuse.<sup>10</sup>

### **What "Other Documentation" Reasonably Verifies the Crime or Act of Abuse?**

The law does not give examples of what other documentation can verify the crime or abuse.<sup>11</sup> However, copies of emails or voice messages containing threats from the person who committed the abuse or crime could verify the abuse or crime.<sup>12</sup>

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<sup>8</sup> *Id.* at § 1946.7, subd. (c).

<sup>9</sup> *Id.*

<sup>10</sup> *Id.* at § 1946.7, subd. (b).

<sup>11</sup> *Id.* at § 1946.7, subd. (b)(4).

<sup>12</sup> Assem. Floor Analyses, 3d reading analysis of Sen. Bill No. 1190(2019-2020 Reg. Sess.) Aug 21, 2020, p. 2-3.



### **Can I End My Lease Early If I Live With the Person Who Harmed Me?**

Yes, you can live with the person who harmed you and still end your lease early.

### **Can My Landlord Penalize Me For Ending My Lease Early?**

No, even if your lease says otherwise, you cannot be penalized and your landlord must return a security deposit as usual if you end your lease early.<sup>13</sup> (See FVAP's **Resource Know Your Rights: Security Deposits**) If your landlord charges you more than 14 days rent, or charges you a lease termination fee, or refuses to return your security deposit, talk with your local legal aid organization to explore your options. Locate your local legal aid organization by visiting <https://www.lawhelpca.org/>

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<sup>13</sup> Cal. Civ. Code §§ 1946.7, subd. (f).