

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 (and save) 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.”

If the above methods do not work, then use the Domestic Violence Lease Termination notice at the bottom of this webpage. ***NOTE: If an eviction notice***

has already been served, giving the DV Lease Termination notice will have no effect.

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

If you have not yet vacated, you must leave within 15 days after giving the Notice. You must have either a court order (like a Protective Order or Stalking Injunction) or a police report showing you are the victim of domestic violence (and not the “predominant aggressor”). Attach a copy of the court order or police report to the Notice. 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 a termination fee that is “the equivalent of one (1) month’s rent” to the landlord. You must pay this amount either when you give this Notice or when you leave. (A refundable damage deposit is probably not “equivalent” to rent.) You must also pay for any days you stay after giving the Notice unless the rent for that period of time has already been paid.

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.

A brief video that discusses part of the Domestic Violence Lease Termination can be found at <https://www.abc4.com/video/domestic-violence-awareness-month-what-is-available-for-survivors/9079102/>

Last updated on October 31, 2023.

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