

**HOUSING PROTECTIONS FOR VICTIMS OF
DOMESTIC AND SEXUAL VIOLENCE AND
STALKING**

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Many victims of domestic or sexual violence and stalking report losing their housing due, at least in part, to the violence in their lives. Several jurisdictions have enacted laws specifically protecting such victims from housing discrimination; permitting victims to terminate leases; and/or permitting victims to have their locks changed. The 2005 reauthorization of the Violence Against Women Act included important protections for victims living in federally-funded public housing, using federally-funded housing vouchers (“Section 8” vouchers), or living in project-based Section 8 housing. Additionally, a victim of domestic violence, sexual assault or stalking who is evicted or otherwise discriminated against in housing may have rights under federal, state, or local fair housing laws.

FEDERAL LAW

VIOLENCE AGAINST WOMEN ACT of 2005: 42 U.S.C. §§ [1437d](#), [1437f](#).

This law protects victims of domestic violence, dating violence, and stalking living in federally-funded public housing, living in project-based Section 8 housing, or receiving assistance in the form of Section 8 vouchers. Public housing authorities (“PHAs”) and private landlords accepting Section 8 vouchers or providing project-based Section 8 housing may not deny admission to housing or voucher assistance to an individual based on his or her status as a victim of domestic violence, dating violence, or stalking. Additionally, individuals cannot be evicted or terminated from assistance based on incidents of actual or threatened domestic violence, dating violence, or stalking, or based on criminal activity directly relating to such violence, unless the PHA or landlord demonstrates that the individual’s continued tenancy would pose an “actual and imminent threat” to other persons on the property. PHAs or landlords may “bifurcate” a lease to evict, or end assistance to, the perpetrator of such violence. The law permits -- but does not require -- a PHA or landlord to request that an individual seeking protection under this law provide documentation of the violence. If requested, the victim must provide certification within fourteen business days; the certification requirement can be satisfied by a police or court record or a statement (that meets certain requirements) by a victim service provider, attorney, or medical professional from whom the individual has sought assistance in addressing the violence. The certification must also name the offender. The PHA or landlord must keep information relating to the certification confidential. A family with a Section 8 voucher may move to another jurisdiction if the family is moving to protect the health or safety of a victim of domestic violence, dating violence, or stalking. PHAs must inform individuals of their rights under VAWA and requires that leases must include this information. State or local laws that provide greater protections to victims supersede these provisions.

STATE AND LOCAL LAWS

ALASKA: [Alaska Stat. § 29.35.125\(a\)](#).

A municipality may impose a fee on the owner of residential property if a member of the police department goes to the property an excessive number of times during a calendar year in response to a call for assistance, a complaint, an emergency, or a potential emergency. However, this fee may not be imposed for responses to calls that involve potential child neglect, potential domestic violence or potential stalking.

ARIZONA: Ariz. Rev. Stat. Ann. §§ [33-1315](#) & [33-1414](#).

A rental lease may not contain a clause whereby a tenant agrees to waive or limit his or her right to summon a peace officer or other emergency assistance in an emergency, and a landlord cannot penalize a tenant if the tenant or other person summons a peace officer or other emergency assistance.

ARIZONA: [Ariz. Rev. Stat. Ann. § 33-1318](#).

A victim of domestic violence may terminate a lease if they provide a written request to the landlord, with a mutually-agreed upon release date in the next thirty days, accompanied by an order of protection or a copy of a written departmental report from a law enforcement agency. The landlord may request the name and address of the perpetrator. The tenant must provide written notice of termination within thirty days of the domestic violence, unless waived by the landlord. The tenant may require the landlord to install a new lock if the tenant pays for the cost. A landlord can refuse the perpetrator of the domestic violence access to the dwelling or a key to the new lock. The lease for co-tenants is also terminated. A tenant who terminates a lease and is charged or convicted of falsely reporting domestic violence is liable to the landlord for treble damages. An emergency order of protection applies to the entire unit in which the tenant-victim has a lease. The perpetrator who provokes the early lease termination, if named in an order of protection or police report, can be civilly liable for all economic losses incurred by the landlord for the lease term.

ARKANSAS: [Ark. Code § 18-16-112](#) [*enter "18-16-112" in the search box and click on enter*].

A landlord is prohibited from terminating, failing to renew, or failing to enter into a tenancy or otherwise retaliating because a tenant or a member of the tenant's household is a victim of domestic abuse, sex crimes, or stalking. The tenant must be identified in a documented incident of domestic violence within the immediately preceding sixty days or sixty days of the lease termination. A landlord or a tenant other than a domestic abuse offender may change the locks on a victim-tenant's residence at their expense and with the landlord's prior consent. If a domestic abuse offender is subject to a court order to stay away from a co-tenant, the offender is permitted to access the residence only to the extent permitted by the order and a landlord may refuse access to an offender unless the offender is permitted access by a court. A landlord may also take legal action against domestic violence offenders, including: terminating the residential tenancy agreement of the offender; evicting the offender whether or not a residential tenancy agreement exists between the offender and the landlord; or obtaining damages against the offender for any unpaid rent or damages caused by a documented act of domestic violence. A tenant may not waive the right to request law enforcement or other emergency assistance in a lease.

CALIFORNIA: [Cal. Health and Safety Code § 34328.1](#).

This law requires public housing agencies to submit a report each year on the first of October that includes data on termination of tenancies of victims of domestic violence in housing authority units and termination of Section 8 vouchers of domestic violence victims. Terminations must be included regardless of whether the termination was based in whole or in part of activity related to the domestic violence, and regardless of whether termination ultimately occurred. The report must also state what steps, if any, were taken by the housing authority prior to the termination to assist the victim.

COLORADO: Col. Rev. Stat. Ann. §§ [13-40-104\(4\)](#) [*click on Colorado Revised Statutes; enter "13-40-104" in the search box and click go; click on 13-40-104*] & [13-40-107.5\(5\)](#) [*enter "13-40-107.5" in the search box and click go; click on 13-40-107.5*].

A landlord is prohibited from evicting a tenant for a "substantial violation" and provides that a tenant shall not be guilty of an unlawful detention of real property if the tenant is a victim of domestic violence and if the domestic violence was the cause of or resulted in the alleged substantial violation or unlawful detention. The domestic violence must have been documented by a police report or a valid civil or emergency protection order. These protections may not be waived by the tenant in a rental lease or other such agreement. They explicitly do not prevent the landlord from taking actions against a tenant or lessee that perpetuated the violence or abuse.

COLORADO: Col. Rev. Stat. Ann. §§ [38-12-401](#) [*enter "38-12-401" in the search box and click go; click on 38-12-401*] & [38-12-402](#) [*enter "38-12-402" in the search box and click go; click on 38-12-402*].

A landlord may not include in rental agreements a provision authorizing the landlord to terminate the agreement or to impose a penalty on a residential tenant for calls they make for peace officer assistance or

other emergency assistance in response to domestic violence. The right to call for police or emergency assistance is non-waivable. A victim of domestic violence may terminate a residential rental or lease agreement and vacate the premises without further obligation due to fear of imminent danger to the victim's self or to the victim's children because of the domestic violence. The tenant must notify the landlord in writing that he or she is a victim of domestic violence and provide the landlord with a police report written within the prior sixty days or a valid protection order. A vacating tenant will be responsible for one month's rent if the landlord experiences and documents damages equal to at least one month's rent as a result of the tenant's early termination of the agreement. The law prohibits the termination of a lease or eviction solely because the tenant is a victim of domestic violence or domestic abuse.

CONNECTICUT: [Conn. Gen. Stat. § 17b-808\(a\)\(2\)](#).

This law provides that a special needs benefit for emergency housing shall be provided to any recipient of temporary family assistance program benefits and the optional state supplementation program who cannot remain in permanent housing because the recipient has left to escape domestic violence.

DELAWARE: 25 Del. Code. [§§ 5141\(6\)](#) [*click on subchapter II*] & [5314\(b\)](#).

This law adds victims of domestic abuse, sexual offenses, and stalking, as well as tenants who have sought relief from domestic violence from any officer, court, service, or agency, to the list of persons permitted to terminate leases early. The victim must provide verification of the violence in the form of an official document, such as a court order, or a statement from a reliable third party professional, including a law enforcement agency or officer; a domestic violence, domestic abuse or sexual assault service provider; or health care provider.

DELAWARE: [25 Del. Code. § 5316](#).

Tenants who are victims of domestic violence, sexual offenses, or stalking are protected from eviction when they seek services relating to their status as a victim (*e.g.* court, police, domestic violence or sexual assault programs).

DISTRICT OF COLUMBIA: D.C. Code §§ [2-1401.01, -02](#); § [2-1402.21\(f\)](#); §§ [42-3505.01, -.07, -.08](#) [*click on "search" and enter the code section in the search box*].

A tenant may defend her eviction in landlord-tenant court if the tenant, or the tenant's child, is a victim of an "intrafamily offense," and the violence is the basis for the eviction. A civil protection order ordering the abuser to vacate the home is a defense to a landlord's action for possession. A court has the discretion not to evict a tenant if the tenant has a copy of a police report written within the preceding sixty days, or has filed for but has not received a temporary or civil protection order ordering the abuser to vacate the home. The law also requires a landlord to release a victim-tenant from a lease upon receiving a written record of the domestic violence from a qualified third party such as a law enforcement officer, health professional, or domestic violence counselor, received within ninety days of the event. The release is effective upon the earlier of fourteen days after the landlord receives the documentation, or until the unit is rented. In addition, upon written request of the tenant who is a victim of an intrafamily offense, the landlord shall change the locks to the tenant's doors within five business days, and pay the cost, which can be reimbursed by the tenant if the landlord provides documentation of the cost within forty-five days. The law also prohibits discrimination against victims of intrafamily offenses, and requires landlords to make reasonable accommodations in restoring or improving security and safety measures. Landlords must permit early termination of the lease, and may not infringe or allow to be waived a tenant's right to call for police or emergency assistance.

ILLINOIS: [765 ILCS 750/1](#).

This law, the "Safe Homes Act," provides an affirmative defense for a tenant who is a victim of domestic violence, sexual assault, or stalking who terminates a lease early against a landlord's action to recover rent for a breach of lease. The act permits a domestic violence victim to terminate a lease early, upon three days'

written notice to the landlord. The act permits a victim of sexual violence to terminate a lease early upon three days' written notice to the landlord and evidence (such as medical, court or police evidence of sexual violence; or a statement from an employee of a victim services or rape crisis organization from which the tenant or a member of the tenant's household sought services) of the violence, if the sexual violence occurred not more than sixty days prior to the written notice. When a tenant with a written lease requests that a landlord change the locks, if the threat is from a person who is not a lessee, notice of the lock change must be accompanied by at least one form of proof, including: medical, court or police evidence of domestic or sexual violence; or a statement from an employee of a victim services, domestic violence, or rape crisis organization from which the tenant or a member of the tenant's household sought services. A tenant with a written lease requesting a change of locks because of a threat of violence from another lessee must also provide an order of protection or a civil no-contact order granting the tenant exclusive possession of the premises. Written notice to a tenant posing a threat is not required if the victim has an order of protection or a no-contact order that grants the victim exclusive possession of the premises. A tenant with an oral lease may request a lock change by written notice if he or she reasonably believes that the tenant or a member of the tenant's household is under a credible imminent threat of domestic or sexual violence. It also provides that a landlord may not disclose to others that tenant exercised rights under the Act. The tenant furnishing evidence to support a claim of domestic or sexual violence against a tenant shall not waive any confidentiality or privilege. A landlord who violates the provisions by disclosing confidential information is liable for damages resulting from the disclosure or \$2,000. This law does not apply to public housing, except the tenant-based Housing Choice Voucher program.

INDIANA: [Ind. Code § 32-31-9\(1\)-\(15\)](#).

Landlords are prohibited from terminating a lease, refusing to renew or enter into a lease, or retaliating against an applicant, tenant, or member of that individual's household solely because the applicant, tenant, or member of that individual's household is a victim or alleged victim of domestic or family violence, sexual violence, or stalking who has a civil order of protection or a criminal no-contact order. A landlord may not refuse to enter into a lease with an applicant or retaliate against a tenant because the individual has terminated a rental agreement because they are a victim of domestic violence. A tenant may have the locks changed at the tenant's cost within forty-eight hours of notifying the landlord of the tenant's status as a protected individual (and upon receipt of a court order if the perpetrator is not a tenant of the same dwelling). If the perpetrator is a tenant of the same dwelling, the tenant may have the locks changed at the tenant's cost within twenty-four hours of notifying the landlord of the tenant's status as a protected individual (and upon receipt of a court order). A tenant who is a protected individual can also request early termination of a lease, upon providing the landlord with (1) thirty days' written notice; (2) a copy of an order of protection or a criminal no-contact order; and (3) if the tenant is a victim of domestic violence or sexual assault, a copy of a safety plan that is dated within thirty days of the written notice, is provided by an accredited domestic violence or sexual assault program, and recommends relocation of the individual.

IOWA: Iowa Code §§ [562A.27A](#) [*enter "562A.27A" in the search box and click submit*] & [562B.25A\(3\)](#) [*enter "562B.25A" in the search box and click submit*].

This law creates an exemption from the statutory provision permitting landlords to terminate the tenancy of tenants who create a "clear and present danger" to others for any tenant who provides written proof that the activities creating the danger were conducted by a person other than the tenant, and the tenant (a) sought a protective order or similar order against the person creating the danger; (b) reported the person creating the danger to a law enforcement agency in an effort to initiate criminal action; or (c) wrote a letter to the person creating the danger telling the person not to return to the premises and warning the person that return to the premises may result in a trespass or other action. If the tenant wrote a letter to the person creating the danger and that person nonetheless returned to the premises, the tenant must undertake (a) or (b) to be covered by this exemption. A landlord seeking to terminate a tenancy on grounds of "clear and present danger" must notify the tenant in writing as to "the specific activity causing the clear and present danger" and inform the tenant in writing of the specific protections described above.

LOUISIANA: [La. Rev. Stat. Ann. § 40:506\(D\)](#).

Local public housing authorities may not terminate the tenancy of a resident based on “domestic abuse, dating violence or family violence” committed against the head of a household, member of household, or a resident. Local public housing authorities may terminate the tenancy of the perpetrator of such violence.

MINNESOTA: [Minn. Stat. § 504B.205](#).

A landlord is prohibited from limiting a tenant’s “right to call for police or emergency assistance in response to domestic abuse” or from imposing a penalty on the tenant for exercising that right. The law may be enforced by a tenant in a civil action against a landlord for the greater of actual damages or \$250, or by the attorney general. A tenant may also raise her or his statutory right to request police or emergency assistance as a defense to an eviction, pursuant to [Minn. Stat. § 504B.285](#), provided that the tenant can show by a “fair preponderance of the evidence” that the eviction or rent increase was in whole or in part “a penalty for the defendant's good faith attempt to secure or enforce” that right.

MINNESOTA: [Minn. Stat. § 504B.206](#).

A tenant who fears imminent domestic abuse against the tenant or the tenant's minor children if the tenant or the tenant's minor children remain in the leased premises may terminate a lease agreement. The tenant must provide to the landlord an order of protection or no-contact order, and advance written notice (via mail, fax, or in person) to the landlord stating that: the tenant fears imminent domestic abuse from a person named in an order of protection or no contact order; the tenant needs to terminate the tenancy; and the specific date the tenancy will terminate. The landlord must keep any information about the domestic violence confidential. The tenant is responsible for the rent payment for the full month in which the tenancy terminates and an additional amount equal to one month's rent. The amount equal to one month's rent must be paid on or before the termination of the tenancy for the tenant to be relieved of the contractual obligations for the remaining term of the lease. A tenant may not waive or be required to waive the rights under this law.

NEW JERSEY: [N.J.S.A. 46:8-9.5 – 9.7](#). [*enter “46:8-9.5” in the search box and submit*]

Victims of domestic violence may terminate a lease upon written notice to the landlord that the tenant or their child faces an imminent threat of serious physical harm from another named person if the tenant remains on the premises. The tenant must also provide a certified copy of a permanent restraining order from either New Jersey or another jurisdiction; a law enforcement agency record documenting the violence or certifying that the tenant or their child is a victim; medical documentation of the violence from a health care provider; certification that the tenant or their child is a victim from a victim services provider; other documentation from a social worker that the tenant or their child is a victim. The lease also terminates for co-tenants, who may be released from financial obligations under the old lease and enter into a new lease with the landlord. Within 15 business days after the termination of the lease, the landlord shall return the terminating tenant’s security deposit.

NEW MEXICO: [N.M. Stat. Ann. § 47-8-33\(f\)](#) [*click on New Mexico Statutes and Court Rules; click on Statutory Chapters; click on Chapter 47; click on Chapter 8; click on 47-8-33*].

This law provides a defense against eviction for a victim of domestic violence if the landlord tries to evict the tenant because the tenant committed or allowed another person to commit a substantial violation of the lease. The law provides that a tenant will not be evicted if she filed for or received a restraining order before or as a result of the incident leading to the eviction notice. It also grants the court discretion in other cases to evict the resident accused of violating the lease while allowing the other tenants to remain.

NEW YORK STATE: [N.Y. Real Prop. Law §§ 227-c](#) [*click on “laws of New York,” enter “227-c” in the search box, then click on the Real Property result*].

A victim of domestic violence with an order of protection may terminate a lease without penalty. On ten days’ notice, the victim who has an order of protection may ask the criminal or family court that issued the

order of protection for an order terminating the lease. The court shall issue such an order only if: (1) there continues to exist a substantial risk of physical or emotional harm to the tenant or the tenant's child if they were to remain in the dwelling; (2) the tenant attempted to obtain the landlord's voluntary consent to the lease termination; and (3) the tenant is acting in good faith. The order shall specify the termination date, which shall be no earlier than thirty days and no later than 150 days after the due date of the next rental payment subsequent to the date such order is served on the landlord. The law requires the provision of notice to any co-tenants of the intent to terminate the lease; gives a co-tenant the opportunity to be heard and express opposition to a lease termination order; allows the court that issued the order of protection to hear the application for a lease termination even if the original proceeding has been closed; and allows the court to sever a co-tenancy on behalf of the holder of the order of protection.

NEW YORK, WESTCHESTER COUNTY: [Westchester County Code §§ 700.02, 700.05, 700.11\(h\)\(2\)](#).

This law prohibits housing discrimination (as well as employment discrimination and public accommodation discrimination) against victims of domestic violence, sexual assault, or stalking in Westchester County. It protects victims from being denied housing, refused a lease, or refused a lease renewal, among other things. To claim protections under the law, an individual must provide the owner, landlord, or other person offering the property with documentation certifying that he or she is a victim of such violence; this requirement can be met by providing a police report; court order; or documentation from a medical professional, domestic violence advocate, clergy member, or counselor from whom the individual has sought assistance from in addressing the violence. Documentation must be kept in the "strictest confidence." Documentation is not required if the owner, landlord, or other relevant person perceives the individual to be a victim of domestic violence, sexual assault, or stalking.

NORTH DAKOTA: [N.D. Century Code § 47-16-17.1](#).

This law allows a victim of domestic violence to terminate a lease with advance written notice to the landlord stating that the tenant fears imminent domestic violence from a person named in a protection order, or an order prohibiting contact. The tenant is responsible for the rent for the month of termination as well as an additional month's rent. A landlord cannot refuse to rent, or in any other way deny housing, or retaliate because the tenant exercised the right to terminate an agreement. A landlord may not disclose information provided to the landlord by a tenant documenting domestic violence.

NORTH CAROLINA: N.C. Gen. Stat. §§[42-40](#), [42-42.2](#) [42-42.3](#) & [42-45.1](#).

This law prohibits discrimination against tenants based on the tenant's (or a household member's) status as a victim of domestic violence, sexual assault, or stalking, provided that the violence has been documented by law enforcement, a court, a federal agency, a domestic violence or sexual assault program, or a religious, medical, or other professional. This law also entitles a tenant who is, or who has a household member who is, a victim of domestic violence, sexual assault, or stalking to terminate a rental agreement upon thirty days' written notice to the landlord. The tenant must also provide a safety plan from a domestic violence or sexual assault agency that recommends relocation and a copy of a valid permanent protection order, a criminal order restraining a person from contact with a tenant, or an address confidentiality program card. Upon termination, the tenant is liable for rent due prorated to the effective date of the termination. The law also entitles tenants who are victims of domestic violence, sexual assault, or stalking to request that the locks to their dwelling units be changed at the tenant's expense; there are documentation requirements that apply only if the perpetrator of the violence is a tenant in the same dwelling unit.

OREGON: Ore. Rev. Stat. §§[90.453](#), [-456](#), [-459](#).

A landlord must release a tenant from a rental agreement upon fourteen days' written notice and verification that the tenant has been the victim of domestic violence, sexual assault, or stalking within ninety days preceding the date of the notice. The notice must specify the release date, and the notice must be accompanied by verification that the tenant has an order of protection or has been the victim of such violence within the ninety days preceding the date of the notice. Verification can take the form of an order of

protection or a no-contact order; a police report; a statement by a law enforcement officer, in the form provided in the statute, that the tenant or a minor member of the tenant's household is a victim of such violence; a copy of a conviction of any person for an act of domestic violence, sexual assault or stalking against the tenant; or a statement by a qualified third party such as a victim services provider, law enforcement officer, attorney or licensed health professional, in the form provided in the statute. A verification statement must be signed by the tenant and the qualified third party, in the form provided in the statute. A landlord must promptly change locks on a tenant's unit at the tenant's expense upon the tenant's request. A tenant is not required to provide verification of the violence to initiate changing of the locks; however, if the perpetrator is a tenant in the same unit, the tenant must provide the landlord with a copy of a court order requiring the perpetrator to move out of the unit. A landlord, upon 24 hours' written notice, may terminate a rental agreement of a perpetrator against a household member, but not terminate the rental agreement of the other tenants. If the perpetrator continues to occupy the premises after the termination date, the landlord may seek a court order to evict the perpetrator from the premises and terminate the tenancy. The perpetrator is jointly liable with any other tenants for rent or damages to the unit incurred after the later of the termination date in the notice, or the date the perpetrator vacates the premises.

The law also prohibits a landlord from terminating or failing to renew a rental agreement of a tenant because the tenant is or has been a victim of domestic violence, sexual assault, or stalking; because of a violation of the lease due to an incident of such violence; because of criminal activity relating to such violence; or because of any police or emergency response related to such violence. The landlord is also prohibited from treating such a tenant differently than other tenants. However, a landlord may terminate the lease of a victim if the landlord has previously given the tenant a written warning regarding the conduct of the perpetrator relating to domestic violence, and the tenant permits or consents to the perpetrator's presence on the premise and the perpetrator is an actual and imminent threat to the safety of other persons; or the perpetrator is an unauthorized occupant and the tenant permits or consents to the perpetrator living in the unit without the landlord's permission. A tenant may bring an action and seek damages specified in the statute for a landlord's violation of the law.

RHODE ISLAND: R.I. Gen. Laws §§ [34-37-1](#), [-2](#), [-2.4](#), [-3](#), [-4](#).

It is illegal, and against public policy, for landlords or mortgage lenders to terminate a lease or otherwise discriminate against a tenant or tenant applicant because he or she, or a member of her or his household, "is or has been, or is threatened with being, the victim of domestic abuse" or "has obtained, or sought, or is seeking" a restraining order. The law allows a landlord to evict any household member who is committing domestic abuse.

TEXAS: [Tex. Prop. Code § 92.015](#).

This law prohibits landlords from (1) interfering with tenants' rights to summon police or other emergency assistance in response to domestic violence, and (2) imposing "monetary or other penalties" on tenants who "summon[] police or emergency assistance." In addition to other remedies provided by law, a tenant may recover from or against a landlord who violates this law a civil penalty equal to one month's rent, actual damages suffered by the tenant as a result of the landlord's violation of this section, injunctive relief, and reasonable attorney's fees incurred by the tenant in seeking enforcement of this section.

TEXAS: [Tex Prop. Code § 92.016](#).

This law, which was amended in May 2009 (effective January 1, 2010), allows a victim of family violence (perpetrated by a third party or a co-tenant or occupant) to terminate a lease early and vacate the dwelling by providing the landlord with a temporary injunction, a temporary ex parte order, or a protective order. A tenant may terminate the lease early, vacate the dwelling and avoid liability beginning on the date after all of the following have occurred: (1) a judge signs a temporary injunction, a temporary ex parte order, or a protective order; (2) the tenant provides the relevant documentation to the landlord; (3) the tenant provides written notice of termination of the lease to the landlord on or before the 30th day before the date the lease

terminates; (4) the 30th day after the date the tenant provided notice expires; and (5) the tenant vacates the dwelling. If the violence is committed by a co-tenant or occupant, the tenant need not provide the written notice. A tenant who is a victim of sexual assault or the parent/guardian of a victim may terminate the lease if the assault takes place during the preceding six-month period on the premises or at any dwelling on the premises. The tenant shall provide a copy of documentation of the assault from a health care service provider, mental health services provider, an authorized individual, or a protective order. A person other than the victim could still be liable for rent. A tenant will be released from all delinquent rent if the lease does not include language specifically setting forth these rights. A tenant is prohibited from waiving the right to terminate a lease, vacate and avoid liability.

UTAH: [Utah Code Ann. § 57-22-5.1.](#)

Victims of domestic violence, stalking, sexual offenses, dating violence, and burglary who live in residential rental units have a right to have their locks changed at their own expense if they provide their landlord with a protective order or police report. The law includes provisions relating to landlord's responsibilities to provide perpetrators of such violence with access to the property.

VERMONT : [Act No. 174](#) (2008).

Among many other things, the law created the Vermont Council on Domestic Violence. The law also created a study committee to study the issue of housing discrimination against victims of domestic and sexual violence, and report its findings, which includes an analysis of policies adopted by other states and recommendations. The [Study Committee Report](#) was issued in January 2009.

VIRGINIA: Va. Code Ann. [§§ 55-225.5, 55-248.18:1 & 55-248.31\(D\).](#)

A tenant who has obtained a judicial order granting the tenant possession of the premises to the exclusion of one or more co-tenants has a right to have their landlord change their locks or install other security devices or to do so themselves; the tenant must compensate the landlord for actual reasonable expenses of removing security devices at the termination of the tenancy. However, this provision does not apply to orders issued ex parte. A lease may not be terminated solely because of an act of domestic violence against the tenant, if the tenant provides written documentation of the abuse and promptly notifies the landlord of the abusers' return to the premises.

WASHINGTON: Wash. Rev. Code Ann. [§§ 59.18.570, 575, 580, 585.](#)

If a tenant gives a landlord written notice that he or she or a household member is a victim of domestic violence, sexual assault, unlawful harassment or stalking, and either (1) has a valid order of protection or (2) has a written record of the incident signed by a law enforcement officer, court employee, clergy member, attorney, social worker, mental health professional, licensed counselor, or advocate at an agency that assists victims, then the tenant may terminate the lease and quit the premises as of the last day of the month in which the agreement is terminated. However, the tenant must make the request to terminate the rental agreement within ninety days of the act giving rise to the protective order or the report. The law indicates the required information that the report to the third party must contain, and also provides a form that the victim can complete in making the report to the third party. Other tenants are not released from the rental agreement. In addition, if a tenant or household member is a victim of sexual assault, stalking or unlawful harassment by a landlord, the tenant may terminate the rental agreement prior to making a copy of a valid order of protection or a written third party report available to the landlord, provided that the tenant must deliver the documentation to the landlord within seven days of vacating the unit, and the written record must not include the name of the perpetrator unless the landlord makes a written request. If a tenant or household member is a victim of sexual assault, stalking or unlawful harassment by a landlord, the tenant may change or add locks at their own expense, and must provide written notice to the landlord and a copy of an order of protection or a written third party record. Section 580 provides that a "landlord may not terminate a tenancy, fail to renew a tenancy, or refuse to enter into a rental agreement based on the tenant's or applicant's or a household member's status as a victim of domestic violence, sexual assault or stalking, or based on the tenant

or applicant having terminated a rental agreement under . . . this act.” Section 585 requires landlords to comply with a tenant’s request to change the locks at the tenant’s expense if the tenant has a court order excluding another tenant from the premises.

WASHINGTON: [Wash. Rev. Code Ann. § 59.18.352](#).

This law allows a tenant to terminate a rental agreement without further obligation if the tenant notifies the landlord that the tenant or a co-tenant was threatened by another tenant with a deadly weapon, the threatening tenant was arrested, and the landlord failed to file an unlawful detainer action against the threatening tenant within seven days of receiving notice of the arrest. The terminating tenant is entitled to a pro rata refund of any unpaid rent.

WASHINGTON: [Wash. Rev. Code Ann. § 59.18.130\(8\)\(b\)\(ii\)](#).

This section of the law, which prohibits all tenants from engaging in activities “imminently hazardous” to the safety of others that entail physical assaults or use of a deadly weapon and that result in arrest, states: “Nothing in this subsection (8) shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon.”

WISCONSIN: [Act 95](#) (2009).

The law prohibits housing discrimination on the basis of a person’s status as a victim of domestic abuse, sexual assault and stalking, which is defined as someone seeking to rent or purchase housing, or of a member or prospective member of the person’s household having been, or believed by the landlord to be, a victim of domestic abuse, sexual assault or stalking. A landlord cannot claim that an individual’s tenancy would pose a direct threat to other tenants’ safety or substantial damage to property based on the tenant’s status as a victim of domestic abuse, sexual assault or stalking. A landlord is also prohibited from requiring that a prospective renter or buyer supply information concerning the person’s status as a victim of domestic abuse, sexual assault or stalking.

WISCONSIN: Wis. Stat. Ann. §§ [66.0627\(7\)](#), [704.16](#).

Section 66.0627(7) prohibits a municipality from enacting or enforcing an ordinance that imposes a fee on the owner or occupant of property for a call requesting law enforcement services or assistance, if that call is related to domestic abuse, sexual assault, or stalking. Pursuant to § 704.16, a tenant may terminate a lease and leave the property if the tenant or the tenant’s child faces an imminent threat of serious physical harm from another person if they remain at the property. The tenant must provide the landlord with notice and with a copy of an injunction order or a criminal complaint. If the tenant does so, the tenant shall not be liable for any rent after the end of the month following the month in which he or she provides the notice or removes from the premises, whichever is later. A landlord may also terminate the lease of a tenant who has committed acts or made threats such that another tenant or their child faces an imminent threat of serious physical harm.

RECENT LEGISLATIVE PROPOSALS ADDRESSING HOUSING RIGHTS OF DOMESTIC AND SEXUAL VIOLENCE AND STALKING VICTIMS

The following legislation has been introduced in the current or prior legislative sessions regarding housing discrimination against, or other protections for, victims of domestic violence. The contents of the bills vary and the status of a particular bill may change very quickly. For more information about each bill, contact the legislative information service at your state legislature, or consult your legislature’s web page.

CALIFORNIA: [S.B. 782](#), 2009-10 Reg. Sess. (Cal. 2009).

This bill would amend existing law to provide tenants or their household members who are victims of domestic violence, stalking or sexual assault with the ability to assert a defense to an action for possession where the notice to quit is substantially based on the violence. The bill would prohibit the eviction of a tenant or household member if they are a victim of such violence. The bill would also authorize a tenant who

is a victim or whose household member is a victim to ask the landlord to evict a tenant who is the perpetrator of such violence. The bill passed the Senate but stalled in an Assembly committee.

FLORIDA: [S.B. 786](#), 2010 Reg. Sess. (Fla. 2009).

This bill would prohibit landlords from refusing to rent to an individual solely because the applicant or a member of their household is a victim of domestic violence, dating violence, repeat violence, or sexual violence, provided the victim provides documentation (in the forms specified in the bill) of the violence. A landlord is also prohibited from refusing to rent to an applicant because they previously terminated a rental agreement due to violence, provided the applicant provides a copy of the court document used as the basis for the previous lease termination. The bill also would allow a tenant or household member who is a victim to terminate the lease early, by providing a written notice of termination and a no-contact or protective order.

FLORIDA: [H.B. 517](#) & [S.B. 596](#), 2009 Reg. Sess. (Fla. 2009).

H.B. 517 would prevent a landlord from terminating, failing to renew, or refusing to enter into a residential lease because the tenant, applicant, family or household member is a victim of domestic or dating violence, repeat violence, or sexual violence. S.B. 596 would prevent a landlord from refusing to enter into a rental agreement because the applicant is a victim of domestic or dating violence, repeat violence, or sexual violence if at the time of application the applicant provides certification from a domestic violence center. The certification shall include a copy of a police report, a no-contact order, or a copy of a final injunction for protection. Both bills would also allow a victim to terminate a lease early upon written notice to the landlord, effective at least 30 days after the landlord receives the notice. The notice must be accompanied by a copy of a permanent order of protection, a law enforcement report, or a no-contact order. Tenancy shall continue for any other tenants on the lease. These bills also require a landlord to change the locks; no documentation is required by H.B. 517, but if the abuser is a tenant in the same unit as the victim, then the victim must provide a copy of the order of protection. S.B. 596 requires a copy of a court order in order to require the landlord to change the locks. The bills died in committee.

HAWAII: H.B. [1497](#), 25th Leg. (Haw. 2009).

This bill would prohibit landlords from terminating, failing to renew, or refusing to enter into a rental agreement based on the tenant's status as a victim of domestic violence. The victim may terminate a lease upon providing the landlord with at least 30 days' written notice and the tenant is responsible for rent until the date of release. The tenancy shall continue for any other tenants on the lease. The tenant may also make a written request to the landlord to change the locks. A landlord may ask for verification of the violence, which must be kept confidential, through a letter or other documentation from a law enforcement agency, a copy of a temporary restraining order, or a signed declaration by a service provider, minister, therapist, or other social service agency. This bill died in the House. A similar bill, [H.B. 2762/S.B. 2208](#), was introduced in a prior session.

HAWAII: [H.B. 812](#), 25th Leg. (Haw. 2009).

This bill would allow a tenant to terminate a rental agreement by certified mail to the landlord stating that the tenant or household member was the victim of an act of abuse of a family or household member. The mailing should include a copy of a temporary restraining order or an affidavit by prosecuting attorney. The rental agreement shall terminate 15 days after notification, and tenant may vacate within this period. This bill passed the House, and stalled in the Senate.

INDIANA: [H.B. 1624](#), 2009 Reg. Sess. (Ind. 2009).

This bill would allow a tenant, who is a victim of domestic violence or sexual assault, to terminate a rental agreement by written notice at least 30 days before the termination date stated in the notice. The notification must include a civil order of protection, a criminal no contact order, or a certified copy of the probable cause affidavit that was provided to the law enforcement agency. The notification must also include a safety plan dated no more than 30 days before the date of the notification. The plan must be provided by an accredited

domestic violence or sexual assault program and must recommend the relocation of the individual. The tenant is liable for rent prorated to the effective date of the termination. The bill died in committee.

IOWA: [H.F. 2349](#), 81st Gen. Ass. (Iowa 2006).

This proposed bill would prohibit a landlord from retaliating against a tenant of a dwelling unit or a mobile home space by terminating a rental agreement, raising rent, or decreasing services after a tenant has received police or emergency assistance in response to a domestic violence situation. This bill died in committee; similar bills introduced in 2005, [S.F. 208](#), [H.F. 361](#), [H.F. 444](#), and [H.F. 554](#), did not pass.

IOWA: [S.F. 2321](#), 81st Gen. Ass. (Iowa 2006).

This bill would add an exemption to open records laws for the addresses of recipients of housing assistance who have applied for or have been granted restraining orders to protect themselves or members of their households. This bill passed the Senate, but died in the House.

KANSAS: [H.B. 2864](#), 80th Leg. (Kan. 2004).

This bill would exempt domestic violence victims from a provision of Kansas landlord-tenant law prohibiting a tenant from terminating a lease because of a condition caused by the tenant or a person or animal on the premises with the tenant's consent. It would also allow a tenant who is a victim of domestic violence to terminate a month-to-month tenancy "upon written notice to the landlord." This bill died in a House committee.

LOUISIANA: [H.B. 837](#), 2008 Reg. Sess. (La. 2008).

This bill would allow a tenant who receives a protective order or injunction against a co-lessee or spouse to immediately terminate the lease without any further obligation upon presentation of the order or injunction to the landlord. This bill died in the House.

MASSACHUSETTS: [S.B. 627](#) & [H.B. 1747](#), 186th Gen. Ct. (Mass. 2009).

SB 627 prohibits an owner from terminating, failing to renew, or refusing to enter into a rental agreement because the tenant or a member of his or her household is a victim of domestic violence, rape, sexual assault or stalking; because the tenant has given temporary shelter to such a victim; or because the tenant has terminated or has a history of having terminated a rental agreement because he/she is a victim. A tenant or household member who is a victim of the above crimes may terminate the lease by notifying the landlord in writing and providing a copy of the order of protection, police report or verification of consultation with a qualified third party. The request to terminate must occur within six months of the most recent events giving rise to the order, police report or consultation. The bill also provides for lock changes. HB 1747 contains similar provisions, but also prohibits an owner from retaliating against a tenant for having reported an assault to the police.

MASSACHUSETTS: [H.B. 1242](#), 186th Gen. Ct. (Mass. 2009).

This bill would allow housing preference to be given to victims of domestic violence, dating violence, or stalking who have been displaced or are at risk of harm or displacement as a result of such violence. This housing is assisted units in affordable housing developments targeted at persons of extremely low, very low, and low incomes, where the subsidy is provided to ensure that such tenants do not pay more than forty percent of income for rent. This bill also prohibits a victim of domestic violence, dating violence, stalking or sexual assault from being denied admission to or priority for housing because of that status and screening must be done in a manner which protects such victims from safety risks.

MICHIGAN: [S.B. 185](#), 95th Leg., Reg. Sess. (Mich. 2009).

This bill would permit a tenant who is a victim of domestic assault to terminate a lease upon submission of written notice. Written notice shall include a statement that the tenant has a reasonable apprehension of present danger from domestic violence, sexual assault, or stalking by providing a personal protection order,

valid probation order or a written police report that has resulted in the filing of charges. The tenant is released from the lease no later than the first day of the second month that rent is due after the notice is given. All other tenants remain subject to the lease. This bill died in the Senate. A similar bill, [S.B. 808](#), was introduced in 2005.

MISSISSIPPI: [S.B. 3035](#), 122d Leg. Sess. (Miss. 2007).

This bill would amend Mississippi's crime victim compensation law so that "necessary expenses" include property damage repair; replacement costs for windows, doors, locks or other security devices of a residential dwelling; and temporary housing and relocation assistance for victims of domestic violence in "imminent danger." Following Senate passage of the bill, the House passed an amended version, but the differences were not reconciled in conference and the bill died in March 2007.

NEW HAMPSHIRE: [S.B. 431](#), 160th Sess. Gen. Ct. (N.H. 2010).

This bill would prohibit landlords from terminating a tenancy, failing to renew a tenancy or refusing to enter into a rental agreement based on the applicant, tenant, or household member being a member of domestic violence, sexual assault, or stalking. The individual must have a valid order of protection, or initiate legal action to obtain a protection, reports the violence to law enforcement, or provides written verification from a third party about the violence. A tenant who has an order of protection granting the exclusion of a tenant or household member may request a lock change at their own expense.

NEW HAMPSHIRE: [H.B. 1565](#), 159th Sess. Gen. Ct. (N.H. 2006).

This bill would create a defense to eviction if a tenant has filed for or obtained a restraining order as a result of the incident that is the basis for termination. The tenant also has a defense if the tenant has a restraining order and the incident leading to the eviction was a violation of that restraining order. The bill would explicitly provide courts discretion to evict the tenant accused of the violation. The bill was passed by the House in 2006 but died in the Senate.

NEW YORK CITY: Intro. 149 (N. Y. C. Council 2006).

This proposed local law would prohibit housing discrimination against victims of domestic violence, sex offenses or stalking. Such discrimination includes taking adverse actions against an individual "based solely upon the actions of a person who has perpetrated acts or threats of violence against the individual." It would also require that landlords permit victims of domestic violence, sex offenses or stalking to terminate a lease early. This bill died in committee in 2006.

NEW JERSEY: [A.B. 4366](#), 2008-2009 Reg. Sess. (N.J. 2010).

This bill would prohibit a landlord from terminating or failing to renew a tenancy, or refusing to enter into a rental agreement with an individual based on the tenant, applicant or household member's status as a victim of domestic violence, sexual assault, or stalking, or based on their having terminated a rental agreement based on the violence. The individual must present documentation in the form of a restraining order, a law enforcement agency record, medical documentation, or certification from a domestic violence agency or a social worker. A landlord also may not remove a tenant from a rental property based on their status as a victim. This bill passed Assembly in January 2010 and is pending in the Senate.

NEW YORK STATE: [A. 9020/S. 5999/S. 55307](#), [A. 1055/S.4460](#), [S. 936](#), 2009-10 Reg. Sess. (N.Y. 2009-10).

These bills, which differ slightly, would amend the state's human rights law to prohibit housing discrimination against victims of domestic violence. S. 936 would also protect victims who are or are perceived to be victims of domestic violence or stalking. A. 9020/S. 5999/S. 55307 would ensure that owners or landlords have the right to make an inquiry or obtain information about an individual's domestic violence victim status solely for the purposes of providing or preserving residency in any public or private housing for the victim; providing any other assistance to a victim to help them obtain or retain housing; or responding to an inquiry or request

by an applicant or tenant who is a victim. A. 1055 and 9020 were passed by the Assembly in 2009 but died in the Senate.

NEW YORK STATE: [A.B. 2365/S.B. 3317](#), 2009-10 Reg. Sess. (N.Y. 2009-10).

This bill would amend New York City laws so that for purposes of determining primary residency, a tenant who is a victim of domestic violence who has been forced to leave the unit because of such violence, and who asserts an intent to return to the housing accommodation, shall be deemed to be occupying the unit as his or her primary residence. A landlord may not commence a proceeding to recover possession of the housing, on the grounds that it is not the tenant's primary residence, unless the landlord gives thirty days' notice to the tenant first. This bill died in the Assembly and Senate in 2009. A similar version was introduced in 2007 as A.B. 7099/S.B. 3708.

NEW YORK STATE: A.B. 3149, 2007 Reg. Sess. (N.Y. 2007).

This bill would authorize the state crime victims board to award victims of domestic violence money to reimburse expenses for relocation and for installing or increasing emergency residential security measures (including home security devices and replacing or increasing the number of locks). Board members would be authorized to make emergency awards, pending a final decision, of up to \$2000 for relocation expenses and up to \$1000 for residential security costs. The bill died in the Assembly.

OHIO: [H.B. 167](#), 128th Gen. Ass., Reg. Sess. (Ohio 2009).

The bill would prevent a victim of domestic violence or stalking from being charged for any assistance provided by law enforcement. A tenant may terminate a lease or have their name removed from the lease as a cotenant if that tenant, or a household member of that tenant, is a victim of domestic violence. The tenant must notify the landlord in writing that the tenant or household member is a victim of domestic violence and provide any of the following documentation: a civil protection order; a no-contact or temporary protective order; medical documentation; or a sworn, notarized statement provided by a counselor, social worker, victim advocate, health care provider, or other professional who has assisted the tenant with the violence. Notice must be given within 90 days after the incident of domestic violence. In response to a request to terminate a lease or remove the tenant's name from a rental agreement, a landlord may offer the tenant an opportunity to rent another unit at the location that is sufficiently distant from the tenant's current unit. A landlord is prohibited from terminating a tenancy because of the status of a tenant or household member as a victim of domestic violence or stalking, because the tenant or a household member requested emergency services as such a victim, or because the tenant previously terminated a rental agreement because of the violence. A landlord of a tenant who is a victim of domestic violence or stalking shall change the lock to the dwelling unit where the tenant resides upon receipt of a written request from the tenant. A victim of domestic violence or stalking who is a tenant in a unit owned or operated by a metropolitan housing authority may request that the housing authority transfer the tenant to another location pursuant to the procedure described in the bill.

PENNSYLVANIA: [H.B. 1599](#), 2009 Sess. (Pa. 2009).

This bill provides that within 30 days after a judgment arising out of a residential lease involving a domestic violence victim, either party may appeal, and if a victim of domestic violence appeals, that appeal may serve as a supersedeas if the tenant pays any rent that has accrued during the court proceeding within ten days of its becoming due. This bill died in committee. A previous version, [H.B. 1396](#), was introduced in 2005.

RHODE ISLAND: [S.B. 129](#), Gen. Ass. (R.I. 2009).

This bill would declare it to be against public policy to discriminate in housing against persons who are recipients of government assistance, including victims of domestic abuse. This bill would recognize as a civil right, the right to equal housing opportunities regardless of status as a victim of domestic abuse, or as someone seeking relief in the form of a restraining order for protection from domestic abuse. This bill died in the Senate.

RHODE ISLAND: [S.B. 5322](#), Gen. Ass. (R.I. 2009).

This bill would allow a victim of domestic violence to retain a right of possession to housing, even if the head of the household is convicted of domestic violence. A criminal conviction of domestic violence would also be required to for a landlord to evict the head of a household comprised of one or more minor children. The bill died in Committee.

SOUTH CAROLINA: [S.B. 243](#), 118th Leg. Sess. (S.C. 2009).

The bill would add a new section to the property code such that although landlords would be allowed to eject tenants, they would not be allowed to apply for an ejectment based substantially on the status of the tenant, a member of the tenant's household, or a guest as a victim of domestic violence, sexual assault, or stalking. Evidence of domestic violence, sexual assault, or stalking may include any of the following: (1) law enforcement, court, or federal agency records or files; (2) documentation from a domestic violence or sexual assault program; or (3) documentation from a religious, medical, or other professional. The bill died in the Senate.

TENNESSEE: [H.B. 323/S.B. 902](#), 106th Gen. Ass. (Tenn. 2009).

This bill would allow a tenant who is a victim of domestic violence, sexual assault or stalking to terminate the rental agreement by providing an ex parte order, order of protection, a report from a law enforcement agency, a report from a family violence or child abuse prevention agency, or a medical report dated no more than 60 days prior to the tenant's notice to landlord. The tenant shall vacate within 30 days of the notice. Other tenants who are parties to the rental agreement remain on the lease. This bill died in both the House and Senate.

TEXAS: [H.B. 1226](#), 81st Leg., Reg. Sess. (Tex. 2009).

HB 1226 would allow victims of certain criminal offenses and family violence to terminate a lease early after vacating the dwelling and providing the landlord with a copy of a temporary injunction or a protective order. The bill died in committee.

UTAH: [H.B. 194](#), 56th Leg. (Utah 2005).

The bill would allow a tenant who is a domestic violence victim and who provides documentation of the violence to require the owner to exclude the perpetrator of the violence from the victim's unit (if the perpetrator is not a renter). If the perpetrator is a renter but ends his or her tenancy or is evicted, it would allow a victim to require an owner to exclude the perpetrator from common areas of the property. It would also allow a victim to void the rental agreement upon fourteen days written notice and documentation of the violence. The act would explicitly authorize landlords to evict perpetrators of domestic violence. The bill died in 2005.

This state law guide, with links to cited laws and bills, is available on the Legal Momentum website at <http://www.legalmomentum.org/our-work/domestic-violence/state-law-guides.html>.

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