

Protections For Renters Who Are Victims of Domestic Violence.

Victims of domestic violence and sexual assault may be able to end their rental agreement early under A.R.S. § 33-1318.

Step 1: Notice

You must give written notice to your landlord about the domestic violence or sexual assault. After a domestic violence or sexual assault incident occurs, you may be able to end your rental agreement early. First, you must give written notice to your landlord. You must include either:

- A copy of a police report related to the incident; or
- An order of protection related to an incident of domestic violence.

Important: The incident must have occurred within 30 days of you giving notice.

Step 2: Move Out

Once you give notice to your landlord, your rights and obligations under the lease are terminated.

You must leave your rental by the date that you and your landlord mutually agreed upon. If you provide notice, and you move out by the agreed date, you are not responsible for:

- Any future rent under the lease
- Early termination penalties or fees

But you are responsible for all past due rent and late fees.

Keep In Mind

- Your landlord may still terminate your lease if there are other lease violations unrelated to the domestic violence or sexual assault incident.
- If you live with roommates, the lease will terminate for everyone in the rental, excluding the abuser who caused the termination of the lease.

Other Protections

Your landlord may be able to provide you with other protections if you do not want to move out.

- You may request a new lock for your rental unit at your expense.
- Your landlord should not give a new key to the person named in the order of protection or police report.
- Your landlord must refuse to provide that person access to the rental unit unless they are escorted by law enforcement.



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