



Domestic Violence Early Lease Termination

+ I am a victim of domestic violence or sexual assault 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 and sexual assault victims (if the sexual assault occurred in the tenant's dwelling) 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 and sexual assault in order to recover financial losses as a result of early lease termination and property damage. This information also identifies that person who may not be allowed access to the dwelling.

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

Yes. A victim of domestic violence or sexual assault may still terminate a lease even if their abuser is also on the lease. Upon giving the landlord notice and the required documentation, a victim of domestic violence or sexual assault 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 or sexual assault offender named in an Order of Protection or police report, unless the offender 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 or sexual assault offender. If your roommate chooses to stay in the apartment, they 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 or sexual assault victim who terminates their 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. The assault is considered domestic violence if the relationship between the victim and the perpetrator is currently or was previously a romantic or sexual relationship. An assault may be considered a sexual assault even when there is no current or prior romantic or sexual relationship.

+ 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 victim of domestic violence or sexual assault 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 listed on the Order of Protection to enter the apartment without a police escort.

+ What else should I know about this law?

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 they can notify law enforcement if your abuser is found anywhere on the premises.