**TEMPLATE LETTER:**

**Survivor’s Immediate Family Member Ending a Lease Early**

As explained in [**Ending Your Lease Early Because of Abuse or a Crime**](https://fvaplaw.org/housing-toolkit-leaving-savely/)**,** tenants that are survivors, survivor’s household members, or survivor’s immediate family members may end their lease early, without any penalty or fee, regardless of what the lease states.[[1]](#footnote-1) ***An immediate family member can be a survivor’s parent, stepparent, spouse, child, child-in-law, stepchild, sibling, or a person whose relationship with survivor makes them like an immediate family member***.[[2]](#footnote-2) 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.

For a survivor’s immediate family member to end their lease early, they must provide their landlord written notice saying they are ending their lease early and a document verifying that 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 immediate family member 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 filed within the last 180 days by your immediate family member alleging they are a survivor of abuse or a crime;
* Documentation from a Qualified Third Party verifying that the 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 that the crime or abuse took place.

If the immediate family member does not live with the survivor, and the crime or act(s) of abuse did not occur at or within 1,000 feet of the family member’s unit, the family member must also provide an ***additional written statement*** to their landlord stating:

1. Their immediate family member is a survivor of abuse or a crime;
2. They are moving because their immediate family is a survivor of abuse or a crime; and
3. They are moving to increase their or their immediate family member’s safety, physical well-being, emotional well-being, psychological well-being, or financial security as a result of the crime.

This resource includes a template letter that a survivor’s immediate family can give their landlord to end their lease early. This resource also includes an additional written statement that a survivor’s immediate family member can use when the survivor does not live with them and the crime or abuse did not occur at or within 1,000 feet of the survivor’s immediate family member’s unit.

These letters can be filled out electronically or printed and filled out by hand. Tenants and advocates filling out the template letters by hand should use the electronic templates as a guide to what information can be written into the blank lines. There are two versions of the printable template letter. “Letter to Terminate Tenancy Because of Abuse or Crime Occurring within 1,000 Feet of Unit” is for tenants to use when the crime or abuse happened at or within 1,000 feet of their unit. “Letter to Terminate Tenancy Because of Abuse or Crime to Family Member” is for tenants to use when the crime or abuse did not happen at or within 1,000 feet of their unit. If the crime or abuse did not happen at or within 1,000 feet of the tenant’s unit, the tenant must also complete and submit the template letter “Moving Because My Immediate Family Member is a Survivor of Abuse or a Crime” along with their “Letter to Terminate Tenancy.”

When providing the template letter(s) 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. Tenants should date and sign the letter(s) and keep a copy of the completed letter(s) for their records. If you do not have access to a copier, take a picture of the final documents before giving them 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]. My immediate family member, my [insert type of immediate family member, i.e. parent, sibling, child, spouse, foster sister etc], is a survivor of [Select One]. [Insert one: The [Select One] occurred within the last 180 days and within my unit or within 1,000 feet of my unit. OR The [Select One] occurred within the last 180 days and neither within my unit nor 1000 feet of my unit, so attached is an additional statement.]

A tenant who is the immediate family member of a survivor of certain types of abuse or crimes, 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 one of these four types of documents to provide the 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*.) [Insert if the crime or abuse did not happen in your unit or within 1000 feet of your unit:If the crime or abuse the immediate family member experienced did not occur at the tenant’s unit or within 1000 feet of their unit, the tenant must attach to the notice a written statement stating: (1) the tenant’s immediate family member is a survivor of abuse or crime, (2) the tenant is moving because their immediate family member is a survivor and (3) the tenant is moving to increase the safety, physical well-being, emotional well-being, psychological well-being, or financial security of the tenant or of the tenant’s immediate family member as a result of the abuse or crime. (*Id.* at § 1946.7, subd. (c).)]

The tenant ending their lease early is only responsible for paying up to 14 days of rent after giving the landlord a notice stating they are ending their lease early. (*Id.* at § 1946.7, subd. (e).) The tenant ending their lease early does not terminate the tenancy of any remining tenants.

This serves as my written notice that I am ending my lease early. This notice and its attachments together meet all the requirements outlined in California Code § 1946.7 for immediate family members of a survivor of abuse or crime to end a lease early. The attached [Insert one: - copy of a restraining order issued within the last 180 days, - copy of a police report issued in the last 180 days, - letter from a qualified third party verifying the abuse or crime, - document reasonably verifying the abuse or crime] verifies that my immediate family member is 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 immediate family member is a survivor]

[Date]

[Landlord / Property Manager Name]

[Landlord / Property Manager Company]

[Landlord / Property Manager Address]

 Re: Moving Because My Immediate Family Member is a Survivor of Abuse or a Crime

Dear [Landlord / Property Manager Name]:

I am a tenant living at [insert address]. My immediate family member, my [insert type of immediate family member, i.e. parent, sibling, child, spouse, foster sister etc], is a survivor of [Select One]. The [Select One] occurred within the last 180 days and was neither within my unit nor 1,000 feet of my unit. I am moving because my immediate family member is a survivor of [Select One] and to increase [Select One] [choose one or more of the following: safety, physical well-being, emotional well-being, psychological well-being, or financial security] because of the abuse or crime.

Sincerely,

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

[Survivor’s Name Printed]

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Re: Letter to Terminate Tenancy Because of Abuse or Crime Occurring within 1,000 Feet of Unit.

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

I am a tenant living at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. My immediate family member, my \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is a survivor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_occurred within the last 180 days and within my unit or within 1,000 feet of my unit.

A tenant who is the immediate family member of a survivor of certain types of abuse or crimes, 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 one of these four types of documents to provide the 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 ending their lease early is only responsible for paying up to 14 days of rent after giving the landlord a notice stating they are ending their lease early. (*Id.* at § 1946.7, subd. (e).) The tenant ending their lease early does not terminate the tenancy of any remining tenants.

This serves as my written notice that I am ending my lease early. This notice and its attachments together meet all the requirements outlined in California Code § 1946.7 for immediate family members of a survivor of abuse or crime to end a lease early. The attached \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ verifies that my immediate family member is 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Re: Letter to Terminate Tenancy Because of Abuse or Crime to Family Member

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

I am a tenant living at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. My immediate family member, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is a survivor of \_\_\_\_\_\_\_\_\_\_\_\_. The \_\_\_\_\_\_\_\_\_\_occurred within the last 180 days and neither within my unit nor 1,000 feet of my unit, so attached is an additional statement.

A tenant who is the immediate family member of a survivor of certain types of abuse or crimes, 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 one of these four types of documents to provide the 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*.):If the crime or abuse the immediate family member experienced did not occur at the tenant’s unit or within 1000 feet of their unit, the tenant must attach to the notice a written statement stating: (1) the tenant’s immediate family member is a survivor of abuse or crime, (2) the tenant is moving because their immediate family member is a survivor and (3) the tenant is moving to increase the safety, physical well-being, emotional well-being, psychological well-being, or financial security of the tenant or of the tenant’s immediate family member as a result of the abuse or crime. (*Id.* at § 1946.7, subd. (c).)]

The tenant ending their lease early is only responsible for paying up to 14 days of rent after giving the landlord a notice stating they are ending their lease early. (*Id.* at § 1946.7, subd. (e).) The tenant ending their lease early does not terminate the tenancy of any remining tenants.

This serves as my written notice that I am ending my lease early. This notice and its attachments together meet all the requirements outlined in California Code § 1946.7 for immediate family members of a survivor of abuse or crime to end a lease early. The attached \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ verifies that my immediate family member is 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Re: Moving Because My Immediate Family Member is a Survivor of Abuse or a Crime

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

I am a tenant living at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. My immediate family member, my \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is a survivor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The \_\_\_\_\_\_\_\_\_\_\_\_occurred within the last 180 days and neither within my unit nor 1000 feet of my unit. I am moving because my immediate family member is a survivor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and to increase \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_because of the abuse or crime.

Sincerely,

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

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

1. California Civil Code § 1946.7. [↑](#footnote-ref-1)
2. *Id.* at § 1946.7, subd. (h)(4). [↑](#footnote-ref-2)