

# NOTICE OF LEASE TERMINATION BY VICTIM OF DOMESTIC VIOLENCE

Tenant Information:	Manager/Owner Information:
Name: _____	Name: _____
Address: _____ _____	Address: _____ _____

Pursuant to Utah Code §57-22-5.1(4), I am informing you that effective immediately I am terminating my rental agreement because I am the victim of domestic violence. Included with this Notice is a copy of a Protective Order issued by a District Court or a police report concerning an incident of domestic violence associated with this termination. I have checked below the circumstance that applies to me.

***Co-Tenant Remains in Rental Unit***

Because a co-tenant (whether or not the perpetrator of the domestic violence) remains in the rental unit and that co-tenant has a continuing duty to pay rent, this constitutes the equivalent of 45 days' rent and no additional payment is due from me at this time. Please remove my name from the rental agreement and do not name me as an obligor in any future claim regarding this rental.

***No Remaining Tenant***

Utah law requires that I "pay the owner the equivalent of 45 days' rent." I calculate this equivalency as follows:

1 month's rent is \$\_\_\_\_\_ divided by 30 is \$\_\_\_\_\_ per day times 45 days = \$\_\_\_\_\_

**Less ("subtracting") the following:**

Rent already paid for this month: \_\_\_\_ days remaining in month x \$\_\_\_\_\_ per day = \$\_\_\_\_\_

Last month's rent paid at beginning of tenancy: \$\_\_\_\_\_

Other credits: \_\_\_\_\_ \$\_\_\_\_\_

<b>To lawfully terminate my lease, I now tender this amount:</b>	\$_____
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If a prospective landlord of mine contacts you about my tenancy, you will please indicate that I terminated this tenancy lawfully.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_

Tenant

# INSTRUCTIONS & INFORMATION

## Breaking your lease

First, ask your landlord to let you out of your agreement without paying anything; many landlords will allow this. You could ask for a simple written release but it may be sufficient to have (and save) an email or voice message from the landlord giving you permission to leave. You could also send a short letter stating your belief that the landlord released you from the tenancy at no additional charge. Keep a copy of the letter. *If you have a section 8 voucher, contact your caseworker immediately.*

Next, if your landlord or the rental agreement itself require you to pay a smaller amount than calculated under Utah law (below), you should only pay the lesser amount. It may help to make a conspicuous notation on your check or money order saying “Paid In Full for termination of lease.”

If these methods don’t work, use this Notice. You must have either a Protective Order or a police report showing you are the victim of domestic violence (and not a participant). If the incident did not occur in or near your rental unit, you may need to indicate that the perpetrator knows (or can find out) where you live in order to break your lease. Attach a copy of the PO or police report to the Notice. The law requires you to pay “the equivalent of 45 days’ rent” to the landlord at the same time as you give the Notice. The word “equivalent” is not defined. You should get credit for any “prepaid” rent including the remaining days in the current month for which rent has already been paid. (A refundable damage deposit is probably not “equivalent” to rent.) One or more co-tenants remaining in the unit probably allows you to vacate without paying anything. But if the co-tenant(s) can no longer afford to pay the rent and is evicted before “the equivalent of 45 days’ rent” is paid, it is unclear whether the landlord could successfully pursue you. Whether the co-tenant(s) (but not the perpetrator) could pursue you for not paying your share of the rent is also unclear. Make sure you keep a copy of the Notice you give to the owner or manager. If done properly, this Notice will terminate your obligations under the rental agreement but it does not address deposit refunds or damage to the premises.

**Note:** Even if you cannot afford to pay money, you may end up not owing anything. All landlords have a “duty to mitigate damage” when a renter leaves before the end of the lease. That is, the landlord must use his best efforts to re-rent the unit, although if other units are also vacant, your rental unit need not be re-rented first. If your unit is re-rented, your rental obligation ceases. However, future landlords often contact past landlords. Be prepared for the possibility of a negative reference by explaining to a prospective landlord the circumstances of your leaving.

## Necessities

The Domestic Violence Hotline **800-897-5465** can help you find emergency housing, medical care and support for you and your children. Another resource is 211 (Information & Referral).

## Protective Order

Go to the nearest District Court M – F from 8 to 5. You can also get information and fill out court forms at <http://www.utcourts.gov/resources/forms/protectorder/information.html>.

## Divorce/Custody

Contact the Legal Aid Society at 801-328-8849 if you reside within Salt Lake County. Elsewhere in Utah, contact Utah Legal Services. Our information is immediately below.