

KNOW YOUR RIGHTS:

Ending Your Lease Early Because of Abuse or Crime

What Is Ending My Lease Early Because of Abuse or Crime?

It is ending your lease early because you or your household member, or an immediate family member you don't live with, experienced abuse or crime in the last 180 days.¹

- A **household member** is a family member you live with.
- An **immediate family member** is a parent, stepparent, spouse, child, child-in-law, stepchild, sibling or person who is like immediate family to you.
- **Abuse or crime is:**
 - Domestic Violence
 - Sexual Assault
 - Stalking
 - Human Trafficking
 - Elder or Dependent Adult Abuse
 - Crime that Caused Injury
 - Crime that Involved a Gun or Other Deadly Weapon
 - Crime that Involved Force or Threat of Force

Can I End My Lease Early If I Live with the Person Who Committed the Abuse or Crime?

Yes, you can end your lease early if you live with the person who committed the abuse or crime or if you have co-tenants. Ending your lease early doesn't end their lease.²

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

You must give your landlord 14 days' written notice that you are ending your lease. This means you owe rent for at least 14 days after you tell your landlord, in writing, that you are ending your lease early. 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.³

¹ Civ. Code § 1946.7, subds. (a), (d) and (h).

² Civ. Code § 1946.7, subd. (g).

³ Civ. Code § 1946.7, subd. (e).

How Do I End My Lease If I or a Household Member Experienced Abuse or Crime?

You need to give your landlord a letter telling them you are ending your lease early. Also, ***you must give them a document that shows you or the family member you live with experienced abuse or crime.***⁴

FVAP's below template, [Notice Ending a Lease Early Because Abuse or Crime](#) can be used to end your lease early.

How Do I End My Lease When an Immediate Family Member I Do Not Live with Experienced Abuse or Crime?

You must give your landlord a letter telling them you are ending your lease early. You also ***must give them a document that shows your immediate family member experienced abuse or crime.***⁵ If the abuse or crime did not happen at or within 1,000 feet of your unit, you must also give your landlord a written statement that says:

1. Your immediate family member experienced abuse or a crime;
2. You are moving because of the abuse or crime your immediate family member experienced; and
3. Because of the abuse or crime, 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.⁶

The below template, [Notice Ending a Lease Early Because Immediate Family Member Experienced Abuse or Crime](#), can help you end your lease early.

⁴ Civ. Code § 1946.7, subd. (b).

⁵ Civ. Code § 1946.7, subd. (b).

⁶ Civ. Code § 1946.7, subd. (c).

What Documents Can Show My Family Member or I Experienced Abuse or Crime?

You can use any of the below:

1. A ***restraining or protective order*** protecting the survivor and issued in the last 180 days.
2. A ***police report*** issued in the last 180 days, saying that the tenant, or their family member filed a report saying they experienced abuse or crime.
3. A ***Qualified Third-Party Statement***, which is a letter from a qualified third-party saying the tenant received services and said they or their family member experienced abuse or crime. The below template, [Qualified Third-Party Statement – Ending Lease Early](#) can be used for the third-party statement.
4. Any other documentation that reasonably verifies the crime or act of abuse.⁷

What “Other Documentation” Reasonably Verifies the Abuse or Crime?

The law doesn’t say what can verify the abuse or crime. But emails or voicemails documenting the abuse or crime may be able to verify the abuse or crime.⁸

Who are Qualified Third Parties?

- Sexual Assault Counselors
- Domestic Violence Counselors
- Human Trafficking Caseworkers
- Victim of Violent Crime Advocates
- Doctors
- Registered Nurses
- Psychiatrists
- Psychologists
- Licensed Clinical Social Workers
- Licensed Marriage & Family Therapists
- Licensed Professional & Clinical Counselor

⁷ Civ. Code § 1946.7, subd. (b).

⁸ Civ. Code § 1946.7, subd. (b)(4); Assem. Floor Analyses, 3d reading analysis of Sen. Bill No. 1190(2019-2020 Reg. Sess.) Aug 21, 2020, p. 2-3.

Is My Landlord Allowed to Penalize Me for Ending My Lease Early?

No, they are not allowed to penalize you for ending your lease early because of abuse or crime. This means they are not allowed to charge you an early lease termination fee even if your lease says they can. Also, your landlord must return your security deposit as normal.⁹ See [Know Your Rights: Security Deposits](#) for more information about security deposits.¹⁰

If you get charged a termination fee, or don't get your security deposit back, your local legal aid may be able to help. Find your local legal aid at <https://www.lawhelpca.org/>.

Is My Landlord Allowed to Share the Information I Used to End My Lease Early?

No, normally a landlord is not allowed to tell other people information you told them to end your lease early. Your landlord is allowed to share information you gave them to end your lease early in these three cases:

1. You tell your landlord in writing that they can share the information.
2. Your landlord must share your information because of a law or a court order.
3. You used a qualified third-party letter to end your lease, and your landlord is reaching out to the qualified third-party to verify the letter.¹¹

What Can I Do If My Landlord Does Not Let Me End My Lease Early or Shares Information Used to End My Lease Early?

You can file a lawsuit in small claims court against your landlord. If a landlord does not follow the early lease termination law, a court can order a landlord to pay you damages (money).¹²

⁹ Civ. Code § 1946.7, subd. (f).

¹⁰ <https://fvaplaw.org/resource/know-your-rights-security-deposits/>

¹¹ Civ. Code § 1946.7, subd. (i).

¹² Civ. Code § 1946.7, subd. (k).

Template: Notice Ending a Lease Early Because of Abuse or Crime

Instructions

1. You can download this template in a word document by clicking this [link](#).
2. Delete instructions, highlights and brackets i.e. [] before giving your letter to the landlord.
3. Fill out the highlighted sections.
4. Date and sign the letter.
5. Make a copy or take a picture of the letter and attachment(s) for your records.
6. Give or send the completed letter and attachment(s) to the housing provider.
7. If the housing provider does not respond to you, reach out to them.

[Insert Date]

[Landlord / Property Manager's Name]

[Address Line 1]

[Address Line 2]

Re: Notice of Early Lease Termination

Dear [Insert: Name of Landlord / Property Manager's Name]:

I am a tenant living at [insert: unit's address]. [insert one: I or My household member] experienced [insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, a crime that caused bodily injury or death, a crime that involved a deadly weapon or a crime that included the use of force or a threat of force] within the last 180 days, so I am ending my lease early. This is notice I am ending my lease on [insert: date you are ending lease, date must be at least 14 days from when you tell your landlord you are ending your lease].

If a tenant or their household member experiences abuse or crime, the tenant is allowed to end their lease early without penalty, for up to 180 days after the abuse or crime occurred. (Civ. Code, § 1946.7.) Abuse or crime is domestic violence, sexual assault, human trafficking, stalking, elder or dependent adult abuse or a crime that

caused injury, involved a gun or other deadly weapon or involved force or threat of force. (Civ. Code, § 1946.7, subd. (a).) To end their lease early, the tenant must give their landlord written notice and documentation that shows they or their household member experienced abuse or crime. (Civ. Code, § 1946.7, subd. (b).) The tenant chooses one of these four types of documents to give their landlord: (1) a copy of a restraining order, (2) a copy of a police report, (3) a letter from a qualified third party, or (4) any other document that reasonably verifies the abuse or crime. (Civ. Code, § 1946.7, subd. (b).) A tenant that ends their lease early does not end the lease of any remaining tenants. (Civ. Code, § 1946.7, subd. (g).)

Once a tenant gives notice that they are ending their lease early, the tenant is only responsible for up to 14 days of rent. (Civ. Code, § 1946.7 subd. (e).) Their landlord is not allowed to charge an early lease termination fee or otherwise penalize the tenant for ending their lease under Civil Code § 1946.7, even if their lease says otherwise. (*Id.* at § 1946.7 subds. (e) & (f).) If a landlord re-rents the room before the 14 days end, the landlord must return the rent for the days the unit was re-rented to the tenant that ended their lease early. (*Id.* at § 1946.7, subd. (e).) Additionally, the landlord must return their 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.) Generally, a landlord is not allowed to tell anyone else the information the tenant gives them to end their lease early. (*Id.* at § 1946.7, subd. (i).)

I attached **[insert one of the following: 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; documentation reasonably verifying the abuse or crime]**. Pursuant to Civil Code section 1946.7 the attached document verifies that **[insert one: I or my household member]** experienced **[insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, a crime that caused bodily injury or death, a crime that involved a deadly weapon or a crime that included the use of force or a threat of force]**, which is abuse or crime. Therefore, you must let me end my lease early.

[Explain how much rent you owe your landlord, or your landlord owes you.]

Examples:

- As stated above, I am ending my lease on July 16, which is 14 days from today. Because I already paid my July rent, you must refund me \$1000, which is the rent money for July 17-31. If you re-rent the unit before July 31, you must also return the rent for the days the unit was re-rented.
- I moved out of the unit 3 months ago. I believe my ex still lives in the unit. I recently learned I can end my lease because I experienced abuse, so I am ending

my lease now. Because I have ended my lease I am no longer a party to the lease and am not responsible for any future rent or damage done to the unit.]

Thank you for your attention to this matter and for keeping my information confidential, as required by law. (Id. at § 1946.7, subd. (i).) Please return my security deposit [optional: and overpaid rent] to me at [insert: mailing address]. [Optional: If you disclose my confidential information or fail to allow me to end my tenancy early, you can be held liable for damages.]

Sincerely,

[Survivor's Signature] _____

[Survivor's Name Printed]

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

Template: Notice Ending a Lease Early Because Immediate Family Member Experienced Abuse or Crime

Instructions

1. You can download this template in a word document by clicking this [link](#).
2. Delete instructions, highlights and brackets i.e. [] before giving your letter to the landlord.
3. Fill out the highlighted sections.
4. Date and sign the letter.
5. Make a copy or take a picture of the letter and attachment(s) for your records.
6. Give or send the completed letter and attachment(s) to the housing provider.
7. If the housing provider does not respond to you, reach out to them.

[Insert: Date]

[Date]

[Landlord / Property Manager's Name]

[Address Line 1]

[Address Line 2]

Re: Notice of Early Lease Termination

Dear [Insert: Name of Landlord / Property Manager's Name]:

I am a tenant living at [insert: unit's address]. Because my immediate family member, my [insert type of immediate family member: examples parent, sibling, child, spouse, foster sister, best friend, who is like a brother to me], experienced abuse or crime in the last 180 days I am ending my lease early. This is notice I am ending my lease on [insert: date you are ending lease, date must be at least 14 days from when you tell your landlord you are ending your lease].

A tenant whose immediate family member experienced abuse or crime is allowed to end their lease early without penalty, for up to 180 days after the abuse or crime occurred. (Civ. Code, § 1946.7.) Abuse or crime is domestic violence, sexual assault, human trafficking, stalking, elder or dependent adult abuse or a crime that caused injury, involved a gun or other deadly weapon or involved force or threat of force. (Civ.

Code, § 1946.7, subd. (a).) To end their lease early, the tenant must give their landlord written notice and documentation showing their immediate family member experienced abuse or crime. (Civ. Code, § 1946.7, subd. (b).) The tenant chooses one of these four types of documents to give their landlord: (1) a copy of a restraining order, (2) a copy of a police report, (3) a letter from a qualified third party, or (4) any other document that reasonably verifies the abuse or crime. (Civ. Code, § 1946.7, subd. (b).) A tenant that ends their lease early does not end the lease of any remaining tenants. (Civ. Code, § 1946.7, subd. (g).)

[Insert the following if the abuse or crime did not happen in your unit or within 1000 feet of your unit: If the abuse or crime the immediate family member experienced did not occur at the tenant's unit or within 1,000 feet of the tenant's unit, the tenant must attach to the notice a written statement stating: (1) the tenant's immediate family member experienced 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).) Because my immediate family member did not experience abuse or crime within 1,000 feet of my unit, this written statement is attached.]

Once a tenant gives notice that they are ending their lease early, the tenant is only responsible for up to 14 days of rent. (Civ. Code, § 1946.7 subd. (e).) Their landlord is not allowed to charge an early lease termination fee or otherwise penalize the tenant for ending their lease under Civil Code § 1946.7, even if their lease says otherwise. (*Id.* at § 1946.7 subds. (e) & (f).) If a landlord re-rents the room before the 14 days end, the landlord must return the rent for the days the unit was re-rented to the tenant that ended their lease early. (*Id.* at § 1946.7, subd. (e).) Additionally, the landlord must return their 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.) Generally, a landlord is not allowed to tell anyone else the information the tenant gives them to end their lease early. (*Id.* at § 1946.7, subd. (i).)

I attached **[insert one of the following:** 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; documentation reasonably verifying the abuse or crime]. Pursuant to Civil Code section 1946.7 the attached document verifies that my immediate family member experienced **[insert one or more of the following:** domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, a crime that caused bodily injury or death, a crime that involved a deadly weapon or a crime that included the use of force or a threat of force]. Therefore, you must let me end my lease early.

[Insert explanation about how much rent you owe your landlord, or your landlord owes you. Examples:

- As stated above, I am ending my lease on July 16, which is 14 days from today. Because I already paid my July rent, you must refund me \$1000, which is the rent money for July 17-31. If you re-rent the unit before July 31, you must also return the rent for the days the unit was re-rented.
- I moved out of the unit 3 months ago. I believe my ex-partner still lives in the unit. I recently learned I can terminate my lease because my immediate family member experienced abuse, so I am ending my lease now. Because I have ended my lease I am no longer a party to the lease and am not responsible for any future rent or damage done to the unit.]

Thank you for your attention to this matter and for keeping my information confidential, as required by law. (Id. at § 1946.7, subd. (i).) Please return my security deposit **[optional: and overpaid rent]** to me at **[insert: your mailing address]**. **[Optional: If you disclose my confidential information or do not allow me to end my tenancy early, you can be held liable for damages.]**

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]

Attached: **[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 [Insert: Landlord / Property Manager Name]:

I am a tenant living at [insert: unit's address]. My immediate family member, my [insert type of immediate family member: examples parent, sibling, child, spouse, foster sister, best friend, who is like a brother to me], experienced [insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, a crime that caused bodily injury or death, a crime that involved a deadly weapon or a crime that included the use of force or a threat of force]. The abuse or crime occurred within the last 180 days and was neither within my unit nor within 1,000 feet of my unit. I am moving because my immediate family member experienced abuse or crime and to increase [choose one: my, my immediate family member's or my and my immediate family member's] [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]

Template: Qualified Third-Party Statement – Ending Lease Early

Instructions

1. You can download this template in a word document by clicking this [link](#).
2. Delete instructions, highlights and brackets i.e. [] before giving your letter to the landlord.
3. Part I of the template must be completed by the tenant.
4. Part II of the template must be completed by a qualified third party.
 - a. If the qualified third is a domestic violence counselor, sexual assault counselor, human trafficking caseworker or victim of violent crime advocate, then both Part I and Part II must be written on the third-party's organization's letterhead.
 - b. If the qualified third-party is a California licensed physician, surgeon, registered nurse, psychiatrist, psychologist, clinical social worker, marriage and family therapist, or professional clinical counselor, the letter does not need to be on letterhead.
5. Highlighted sections must be filled out.
6. Date and sign the letter.
7. Make a copy or take a picture of the letter and attachment(s) for your records.
8. Give or send the completed letter and attachment(s) to your landlord.
9. If your landlord does not respond, reach out to them.

Tenant Statement and Qualified Third Party Statement under Civil Code Section 1946.7

Part I. Statement By Tenant

[If a sexual assault counselor, domestic violence counselor, human trafficking caseworker or victim of violent crime advocate completes Part II, then both Part I and Part II must be written on the advocate's organization's letterhead.]

I _____ **[insert name of tenant]**, state as follows:

I, or a member of my household or immediate family, have been a victim of:

[Insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, or a crime that caused bodily injury or death, a crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument, or a crime that included the use of force against the victim or a threat of force against the victim].

The most recent incident(s) happened on or about: _____.
[Insert date or dates.]

The incident(s) was/were committed by the following person(s), with these physical description(s), if known and safe to provide:

_____. **[If you know and it is safe to provide your abuser(s) name(s) and physical description(s), insert here]**

Signature of Tenant

Date

Part II. Qualified Third Party Statement

[If a sexual assault counselor, domestic violence counselor, human trafficking caseworker or victim of violent crime advocate completes Part II part, then both Part I and Part II of the letter must be written on the advocate's organization's letterhead.]

I, _____ **[Insert Name of Qualified Third Party]**, state as follows:

My business address and phone number are: **[insert business address and phone number]** _____

[Check and complete one of the following:]

____ I meet the requirements for a sexual assault counselor provided in Section 1035.2 of the Evidence Code and I am either engaged in an office, hospital, institution, or center commonly known as a rape crisis center described in that section or employed by an organization providing the programs specified in Section 13835.2 of the Penal Code.

____ I meet the requirements for a domestic violence counselor provided in Section 1037.1 of the Evidence Code and I am employed, whether financially compensated or not, by a domestic violence victim service organization, as defined in that section.

____ I meet the requirements for a human trafficking caseworker provided in Section 1038.2 of the Evidence Code and I am employed, whether financially compensated or not, by an organization that provides programs specified in Section 18294 of the Welfare and Institutions Code or in Section 13835.2 of the Penal Code.

____ I meet the definition of "victim of violent crime advocate" provided in Section 1947.6 of the Civil Code and I am employed, whether financially compensated or not, by a reputable agency or organization that has a documented record of providing services

to victims of violent crime or provides those services under the auspices or supervision of a court or a law enforcement or prosecution agency.

_____ I am licensed by the State of California as a: _____
[insert one of the following: physician and surgeon, osteopathic physician and surgeon, registered nurse, psychiatrist, psychologist, licensed clinical social worker, licensed marriage and family therapist, or licensed professional clinical counselor] and I am licensed by, and my license number is:
_____. [Insert name of state licensing entity and license number.]

The person who signed the Statement By Tenant above stated to me that the person, or a member of the person's household or immediate family, is a victim of:
_____. [insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, or a crime that caused physical injury, emotional injury and the threat of physical injury, or death.]

The person further stated to me the incident(s) occurred on or about the date(s) stated above.

I understand that the person who made the Statement By Tenant may use this document as a basis for terminating a lease with the person's landlord.

Signature of Qualified Third Party

Date