



State Law Guide

HOUSING PROTECTIONS FOR VICTIMS OF DOMESTIC AND SEXUAL VIOLENCE

395 Hudson Street New York, NY 10014-3684 t: 212.925.6635 f: 212.226.1066 www.legalmomentum.org

Many domestic violence victims report losing their housing due, at least in part, to the violence in their lives. Several jurisdictions have enacted laws specifically indicating that domestic violence victims are protected from housing discrimination. An increasing number of other states and localities have passed laws that prohibit housing discrimination against, or provide some protections for, domestic violence victims in certain circumstances; that permit victims to terminate leases; and/or that permit victims to have their locks changed. Some of these laws specifically refer to victims of sexual assault and stalking as well. The 2005 and 2013 reauthorizations of the Violence Against Women Act include important protections for victims living in all federally subsidized housing programs. 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: 42 U.S.C. §§ 1437f, [14043e-11](#).

This law protects victims of domestic violence, dating violence, sexual assault, and stalking living in federally subsidized housing programs. It states that public housing authorities (“PHAs”), private landlords accepting Section 8 vouchers or providing project-based Section 8 housing, and all others operating federally subsidized housing programs 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, sexual assault, or stalking. Additionally, it makes clear that individuals cannot be evicted or terminated from assistance based on incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, or based on criminal activity directly relating to such violence, unless the operator demonstrates that the individual’s continued tenancy would pose an “actual and imminent threat” to other persons on the property. The law explicitly permits operators to “bifurcate a lease” to evict, or end assistance to, the perpetrator of such violence. The law permits -- but does not require -- an operator 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 form developed by the agency operating the housing and which names the offender if it is known and safe to provide; a police or court record; 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; or, at the discretion of the agency, a statement or evidence provided by the victim. . The operator must keep information relating to the certification confidential. The law also clarifies that 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. All agencies operating covered housing must develop safe procedures for confidential emergency transfers. The law requires operators to inform individuals of their rights under VAWA. The law also explicitly provides that 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](#), and [33-1318](#).

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. A domestic violence victim may terminate a lease by providing written notice and either a protective order or a police report to the landlord within 30 days of the incident documented therein, unless the landlord waives that period. A tenant who is a victim of domestic violence may also require that the landlord change the locks at the victim's expense. The tenant's security deposit, if any, may not be withheld solely because of the early termination, but may be withheld for payment of damages.

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

This law permits a tenant who is a victim of domestic violence to terminate a lease if the tenant provides 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 residential rental property 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](#) [*click on Title 18; click on Chapter 16; click on subchapter 1; click on section 112*].

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 victim, 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: [Ca. Civil Code § 1946.7](#) [*click on Civil Code; click on Division 3; click on Title 5, chapter 2; scroll down to § 1946.7.*]

Amends Section 1946.7 of the California Civil Code and allows a tenant to notify a landlord that “he or she or a household member” was a victim of domestic violence, sexual assault, abuse of an elder or a dependent adult, or stalking and intends to terminate a lease early. A tenant’s notice of intended lease termination must be in writing and include a copy of a temporary restraining order, emergency protective order, or a copy of a written report by a peace officer stating that a report alleging domestic violence, sexual assault or stalking has been filed. Notice must be provided to the landlord within 180 days of the applicable order or written report. Upon proper notice, a tenant shall be required to pay rent for 30 days subsequent to notice and thereafter shall be released from further rental obligation under the applicable rental agreement.

CALIFORNIA: [Cal. Code of Civ. Proc. § 1161.3](#) [*click on Code of Civil Procedure; click on Part 3; click on Title 3, chapter 4; scroll down to § 1161.3*]

A landlord is prohibited from terminating or failing to renew a lease on the basis of domestic violence, sexual assault, stalking, or abuse of an elder or a dependent adult who is a member of the household, so long as the abuse is documented through either a restraining order or a police report, and the abuser is not a tenant in the same unit. However, a landlord may terminate or refuse to renew a lease if the landlord gives three days’ written notice, and either the tenant has permitted the abuser to visit the property, or the landlord believes that the abuser poses a physical threat to other tenants “or to a tenant's right to quiet possession pursuant to Section 1927 of the Civil Code.”

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\(4\)](#) [*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 may evict a tenant for a “substantial violation” of the law or for creating a dangerous situation, but not evict a victim of domestic violence or abuse. 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 made by the residential tenant 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.

CONNECTICUT: [Conn. Gen. Stat. § 47a-11e](#).

A tenant who enters into a rental agreement on or after January 1, 2011 may terminate a lease with thirty days' notice to the landlord, accompanied by a police or court record or a signed written statement from an employee of the Office of Victim Services within the Judicial Department or the Office of Victim Advocate, if the tenant is reasonably in fear of imminent harm due to family violence. The notice should consist of a sworn statement from the tenant and either a court or police record that is less than ninety days old, or "a signed written statement from an employee of the Office of Victim Services within the Judicial Department or the Office of Victim Advocate detailing an act of family violence against the tenant or the tenant's dependent that is dated not more than thirty days prior to the date of the tenant's notice." (See below for changes that may become effective October 1, 2013 if the governor signs a bill sent to him on June 11, 2013.)

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 or domestic abuse 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, increases in rent, or decreases in services when they seek services relating to their status as a victim (*e.g.* court, police, medical emergency, domestic violence or sexual assault programs). If the victim can demonstrate that a landlord instituted such an action within 90 days of an incident of violence or assault, the law creates a presumption (rebuttable through several means) that the landlord's actions were a violation. However, "[a] tenant who is otherwise delinquent in the payment of rent may not take advantage of the protection provided in this section."

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 either an order of protection or 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 shall 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: [735 ILCS 5/9-106.2](#).

This law provides for an affirmative defense in a possession action when the action is based solely on a tenant's domestic violence victim status, an actual or threatened incident of domestic violence, criminal activity related to domestic violence, a demand for possession where the tenant victim did not "knowingly consent to the barred person entering the premises" or where a valid court order allowed the barred person to enter. Documentation including "medical, court or police records documenting the violence or a statement from an employee of a victim service organization or medical professional," must be provided when asserting this defense.

ILLINOIS: [765 ILCS 750/1-750/35](#).

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, if the court finds by a preponderance of the evidence that "the tenant or a member of tenant's household was under a credible imminent threat of domestic or sexual violence at the premises" and that the victim provided written notice to the landlord prior to or within three days of vacating that the threat of violence was the reason therefor. The act also provides a victim of sexual violence an affirmative defense to terminating a lease early if the court finds by a preponderance of the evidence that the violence occurred at the premises in question and was the reason the victim vacated, and that the victim notified the landlord in writing prior to or within three days of vacating of the reason therefor, provided the date of the sexual violence, and provided 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 via a written notice from all lessees 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 co-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 from all lessees 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. An oral lessee's request for a lock change must be accompanied by an order of protection or a civil no-contact order granting the tenant exclusive possession of the premises. This law does not apply to public housing, except the tenant-based Housing Choice Voucher program.

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

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. The law only applies to rental leases entered into or renewed after June 30, 2007.

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 conducts further activities causing a clear and present danger, 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.

MAINE: [30-A M.R.S. § 4706](#).

This law, which relates to public records and the Maine Housing Authority, provides that records are deemed confidential, which provide the "address of a shelter or other living accommodation for victims of domestic violence."

MARYLAND: [Md. Code, Real Prop. §§ 8-5A-01 through 8-5A-06](#) [*enter "Real Property" under "article" and the section number under "section"*].

A tenant who is the victim of domestic violence or sexual assault may terminate a lease with responsibility for rent only for the next thirty days if he or she provides the proper written notice to the landlord and includes a copy of a protective order or peace order. In eviction cases where domestic violence or sexual assault is the reason for the eviction, the tenant may raise a "rebuttable presumption that the alleged breach of the lease does not warrant an eviction" by providing a protective or peace order, although provision of such an order is not required for a victim to prevail. If a protective or peace order requires "requires the respondent to refrain from entering or to vacate the residence of the tenant or legal occupant," the landlord must change the locks by the end of the business day following the tenant's written request, accompanied by the order.

MASSACHUSETTS: [Mass. Gen. Laws ch. 186 §§ 23-29](#).

Allows a tenant or co-tenant to terminate a rental agreement and "quit the premises" upon written notice to an owner or if a member of a tenant's household is reasonably in fear of imminent serious physical harm from domestic violence, rape, sexual assault or stalking, or has experienced the same within the last three months. The tenant is liable for rent for 30 days after the notice. An owner may request proof relating to the

notice, including the name of the perpetrator, a copy of an order of protection, a record from a federal, state or local court or police, or a written verification from a qualified third party. An owner is prohibited from terminating a tenancy based on a tenant or co-tenant's status as a victim of domestic violence. A tenant or co-tenant may request a lock change from the owner on the same terms as described for termination above. These provisions cannot be waived in a lease.

MICHIGAN: Mich. Comp. Laws §§ [554.601b](#) and [600.5714\(e\)](#).

“A tenant who has a reasonable apprehension of present danger to the tenant or his or her child from domestic violence, sexual assault, or stalking while that person is a tenant” may terminate the lease upon written notification by certified mail to the landlord, supported by a protective order, probation order, conditional release order, parole order, a police report that has resulted in criminal charges within the last 14 days, a police report that has resulted in criminal charges more than 14 days accompanied by a statement from a qualified third party that there is still a threat of present danger, or a statement from a qualified third party in the form described in the statute. “[T]he tenant is released from an obligation to pay rent no later than the first day of the second month that rent is due after notice is given,” but the landlord need not return any prepaid rent. A landlord will ordinarily be entitled to recover possession of the premises by summary proceedings when a tenant has caused or threatened physical injury to an individual on the landlord's property and the appropriate police have been called, but this does not apply when the individual who was physically injured or threatened is the tenant or a member of the tenant's household or when application would result in a violation of federal housing regulations.

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.

MISSISSIPPI: [Miss. Code Ann. § 99-41-5](#) [*enter “99-41-5” in the search box and click submit*].

This bill, which was signed into law by the Governor on May 1, 2012, amends the Mississippi Crime Victim's Compensation Act to provide that “necessary expenses” covered under the Act include “temporary housing and relocation assistance for victims of domestic violence in imminent danger” and “replacement costs for windows, doors, locks or other security devices of a residential dwelling.”

NEVADA: [A.B. 284](#), 77th Reg. Sess. (Nev. 2013).

A tenant who is a victim of domestic violence may terminate a lease, effective at the end of the current rental period or 30 days after the notice is provided to the landlord, whichever occurs sooner, by providing the landlord written notice supported by an order of protection, police report, or affidavit from a qualified third party (a physical or mental health care provider, domestic violence advocate, or clergy person). A tenant may also request new locks at the tenant's expense by providing the same notice. Landlords may not discriminate against current or potential tenants who are domestic violence victims or have utilized these protections. This law passed on June 1, 2013 and will be codified at chapter 301 in the Nevada Revised Statutes.

NEW HAMPSHIRE: [N.H.R.S.A. 540:2](#).

Provides that a lessor or owner of residential property may not terminate a lease based on a tenant or household member's having been a victim of domestic violence, sexual assault or stalking, as long as the tenant or household member provides written verification to the lessor or owner that a valid protective order against the perpetrator was obtained. A lessor or owner who receives a copy of a protective order granting possession to a tenant or household member to the exclusion of another tenant or household member must comply with a lock change request. Upon final judgment pursuant to a possessory action, a lessor or owner shall have the right to bar the tenant or household member accused of violence from the property. Single-family houses acquired by banks through foreclosure, rental units in owner occupied buildings with four units or less, and single family houses, if the owner does not own more than three single family houses at one time are excluded from the provisions of this section.

NEW JERSEY: [N.J. Stat. § 46:8-9.6](#) through § 46:8-9.12; § [46:8-21.1](#).

Allows a tenant to terminate a non-seasonal lease upon provision of "written notice that the tenant or a child of the tenant faces an imminent threat of serious physical harm if the tenant remains on the leased premises" and documentation of the violence via one of the following: a certified copy of a permanent restraining order from a New Jersey court or a court of another jurisdiction, a "law enforcement agency record," medical documentation of domestic violence by a health care provider, a certification from a "certified Domestic Violence Specialist," or documents from a licensed social worker relating to the domestic violence. The lease terminates thirty days after such notice is provided, and any co-tenants' leases also terminate on that day. Landlords shall keep confidential information learned through this process. The landlord should return any advance rent and unused security deposit, plus the interest earned thereon, to the tenant within fifteen days after the lease terminates.

NEW MEXICO: [N.M. Stat. Ann. § 47-8-33\(j\)](#) [*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](#).

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 STATE: Emergency Tenant Protection Act § 5(4)(11).

Under New York State laws 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.

NEW YORK CITY: N.Y.C. Admin. Code §§ [26-403\(e\)\(2\)\(i\)\(10\)](#), [26-504\(a\)\(1\)\(f\)](#).

Under New York City laws 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.

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. This provision does not apply to owner-occupied buildings with accommodations for fewer than four families, or rooms rented from owner-occupied homes.

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

This law 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 copy of a civil protection order made on notice, a criminal order restraining a person from contact with a tenant, or an address confidentiality program card, and if the tenant claims domestic violence or sexual assault, the tenant must provide a safety plan from a domestic violence or sexual assault agency that recommends relocation. Upon termination, the tenant is liable for rent due prorated to the effective date of the termination. 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, or the tenant's status as someone who has terminated a prior lease on the basis 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. 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.

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

Allows a tenant who is a victim of domestic violence or “fears imminent domestic violence” if the tenant remain in the leased premises to terminate a residential lease. A tenant must provide advance written notice to the landlord stating the date that the tenancy will terminate, as well as a statement that the tenant fears imminent domestic violence by a person named in a protection order or an order prohibiting contact. The tenant must deliver the notice to the landlord prior to the date of termination stated in the notice, along with the protection order or order prohibiting contact. This information must be kept confidential. With proper notice, a tenant is relieved from further contractual obligation after paying rent for the month the tenancy terminates, and an additional amount equal to one month’s rent. If the victim is the only tenant, the security deposit shall be returned upon the first day of the month following the date the tenant vacates the premises. A person may not discriminate against a tenant for having exercised the right to terminate a lease, and “[i]n an action for a violation of this section, the court may award statutory damages of one thousand dollars. The court also may award actual damages, reasonable attorney’s fees, costs, and disbursements.”

OREGON: Ore. Rev. Stat. [§§ 90.445 through 90.459, 105.128.](#)

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 premises 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. Finally, “[i] f the defendant raises a defense under ORS 90.449 based upon the defendant’s status as a victim of domestic violence, sexual assault or stalking and the perpetrator is a tenant of the dwelling unit, the court may issue an order terminating the tenancy of the perpetrator and ordering the

perpetrator to vacate the dwelling unit without terminating the tenancy of the other tenants and without awarding possession to the plaintiff,” and may grant judgment against the perpetrator.

PENNSYLVANIA: [68 P.S. § 250.513](#).

This law provides that if a victim of domestic violence appeals an action for the possession of real property for rent due, she has thirty days from the date of the trial decision to do so. The appeal will stay enforcement of the trial court judgment, provided that the tenant pays any rent in cash that has accrued during the court proceeding within ten days of its becoming due.

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 refuse a lease, 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. No one renting or selling an accommodation may inquire about a renter’s victim status or indicate a preference about status in its advertising. 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.” Any clause in a lease purporting to do so is void. 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, court costs, and reasonable attorney’s fees incurred by the tenant in seeking enforcement of this section.

TEXAS: [Tex. Prop. Code §§ 92.016](#), 92.0161.

These laws grant victims of domestic violence and victims or parents of victims of certain sex offenses the right to terminate a lease before the end of the lease term and avoid liability for future rent or other sums due under the lease if the victim obtains and provides the landlord with written notice and certain documentation. Domestic violence victims must provide a temporary or permanent protective order; sexual assault victims must provide a notice from a licensed health care services provider, licensed mental health services provider, a sexual assault services advocate, or a protective order. Written notice to the landlord is also required if the perpetrator is not a co-tenant or occupant of the same dwelling; the termination becomes effective thirty days after the tenant provides the notice and the supporting documents. The law also provides explicitly that neither landlord nor tenant can waive this right. A tenant will be released from all delinquent rent if the lease does not include language specifically setting forth these rights. (Please note that as of early June 2013 an amendment adding stalking to section 92.0161 had been passed by the Texas Legislature and was waiting for the governor’s signature.)

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. Notwithstanding any rental agreement, the landlord shall not provide a copy of the key to the perpetrator. A renter who is a victim of the crimes listed above may also terminate her lease if s/he is in compliance with all provisions of his/her lease, provides the landlord with written notice and a copy of a protective order or police report, and pays rent for the next 45 days.

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 abuser's return to the premises.

VIRGINIA: Va. Code Ann. §§ [55-225.16](#) & [55-248.21:2](#).

This bill was approved in March 2013 and permits a tenant who is a victim of domestic violence, sexual abuse, or criminal sexual assault to terminate a rental agreement where the victim gives written notice supported by a protective order or a court order indicating the assailant has been convicted. The lease shall terminate on a day not 30 days later than the day the next rental payment is due.

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

Under section 575, “[i]f a tenant notifies the landlord in writing 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, health professional, mental health professional, licensed counselor, or advocate at an agency that assists victims of domestic violence, sexual assault, or stalking, then the tenant “may terminate the rental agreement and quit the premises without further obligation under the rental agreement” as of the last day of the month in which the agreement is terminated, provided that the tenant requests 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. This section also provides for changing locks or terminating the lease if the landlord is the abuser. 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. Additionally, effective January 1, 2014, “[a] tenant screening service provider may not disclose (a) a tenant's, applicant's, or household member's status as a victim of domestic violence, sexual assault, or stalking, or (b) that a tenant or applicant has previously terminated a rental agreement under RCW 10 59.18.575.” 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 prepaid 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: [Wis. Stat. Ann. § 106.50\(5m\)\(d\)](#).

This law outlaws discrimination in housing on the grounds of one’s status as a victim of domestic abuse, sexual assault, or stalking. Although housing need not be made available to those who pose a threat to the safety of others, “[n]o claim that an individual’s tenancy would constitute a direct threat to the safety of other persons or would result in substantial damage to property may be based on the fact that a tenant has or may be the victim of domestic abuse, sexual assault, or stalking.” A tenant has a defense to an eviction action if “the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking” either “by a person who was not the invited guest of the tenant,” or if the tenant has sought an injunction barring the abuser from the premises, or if the tenant provided “a written statement to the landlord indicating that the person will no longer be an invited guest of the tenant and has not subsequently invited the person to be a guest of the tenant.”

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, a condition of release, 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.

WYOMING: [Wyo. Stat. § 1-21-1303](#)

This law gives an affirmative defense in a breach of lease action where a tenant or a member of the tenant’s household is under a “credible imminent threat” of domestic abuse or sexual violence, or has actually experienced such abuse or violence. A tenant will not be liable for rent for the period after which the tenant vacates the premises, provided that a tenant provides seven days’ written notice to the landlord along with medical, court or police evidence related to domestic abuse or sexual violence or the threat thereof. In cases where the tenant vacates because of abuse that has already occurred, the incident must not have occurred more than sixty days prior to providing notice in the case of domestic abuse, or as soon thereafter as practicable due to circumstances related to domestic abuse. This law further provides that a landlord may not terminate a tenancy based on a tenant’s, applicant’s or a household member’s domestic abuse or sexual violence victim status.

RECENT LEGISLATIVE PROPOSALS ADDRESSING HOUSING RIGHTS OF DOMESTIC AND SEXUAL VIOLENCE 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, you may contact Legal Momentum or the legislative information service at your state legislature, or consult your legislature’s web page.

CALIFORNIA: [S.B. 612](#), 2013-2014 Reg. Sess. (Cal. 2013).

This bill amends section 1946.7 of the California Civil Code and section 1161.3 of the California Code of Civil Procedure, described above, to include victims of human trafficking; to make technical requirements for supporting documentation submitted by qualified third parties in support of a lease termination, which are effective until January 1, 2016; and to make a victim’s disclosures to a landlord under these sections

confidential, except when the victim agrees to disclosure or a court orders it. The bill has passed the California Senate and was in the Assembly Judiciary Committee in early June 2013.

CONNECTICUT: [H.B. 6702](#), Jan. Sess. 2013 (Conn. 2013).

This bill amends the [Connecticut General Statutes section 47a-11e](#), described above, to permit victims of sexual assault to terminate a lease entered into or renewed on or after January 1, 2014, effective October 1, 2013. The bill was sent to the governor for signature on June 11, 2013.

FLORIDA: [H.B. 931](#) & [S.B. 1408](#), 110th Reg. Sess. (Fla. 2008).

These bills 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. The bills also require a landlord to change the locks; no documentation is required, but if the abuser is a tenant in same unit as the victim, then the victim must provide a copy of the order of protection. H.B. 931 would also prohibit a lease a provision that authorizes the landlord to terminate the lease or impose a penalty on the tenant for calling for emergency or law enforcement assistance in response to the violence. It 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 based on a legitimate belief by the tenant that she or he is likely to be further victimized by remaining in the housing, and be accompanied by a copy of a permanent order of protection, a card issued under the address confidentiality program, or a no-contact order. The tenancy shall continue for any other tenants on the lease. HB 931 was passed by the House but died in the Senate. SB 1408 died in the Senate. Similar bills, [H.B. 373](#) & [S.B. 880](#), were introduced in the previous session.

HAWAII: [H.B. 469](#), 24th Leg. (Haw. 2007).

This bill would amend Hawaii's fair housing law to prohibit discrimination against victims of domestic violence, stalking or persons who have obtained a temporary restraining order or protective order, in any real estate transaction. Landlords would be prohibited from evicting tenants solely because they are victims of domestic violence. The bill passed the House, and then passed the Senate in an amended form, but the bill died because the houses could not reconcile the differences. Similar bills introduced in previous sessions died: [H.B. 2021](#) (2004); [S.B.2464](#) & [H.B.2121](#) (2002).

HAWAII: [H.B. 245](#), 27th Leg. (Haw. 2013).

This bill would prohibit landlords from terminating a rental agreement based on the tenant's status as a victim of domestic violence if the victim provides an order of protection, police report, or documentation from a medical provider or social worker. Even so, the bill permits the landlord to terminate or fail to renew a tenancy if the tenant "permits" the abuser to visit or the landlord believes the abuser poses a threat to any person or another tenant's quiet possession, and the tenant fails to "correct a violation" of the foregoing within three days. The bill passed the House and was in committee in the Senate as of June 2013. Similar but more ambitious bills prohibiting 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 and requiring changes of locks, were introduced in previous sessions but died: [H.B. 2762/S.B. 2208](#) (Haw. 2008).

ILLINOIS: [H.B. 1532](#), 98th Gen. Ass. (Ill. 2013).

This bill would permit landlords to evict tenants who commit or permit at least three legal violations leading to at least three police citations or arrests within a 60-day period, but would create a defense for victims of domestic violence, dating violence, sexual assault, or stalking. The bill was in committee as of June 2013.

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

This 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." The bill defines "victim of domestic violence" as any person "who can prove the existence of domestic violence" by providing (1) a court order, (2) a police record, (3) documentation that the abuser has been convicted under relevant statutes, (4) medical documentation of the abuse, (5) a statement by a counselor, social worker, health care provider, clergy member, shelter worker, legal advocate, domestic violence or sexual assault advocate, or any other professional, or (6) a sworn statement from the person attesting to the abuse. This bill died in a House committee.

KENTUCKY: [H.B. 108](#), 2013 Reg. Sess. (Ky. 2013).

This bill provides that the victim of an assault, domestic violence, or stalking may terminate a lease upon thirty days written notice to the landlord, accompanied with a copy of a judicial no contact order. The bill was in committee as of June 2013.

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.

MICHIGAN: [S.B. 808](#), 93d Leg., 1st Leg. Sess. (Mich. 2005).

This bill would permit a tenant who is a victim of domestic assault while that person is a tenant to terminate a lease effective upon submission of written notice of termination and written evidence that the tenant is a victim of domestic assault. The bill died in 2005.

MINNESOTA: [H.B. 859](#)/[S.B. 771](#), 88th Leg. (Minn. 2013).

This bill amends Minnesota Statutes section 504B.206, described above, to provide that a victim to attempts to terminate a lease may submit a "qualifying document" signed by a court official, law enforcement official, licensed health care professional, clergy member, or victim's advocate or service provider. It also provides that a tenant who terminates a lease because of domestic violence forfeits his or her security deposit. The bill was in committee as of June 2013.

MONTANA: [H.B. 550](#), 63rd Leg. (Mont. 2013).

This bill creates an affirmative defense to an action for rent for tenants under a credible imminent threat of domestic or sexual violence who give the landlord written notice supported by medical, court, or police evidence or a statement from an employee of a victim services, domestic violence, or rape crisis organization or a member of the clergy from whom the tenant or a member of the tenant's household sought services not more than 60 days previously. The bill also contained provisions for changing locks and prohibited discrimination against victims of domestic or sexual violence. The bill died in committee.

NEW JERSEY: [A.B. 992/S.B. 1154](#), 215th Leg. (N.J. 2012).

The bill prohibits landlords from discriminating against tenants on the basis of domestic violence, sexual assault, or stalking victim status or for exercising the right to terminate a lease under [the New Jersey Statutes section § 46:8-9.6](#), described above. The bill was in committee as of June 2013.

NEW YORK CITY: [Intro. 149 \(N.Y.C. Council 2006\)](#) [*click on "Legislation Text"*].

This proposed local law would prohibit housing discrimination against victims of domestic violence, sex offenses or stalking. It would also require that landlords make “reasonable accommodation” and permit victims of domestic violence, sex offenses or stalking to terminate a lease early. This bill died in committee in 2009. A similar bill, introduced as [Intro. 305](#)-2004, died in 2005. [Intro. 401](#)-2004, which also failed to pass, imposed housing requirements for victims of domestic violence, stating that “for all dwellings developed as the result of new construction, conversion or substantial rehabilitation and aided by a grant or loan or subsidy...a minimum of ten percent of dwelling units” must be set aside for domestic violence victims.

NEW YORK STATE: [A.B. 644/S.B. 2185](#), [A.B. 2039/SB. 1592](#), [A.B. 5387](#), [A.B. 6411](#), [Women’s Equality Act](#), 2013-2014 Reg. Sess. (N.Y. 2013).

Amend section 292 and 296 of the Executive Law and prohibits the refusal to sell, rent or lease publicly-assisted and privately operated housing accommodations based on domestic violence or stalking victim status, and the withholding of “terms, conditions or privileges” in housing. Further prohibits publication, advertisement or applications which “expresses directly or indirectly, any limitation, specification or discrimination...” or oral or written inquiries relating to an individual’s domestic violence victim status. A.B. 5387, A.B. 2039 and SB. 1592 further prohibit a real estate broker or salesperson from refusing to “sell rent or lease any housing accommodation...” due to domestic violence status and from representing that a change may occur in the “composition” of “owner or occupants of the block,” related to domestic violence victim status. These bills have also referred to their respective Committees on Government Operations. A.B. 5387 passed the Assembly and was in committee in the Senate as of June 2013. Prior, similar bills, [A.B. 9154/S.B. 498](#) (N.Y. 2012), [A.B. 10289/S.B. 3784](#) (N.Y. 2012), [A.B. 9024/S.B. 6994](#) (N.Y. 2012), and [A.B. 5916/S.B. 3072](#) (N.Y. 2007) did not pass. A.B. 6411 outlaws housing discrimination against domestic violence victims by adding a section to the Real Property Law by fining operators of any “apartment house, tenement house or other building or manufactured home park used for dwelling purposes” between fifty and one thousand dollars for each offense, with the exception of housing units and home parks for senior citizens and one or two family owner occupied dwelling houses or manufactured homes. As of June 2013 this bill is in the Housing Committee.

NEW YORK STATE: [A.B. 3149](#), 229th 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.

NORTH DAKOTA: [S.B. 2194](#), 63rd Leg. Ass. (N.D. 2013).

This bill requires a landlord to change locks if requested in writing, supported by an order of protection, no-contact order, police report, medical record, or affidavit from a professional or clergy person who has assisted the tenant, by a tenant who is a victim of domestic violence or fears imminent violence on behalf of the tenant or children. The bill did not pass.

NORTH DAKOTA: [S.B. 2228](#), 63rd Leg. Ass. (N.D. 2013).

This bill amends the [North Dakota Century Code section 47-16-17.1](#), described above, to provide that landlords may not “terminate or fail to renew a residential lease, refuse to rent, refuse to negotiate for the

rental of, or in any other manner make unavailable or deny a dwelling to an individual, or otherwise retaliate in the rental of a dwelling” solely because of domestic violence against a household member, and makes domestic violence victim status a defense to eviction if the tenant has provided notice to the landlord. This bill did not pass.

OHIO: [H.B. 105](#), 129th Gen. Assem. Reg. Session (Ohio 2011).

Allows a tenant to terminate a rental agreement or have a tenant’s name removed from a lease as a co-tenant, if the tenant or household member is a victim of domestic violence. The tenant must notify the landlord in writing within ninety days after the incident of domestic violence and provide a civil protection order, a temporary protection order or a no contact order, issued under Ohio law or a “substantially similar law” of another state or municipal ordinance. A tenant is liable for rent, prorated up to the date of termination and a landlord is entitled to retain any security deposit. This bill further provides that a landlord may not knowingly terminate a lease based on a tenant’s domestic violence victim status, on a related request for emergency services, or because a tenant previously terminated a lease under this section. A landlord is required to comply with a tenant’s lock-change request within forty-eight hours of the demand, provided that a tenant provides the landlord with a court order or protection order that requires a defendant to stay away from a tenant. This bill also provides that a tenant in a unit owned by the Metropolitan Housing Authority who is a victim of domestic violence may request a transfer to another location with written notice as long as a similar request has not been made in the previous five years. Documentation must be provided with notice, including, a civil protection order, a temporary restraining order, a no contact order, medical documentation, or a sworn, notarized statement of a counselor, social worker, victim’s advocate, health care worker, or other professional who assisted in the incident of domestic violence. This bill died in 2011.

PENNSYLVANIA: [S.B. 1106](#), Pa. Gen. Ass. (Pa. 2011).

This bill, entitled the “Domestic Violence Safe Housing Act,” prohibits a landlord from terminating or refusing to renew a lease based on acts against a tenant or household member who is a victim of domestic violence, provided that the acts have been documented in a protection from abuse order or in a police report, and the perpetrator is not a tenant in the same dwelling until. This bill further provides that a landlord must change the locks upon written request by the tenant within 24 hours of receiving a court order related to the domestic violence from the tenant. A tenant may change the locks without the landlord’s permission if the landlord fails to do so within 24 hours of the tenant’s written request. This bill died in the Senate Committee on Urban Affairs and Housing.

SOUTH CAROLINA: [H.B. 3145/S.B. 9](#), 120th Sess. (S.C. 2013).

This bill permits landlords to evict tenants on an expedited basis if they cause malicious damage to property or a significant threat to safety. However, the bill defines such damage and threats as excluding acts or results of domestic violence, and provides that a landlord “must not apply for an ejection as provided in this section based substantially on the status of the tenant, a member of the tenant's household, or a guest as a victim of domestic violence, dating violence, sexual assault, or stalking.” H.B. 3145 passed the House and was in the Senate Judiciary Committee as of June 2013.

TENNESSEE: [H.B. 671/S.B. 737](#), 108th Gen. Ass. (Tenn. 2013).

This bill allows a tenant to terminate a residential lease entered into on or after July 1, 2011, with written notice to the landlord stating that the tenant or household member is a victim of domestic violence, sexual assault, or stalking. Written notice must include a request for release with a “mutually agreed on” release date, which takes effect within thirty days of notice. In addition, written notice must include a copy of a valid protection order or a signed written report from a domestic or sexual assault shelter or a child abuse agency, not dated more than sixty days prior to the written notice. Upon proper notice, a tenant shall be responsible for one month’s rent during which the lease terminates and an additional amount equal to one month’s rent. Both bills were in committee as of June 2013. A previously introduced version of this bill, [S.B. 1922](#), 107th

Gen. Assembly (Tn. 2011), died in committee., and a companion bill that year, H.B. 826 was withdrawn from further consideration in the House.

TENNESEE: [H.B. 2261](#)/[S.B. 3289](#), 107th Gen. Assembly (Tn. 2012).

This bill amends Tennessee Code Ann., Title 66, Chapter 28, and provides that a perpetrator of domestic violence who is a tenant and “ who is excluded from a dwelling unit under a court order remains liable under the lease with other tenants of the dwelling unit for rent and for the cost of damages to the dwelling unit.” This bill relates to rental agreements entered into or renewed on or after July 1, 2012. Both bills died in committee.

TEXAS: [S.B. 946](#), 83rd Leg. (Tex. 2013).

This bill amends the Texas Property Code section 92.0161, described above, to permit victims of stalking and additional sex crimes to terminate a lease. This bill passed both houses of the Texas legislature and was submitted to the governor for signature on May 26, 2013.

UTAH: [H.B. 315](#), Gen. Sess. (Utah 2012).

This bill updates Utah Code Ann. 57-22.-51, which allows a tenant that is a victim of domestic violence to request a lock change. This bill provides that acceptable documents to make a lock change request include a “protective order protecting the renter issued pursuant to [the] Cohabitant and Dating Partner Abuse Act.” This bill died in 2012.

UTAH: [H.B. 194](#), Gen. Sess. (Utah 2005).

This bill would enact the “Fair Housing for Domestic Violence Victims and Landlord Protection Act.” 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. Acceptable forms of documentation for domestic violence include a protective order or a copy of a police report regarding an act of domestic 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/what-we-do/violence/victims-of-violence-employment/state-law-guides>. For more information, contact our Public Education Office (PEO), peo@legalmomentum.org, at (212) 925-6635.