**TEMPLATE LETTER:**

**Survivors or Their Household Members Ending a Lease Early**

As explained in **Ending Your Lease Early Because of Abuse or a Crime,** survivors, their household members, or their immediate family members may end their lease early.[[1]](#footnote-1) Survivors covered by this law include survivors of domestic violence, sexual assault, stalking, human trafficking, elder or dependent adult abuse, and survivors of crimes that caused injury or death, or involved a deadly weapon or involved the use or threat of force. The survivor, household member or immediate family member may break the lease without any penalty or fee, regardless of what the lease states.

Generally, to end a lease early, a tenant must provide their landlord written notice saying they are ending their lease early and a document verifying that they or their household member or their immediate family member is a survivor. The tenant, not the landlord, gets to choose which one of the following four documents they use verify the survivor is a survivor:

* A copy of a restraining 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 that they are a survivor;
* Documentation from a Qualified Third Party verifying that the tenant, household member or immediate family member is a survivor; (see FVAP’s resource [**Template Letter: Qualified Third Party Early Lease Termination Verification**](https://fvaplaw.org/wp-content/uploads/2021/07/Template-Letter-Qualifed-3rd-Party-Early-Lease-Term-FINAL.docx)); or
* Any other documentation that reasonably verifies the crime or act of abuse.

This resource includes a template letter a survivor, or a survivor’s household member, can give their landlord to end their lease early. This letter can be filled out electronically or printed and filled out by hand. Survivors and advocates filling out the template letter by hand should use the electronic template as a guide to what information can be written into the blank lines. When providing this template letter to a landlord, the tenant should include one of the four documents listed above to verify that they or their household member is a survivor. Survivors should date and sign the letter and keep a copy of the completed letter for their records. If you do not have access to a copier, take a picture of the final document before giving it to the landlord.

**How do I get more help?** Contact FVAP at info@fvaplaw.org or (510) 858-7358 for questions.

[ELECTRONIC TEMPLATE]

[Date]

[Landlord / Property Manager Name]

[Landlord / Property Manager Company]

[Landlord / Property Manager Address]

 Re: Letter to Terminate Tenancy

Dear [Landlord / Property Manager Name]:

I am a tenant living at [insert address]. [Select One] a survivor of [Select One]. The [Select One] occurred within the last 180 days and I am ending my lease as allowed by the law.

A tenant who is a survivor of certain types of abuse or crimes, or their household member, has the right to end a lease early without penalty. (Civ. Code § 1946.7.) To end their lease, the tenant must provide written notice and documentation of the abuse or crime. (*Id.* at § 1946.7, subd. (b).) A tenant may choose which of one of the four types of documents to provide their landlord: a copy of a restraining order, a copy of a police report, a letter from a qualified third party, or any other document reasonably verifying the abuse or crime. (*Ibid*.) The tenant or household member ending his/her/their lease early is only responsible for paying up to 14 days of rent after giving the landlord a notice stating that he/she/they are ending his/her/their lease early. (*Id.* at § 1946.7, subd. (e).) The tenant or household member ending his/her/their lease early does not terminate the tenancy of any remining tenants.

This letter serves as my written notice that I am terminating my lease early. This notice meets all the requirements outlined in California Code § 1946.7 for survivors or their household members to end their lease early. I have enclosed [Insert one: - a copy of a restraining order issued within the last 180 days, - a copy of a police report issued in the last 180 days, - a letter from a qualified third party verifying the abuse or crime, - other documentation reasonably verifying the abuse or crime], which verifies [Select One] a survivor.

[Insert one: I have already vacated the premises. or I will vacate the premises on [insert date], which is within the next 14 days.] You must refund any rent I have already paid for any days after the 14 day period and any rent for days that you re-rent this unit after I leave and before the 14 day period ends. (Id. at § 1946.7, subd. (e).) You are also required to return my security deposit as per the usual procedures: the deposit must be returned within 21 days, with an itemized list of deductions, if applicable. (Id. at § 1946.7, subd. (f), 1950.5.) [Insert one: The address to send my rent and security to deposit is [address]. or I will provide an address to send my rent and security deposit to separately.

Thank you for your attention to this matter and for keeping my information confidential, as required by law. (Id. at § 1946.7, subd. (i).)

Sincerely,

[Survivor’s Signature]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Survivor’s Name Printed]

Enclosures: [Document(s) verifying you or household member is a survivor]

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Re: Letter to Terminate Tenancy

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

I am a tenant living at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a survivor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_ occurred within the last 180 days and I am ending my lease as allowed by the law.

A tenant who is a survivor of certain types of abuse or crimes, or their household member, has the right to end a lease early without penalty. (Civ. Code § 1946.7.) To end their lease, the tenant must provide written notice and documentation of the abuse or crime. (*Id.* at § 1946.7, subd. (b).) A tenant may choose which of one of the four types of documents to provide their landlord: a copy of a restraining order, a copy of a police report, a letter from a qualified third party, or any other document reasonably verifying the abuse or crime. (*Ibid*.) The tenant or household member ending his/her/their lease early is only responsible for paying up to 14 days of rent after giving the landlord a notice stating that he/she/they are ending his/her/their lease early. (*Id.* at § 1946.7, subd. (e).) The tenant or household member ending his/her/their lease early does not terminate the tenancy of any remining tenants.

This letter serves as my written notice that I am terminating my lease early. This notice meets all the requirements outlined in California Code § 1946.7 for survivors or their household members to end their lease early. I have enclosed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which verifies \_\_\_\_\_\_\_\_\_\_\_\_\_\_a survivor.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. You must refund any rent I have already paid for any days after the 14 day period and any rent for days that you re-rent this unit after I leave and before the 14 day period ends. (Id. at § 1946.7, subd. (e).) You are also required to return my security deposit as per the usual procedures: the deposit must be returned within 21 days, with an itemized list of deductions, if applicable. (Id. at § 1946.7, subd. (f), 1950.5.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Thank you for your attention to this matter and for keeping my information confidential, as required by law. (Id. at § 1946.7, subd. (i).)

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Enclosures: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. California Civil Code § 1946.7. [↑](#footnote-ref-1)