Ending Lease for a Survivor of Domestic Violence

Terminating lease with written notice

(A.R.S. § 33-1318):

- Victims of domestic violence or sexual assault may terminate a lease by giving written notice to landlords
- The written notice must request release from the rental agreement with a mutually agreed on release date within 30 days from the notice date
- A landlord may request the name and address of the person named in an order of protection or a police report, in writing, if known by the victim.
- Termination of the lease may be requested only if the actions that resulted in the tenant being a victim of domestic violence or sexual assault occurred within 30 days of the date the written notice is given to the landlord.

Documents that must be provided with your notice

The Written Notice must be accompanied by ONE of the following:

1. A copy of the protective order
2. A copy of the written police report

After providing notice

- Your rights and obligations under the lease end
- You must leave the unit to avoid liability for future rent
- You will not be liable for any early termination penalties or fees
- If you have prepaid rent that would apply for the month in which the lease is terminated, the landlord may retain the prepaid rent and no refund is due to the tenant
- The landlord shall not withhold the security deposit for the early termination of the lease if you meet all requirements of providing written notice
- Your landlord can withhold your security deposit to cover damage you caused to the rental
- If convicted of falsely filing a departmental report or order of protection the tenant is liable for treble damages for premature termination of the lease

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Protections Your Landlord Can Provide

You may request a new lock to unit. Tenants must pay for the cost of installing the new lock. A landlord may comply with by either rekeying the lock if the lock is in good working condition or replacing the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced. Your landlord should refuse to give new keys to the person named in an order of protection or a dept. report. Your landlord must refuse to give access to the unit to the person named in an order of protection or a dept. report unless a law enforcement officer escorts that person into and out of the rental. An emergency order of protection or a protective order that is issued to a resident of a rental property automatically applies to the entire residential rental property.

More On Liability

Under A.R.S. § 33-1318:

1. **Interference with the residential rental agreement.** The provoker (abuser) may be civilly liable for all economic losses incurred by a landlord for the domestic violence or sexual assault early lease termination. Regardless if listed as a tenant in the lease, anyone named in an order of protection who provokes an early lease termination is deemed to have interfered with the rental agreement between the landlord and tenant and may be legally responsible for the landlord's economic losses. This civil liability includes unpaid rent, early lease termination fees, costs to repair damage to the premises and any reductions or waivers of rent previously granted.

2. **Multiple Tenants on a Terminated Lease:** If there are multiple tenants on the lease that has been terminated, the tenancy for those tenants also terminates. The tenants who are not the victims of domestic violence or sexual assault and are not named in a police report/order of protection may be released from any financial obligations due under the previous lease. The remaining tenants may be allowed to enter into a new lease with the landlord.

3. **Your Landlord's Right to Terminate the Lease:** The landlord retains the right to terminate your lease for actions unrelated to the act of domestic violence/sexual assault. The landlord must hold the victim of domestic violence to the same standard as other tenants. The landlord may evict a victim of domestic violence for serious or repeated lease violations that are not related to the abuse, such as partaking in illegal activity (ex. drug dealing) on the premises or causing damage to the property.