

# **Utah Legal Services**

Committed to Equal Justice

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## **Domestic Violence Lease Termination**

You have specific tenant rights as a victim of domestic violence. You can get new locks or end your rental contract.

### **How do I get my landlord to change my locks?**

Write a letter to the landlord asking them to change the locks. Keep a copy of the letter. You must also give the landlord

- a copy of the police report or protective order, and
- pay the cost of installing the new lock.

After receiving the letter and documents, the landlord can rekey the lock or change the entire lock.

### **How do I end my lease if I am a victim of domestic violence?**

First, ask your landlord to let you out of your contract without paying anything; many landlords will allow this. You should ask for a simple written release, but it may be okay if you have an email or voice message from the landlord saying you can leave. You could also send a short letter stating your belief that the landlord let you out of your contract at no 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 what is needed under Utah law, you should only pay the lesser amount. It may help to make a note on your check or money order saying "Paid in full for termination of lease."

### **What do I need to use the Domestic Violence Lease Termination Notice?**

You must have either a Protective Order or a police report showing you are the victim of

domestic violence. If the act did not occur in or near your rental unit, you may need to indicate that the abuser 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 can see if the landlord would give you 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.)

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 their best effort 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 bad reference by explaining to a prospective landlord the circumstances of your leaving.

## AVISO DE RESCISIÓN DEL CONTRATO DE ALQUILER POR VÍCTIMA DE VIOLENCIA DOMÉSTICA

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