



Victims of Domestic Violence, Harassment, or Criminal Sexual Conduct: Your Rights in Breaking Your Lease

If you are not safe because of domestic violence contact Day One Services.

Call 1(866) 223-1111 or text (612) 399-9995

Or go to www.dayoneservices.org or www.MNcasa.org

If you are not safe because of sexual assault call: 1 (800) 656-4673.

Any tenant in MN who is a survivor of domestic abuse, harassment, or criminal sexual conduct and is NOT in subsidized housing may break her lease to get away for safety. There are steps you have to follow. **Each step must be done right if you want to end your lease.**

Note: If you live in:

- Public Housing
 - Subsidized Housing
 - USDA Rural Housing
 - Low Income Housing Tax Credit (Section 42) housing
- OR**
- have a Section 8 Voucher



there are different **federal** laws that protect your rights as a survivor of domestic and/or sexual violence. You can end your subsidized lease and you have more protections than the Minnesota law described in this fact sheet gives.

If you are in a subsidized housing program, see our fact sheet [Subsidized Housing Rights for Victims of Domestic Violence and Sexual Assault](#) for information **before** taking any steps to end your lease.

Note: the steps you need to take to end your lease can be different for different housing programs. Talk to a domestic violence advocate or call your local legal services office for help.

If you are not in subsidized housing and need to end your lease for safety, you MUST do each of these steps:

Step 1: Get Documentation

Get a copy of **ONE** of the following documents if you need to break your lease. **You only need 1:**

- An Order for Protection (OFP)

OR

- **A No Contact Order**

OR

- **A Domestic Abuse No Contact Order (DANCO)**

OR

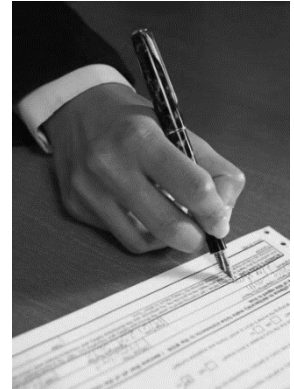
- **Something signed by a Court Official.** A court official could be a judge, referee, court administrator, prosecutor, or probation officer. It could be a court order, a letter from probation, or a letter from the prosecutor. It should say that you are the victim of domestic abuse, harassment or criminal sexual conduct. It must give the name of your abuser or the perpetrator if you know it AND if it is safe for you to give it.

OR

- **Something signed by city, county, state or tribal law enforcement** that says you are the victim of domestic abuse, harassment, or criminal sexual conduct. It could be something like a police report, a recap report or some other document signed by law enforcement. The document must give the name of your abuser or perpetrator if you know it AND if it is safe for you to give it.

OR

- **A statement from a “qualified third party”.** A qualified third party is:
 - A licensed healthcare professional who is seeing you for reasons that have to do with the assault (like a doctor or nurse)
 - A sexual assault counselor who works at a crisis center and is trained in crisis counseling to work with victims of sexual assault
 - A domestic abuse advocate who works at community-based battered women's shelter or at domestic abuse programs that provides information, advocacy, crisis intervention, emergency shelter, or support to victims of domestic abuse.



You can use the form attached to this fact sheet called “Statement by a Qualified Third Party”.

Note: If there is information in any of these documents that you don't want others to see, you can make copies and then "block" out what you want to keep private. You would cover those parts up with pen or white-out so no one can see them.

For example, you might want to block out details of the assault or information about children. You can block details like this as long as somewhere in the document it says that you or someone living with you is a victim of domestic abuse, harassment or sexual assault.

Step 2: Give Written Notice to Your Landlord

You have to give **written** notice to your landlord. You can use the attached “Notice to End Lease Due to Fear of Violence.” If you write your own notice it **must** state that:

- You or someone living in your home are in fear of violence right now from someone.
- You need to end your lease.

- The date you plan to move out. You do NOT have to give 30 or 60 day notice. You can pick any date that works for you.
- What you want the landlord to do with anything you leave behind.
- Attach a copy of your document from Step 1 above to your written notice.

Keep a copy of the written notice and documentation you send to your landlord.

Step 3: Pay Rent and Move

You have to pay full rent for the month you are in the unit. For example, if you give the landlord notice on August 2nd that you want to be out by August 15th, you still have to pay all of August rent when it is due.

Keep proof that you paid the full rent. If you pay with cash get a receipt. If you pay by money order, make a copy or take a photo of the money order with your landlord's name filled in. Keep the receipt that shows you bought the money order.

Move by the date you gave in your written notice and return the keys to the landlord.

If you follow each of the 3 steps above your lease will end on the date you move out and you will not be responsible for rent for the months left on the lease. **BUT**, if you do not do these things exactly how the law says, you could be held responsible for the rent for the rest of the lease.



Note: Even if you end your lease using the 3 steps above you are still responsible for any money you owed to the landlord before you gave this notice.

IMPORTANT: If you end your lease using the 3 steps above your landlord gets to keep your security deposit, but you **don't** have to pay anything extra to the landlord be able to move out.

What if there are other tenants on my lease?

If there are other tenants on your lease, their lease ends at the end of the month you move out. For example, if your written notice says you plan to move out on May 13th, the other tenants' lease ends on May 31st. They need to move out on that date or sign a new lease with the landlord. They may have to pay a new deposit for their new rental with the landlord.

Can the landlord share my information with others?

A landlord **can't** tell anyone that you are a victim of violence or give anyone information from your written notice or the attached document without your written permission. The only time a landlord can share the information without asking is if he/she needs to give the information to a court to evict someone or collect unpaid rent or money for damages to the rental property.



Can the landlord make me give the name of the abuser or perpetrator?

No. The landlord can ask you the name of the person who abused or assaulted you or the person in your home, but the landlord can't make you give that information. You don't have to tell if you think it's not safe to name the person or if you don't know the person's name. You still get to break your lease under this law if you do everything else.

Can the landlord make me waive these rights or make me sign something that waives these rights?

No. The landlord can't make you waive your right to use the law described in this fact sheet. This means that any agreement made between you and your landlord that doesn't follow this law, is not legal. **Even if it's in your lease.**

Can the landlord make me pay anything more than the rent for the month I move out and give up my security deposit?

No. If you take the steps outlined in this fact sheet your obligation to the landlord for rent ends. You don't have to pay more to escape to safety.

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Fact Sheets are legal information NOT legal advice. See a lawyer for advice.

Don't use this fact sheet if it is more than 1 year old. Ask us for updates, a fact sheet list, or alternate formats.

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Notice to end lease due to fear of violence (Minn. Stat. § 504B.206)

Date: _____

Dear Landlord:

Minnesota law (Minn. Stat. § 504B.206) lets me break my lease because I, or another person authorized to live in my home, fear imminent violence because of an incident of domestic abuse, harassment, or criminal sexual conduct. This is my notice that I am breaking my lease because of fear that I or another person authorized to live in my home will become the victim of domestic or sexual violence again if I do not move.

I will move out on: _____.
(Date –this may be any date before the end of your lease)

I am attaching a copy of the *(check one)*:

- Order for Protection (OFP)
- No Contact Order
- Domestic Abuse No Contact Order (DANCO)
- Documentation from a Court Official or Law Enforcement Official
- Documentation from a qualified third party-- licensed health care professional, domestic abuse advocate, or sexual assault counselor

If any of my property is left behind after I move *(check one)*:

- You may get rid of my property right away
- Please store my property for 28 days and I will be responsible under the MN law 504B.271 for storage fees.

I understand that my security deposit will not be returned to me in exchange for me being able to break my lease early due to imminent fear.

I request that you do not give the information in this letter or the attached document to anyone, especially not my abuser, as required by Minn. Stat. § 504B.206.

Signed: _____

Printed Name: _____

[Keep a copy of this letter and the document you attached for your records]

Statement by qualified third party (Minn. Stat. § 504B.206)

I, _____ (*name of qualified third party*), do hereby verify as follows:

1. I am a licensed health care professional, domestic abuse advocate, as that term is defined in Minn. Stat. § 595.02, subdivision 1, paragraph (l), or sexual assault counselor, as that term is defined in Minn. Stat. § 595.02, subdivision 1, paragraph (k), who has had in-person contact with

_____.

(*name of victim(s)*)

2. I have a reasonable basis to believe _____ (*name of victim(s)*) is a victim/are victims of domestic abuse, criminal sexual conduct, or harassment and fear(s) imminent violence against the individual or authorized occupant if the individual remains (the individuals remain) in the leased premises.

3. I understand that the person(s) listed above may use this document as a basis for gaining a release from the lease.

I attest that the foregoing is true and correct.

(*Printed name of qualified third party*)

(*Signature of qualified third party*)

(*Business address and business telephone*)

_____ (*Date*)

[Keep a copy of this letter and the document you attached for your records]