



at Community Legal Services

FREQUENTLY ASKED QUESTIONS: EARLY LEASE TERMINATION

I am a victim of domestic violence and need to move out of my apartment for safety reasons. Can I break my lease without financial consequences or ruining my credit?

Yes. A.R.S. § 33-1318 allows for domestic violence victims to terminate their lease agreements if they provide the landlord with written notice and a copy of a police report or an Order of Protection *within 30 days of the abuse*. The tenant is only liable for rent owed or paid through the date of the lease termination plus any previously outstanding obligations. The landlord may ask for additional information, such as the name and address, if known, of the perpetrator.

Why does the landlord want/need the name and address of my abuser?

A.R.S. § 33-1318 allows a landlord to pursue perpetrators of domestic violence in order to recover financial losses as a result of early lease termination and property damage.

My abuser and I are both on the lease. Can I still terminate my lease?

Yes. A domestic violence victim may still terminate a lease even if her/his abuser is also on the lease. Upon giving the landlord notice and the required documentation, a victim of domestic violence can terminate the lease and will be released from any future liability under the lease. Further, the landlord must refuse to provide access to the apartment to a domestic violence offender named in an Order of Protection or police report unless the abuser is escorted in and off the property by an officer.

What if I have a roommate?

You can still terminate your rental agreement. However, your roommate's lease will also terminate. Your roommate *may* be released from any pre-existing financial obligations, if the roommate is not the domestic violence offender. If your roommate chooses to stay in the apartment, he/she may be permitted to enter into a new lease agreement.

How soon after I give notice to my landlord will the lease be broken?

The landlord and tenant must mutually agree upon a date of termination not to exceed 30 days from the date notice was given.

Will I be charged any fees or penalties for terminating my lease early?

No. A domestic violence victim who terminates her lease under A.R.S. § 33-1318 shall not be charged any penalties or fees related to the lease termination. Further, a security deposit cannot be withheld unless you have failed to maintain your dwelling unit under A.R.S. § 33-1341.

My boyfriend/girlfriend assaulted me at my apartment, but we don't live together, and we don't have any children together. Can I still break my lease?

Yes, as long as the relationship between the victim and the defendant is currently or was previously a romantic or sexual relationship. This law only applies to tenants who are victims of domestic violence as defined in A.R.S. § 13-3601. Thus, the law applies to tenants who are married to, have children with, live with their abusers, or the relationship between the victim and the defendant is currently or was previously a romantic or sexual relationship. The law also applies to victims who are related to their abusers.

I am being evicted because I was assaulted at my apartment and the police responded. Will this law help me?

Maybe. You can still be evicted, but if you have provided a copy of the police report or an Order of Protection to your landlord within 30 days of the assault, you may ask the landlord for an early lease termination instead of an eviction. If the landlord refuses, you can present the information to the judge at your eviction proceeding, and the judge *may* vacate the eviction. However, you may still be required to vacate the property.

I can't afford to move. Are there any alternatives to breaking my lease?

Yes. A domestic violence victim can request that the landlord change the locks, but the tenant will be responsible for the cost of doing so. You *may*, but are not required to, provide the landlord with a copy of the police report or an Order of Protection. The landlord may not permit the suspect named in the police report or defendant on the Order of Protection to enter the apartment without a police escort.

What if I am a victim of stalking or sexual assault by a stranger?

The lease termination law does not apply.

What else about this law should I know?

If you obtain an Order of Protection and are not going to terminate your lease or move to a new apartment complex, your Order of Protection protects the *entire* rental property. Thus, the person named in the Order is prohibited from being anywhere on the property, including other apartments and common areas. Therefore, you should provide your landlord with a copy of the Order of Protection so he or she can notify law enforcement if your abuser is found anywhere on the premises.

