

“I am Afraid to Live Here; I Want Out of the Rental Agreement.”

BURNS AND BURNS, P.C. IS AN AV RATED LAW FIRM THAT REPRESENTS MULTI-GENERATIONAL FAMILIES AND BUSINESS OWNERS WITH THEIR ASSET PROTECTION, REAL ESTATE, AND ESTATE PLANNING NEEDS.

Rental Termination Due To Domestic Violence

Termination Based on Domestic Violence

A tenant has the right to terminate a rental agreement if the tenant provides to the landlord written notice that the tenant is the victim of domestic violence as defined by Arizona law. Following landlord's receipt of the written notice, the tenant's rights and obligations under the rental agreement are terminated and the tenant must vacate the dwelling. Upon this occurrence, the tenant will not be liable for future rent or incur any early termination penalties or fees. However, the tenant may still be liable for rent owed or paid through the date of the lease termination plus any previous obligation outstanding on the date of termination.

In order for the tenant to validly terminate the rental agreement, the tenant must provide the landlord with a written notice requesting release from the rental agreement with a mutually agreed to (between the landlord and tenant) release date within thirty (30) days. Further, the Request for Release Form must be accompanied by one of the following: 1) A copy of a protective order (which complies with Arizona law) issued to the tenant who is a victim of domestic violence; or 2) A copy of a written departmental report from a law enforcement agency stating the tenant notified the law enforcement agency and that the tenant was

a victim of domestic violence. If a tenant provides the landlord with a copy of the protective order, the landlord may require a receipt or signed statement that the order of protection has been submitted to an authorized officer of the court for service.

In addition to the requirements set forth above, a tenant may only terminate the rental agreement if the actions, events or circumstances that resulted in the tenant being a victim of domestic violence occurred within the thirty (30) day period immediately preceding the written notice of termination to the landlord, unless waived by the landlord.

Despite the tenant's compliance with the filing requirements, the landlord is entitled to keep any prepaid rent for the term in which the lease was terminated. However, the tenant may be entitled to a return of the security deposit in accordance with Arizona law.

Rental Agreements with Multiple Tenants

If there are multiple tenants who are parties to a rental agreement that has been terminated for domestic violence, the rental agreement for those tenants also terminates. Further, the tenants who are not the victim of domestic violence, excluding the person who caused the domestic violence, may also

be released from any financial obligations due under the previously existing rental agreement. Lastly, in the event the rental agreement is terminated, tenants are permitted to enter into a new lease with the landlord if the tenants meet all the landlord's current application requirements.

Landlord's Obligations to Tenant Victims of Domestic Violence

A tenant who is a victim of domestic violence may require the landlord to install a new lock to the tenant's dwelling so long as the tenant pays for the cost of installing the new lock. Specifically, a landlord fulfills their obligations to install a new lock by either: 1) Rekeying the lock if the lock is in good working condition; or 2) Replacing the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced. Further, the landlord has the right to retain a copy of the key that opens the new lock. Generally, the landlord has the right to refuse access to the dwelling unit to any tenant if the tenant is the person named in an order of protection or related departmental report unless a law enforcement officer escorts the tenant into and out of the dwelling.

Consequences of Falsifying a Domestic Violence Report

If a tenant who terminated their lease for domestic violence reasons is later convicted of falsely filing a departmental report or order of protection for domestic violence, the convicted tenant will be liable to the landlord for treble damages.

About the Author **Scott F. Burns, Esq.**

Scott F. Burns, Esq. is an Arizona attorney whose clientele include professional athletes, business owners, and families desirous of protecting their personal and professional legacies through the use of asset protection strategies, estate planning and business consulting.

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