

LEASE-BREAK LAWS FOR SURVIVORS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT

A Compendium of State and Local Laws

Introduction

Domestic violence (DV) and sexual assault (SA) survivors often need to change housing for safety reasons. Sometimes the survivor lives with or near the perpetrator, or the perpetrator knows where the survivor lives. This resource is a compilation of state¹ laws, and some county and municipal laws, that would allow DV and SA survivors to break residential leases. For states that do not have county governments, we surveyed the laws of the most populated municipality/ies. We did not survey the laws of every county and municipality in the United States but focused on the three most populated counties or municipalities in each state.

This compilation is **not** legal advice and may not include every lease-break law that benefits survivors. It is meant to help advocates and attorneys with a place to start researching. Advocates and attorneys working with survivors should research their county and municipal codes to learn whether there are additional relevant lease-break provisions at their local level.

Advocates and attorneys who need 1:1 consultation or support regarding state and local lease-break laws for survivors can reach out to Victim Rights Law Center (VRLC) at TA@victimrights.org.

¹ Throughout this document, we use the term “state” to mean all 50 states, American Samoa, District of Columbia (D.C.), Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands.

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Alabama		Top ^
State Law	<u>Short Title/Citation:</u> none found	
	<u>Summary:</u> Alabama does not have a state statute that specifically gives domestic violence or sexual assault survivors the right to break a residential lease early. This is worth flagging because many online “breaking a lease” guides mistakenly claim the opposite. Alabama’s landlord-tenant law is the Alabama Uniform Residential Landlord and Tenant Act (Ala. Code § 35-9A). Its tenant-remedy provisions cover things like landlord noncompliance and habitability (§ 35-9A-401), loss of essential services such as heat or water (§ 35-9A-404), and fire or casualty damage (§ 35-9A-406) but there is no domestic violence or sexual assault early-termination provision.	
	<u>Key Definitions:</u> n/a	
County Laws	Jefferson County (Birmingham): none found	
	Mobile County: none found	
	Madison County (Huntsville): none found	
Alaska		Top ^
State Law	<u>Short Title/Citation:</u> none found	
	<u>Summary:</u> n/a	
	<u>Key Definitions:</u> n/a	
Municipal Laws	Alaska does not have counties but is divided into boroughs, the three most populous of which do not appear to have local laws addressing early lease termination for domestic violence or sexual assault victims.	

Arizona Top ^	
State Law	<u>Short Title/Citation:</u> <u>Ariz. Rev. Stat. § 33-1318</u>. Early termination by tenant; domestic violence; sexual assault; requirements; lock replacement; access refusal; treble damages; immunity.
	<u>Summary:</u> A tenant may terminate a rental agreement if they provide written notice to the landlord that they are the victim of domestic violence or were the victim, in the tenant's dwelling, of sexual assault. The tenant's rights and obligations under the rental agreement are terminated and the tenant shall vacate the dwelling and avoid liability for future rent and shall not incur early termination penalties or fees if: (1) the tenant provides the landlord with written notice requesting release from the rental agreement with a mutually agreed on release date within the next thirty days; and (2) the tenant provides any one of the following: (a) a copy of a protective order issued to the tenant (landlord may request a receipt or signed statement that the order or protection has been submitted to an officer of a court for service); or (b) a copy of a written departmental report from law enforcement that states that the tenant notified the agency that the tenant was victim of domestic violence or sexual assault. The tenant must provide this notice to the landlord within 30 days of the domestic violence or sexual assault (unless waived by the landlord). The tenant is liable only for rent owed or paid through the date of the lease termination plus any previous obligations outstanding on that date. The landlord may retain any prepaid rent for the month in which the lease is terminated. The landlord may not withhold the security deposit for early termination, but may withhold the security deposit for payment of damages. The accused perpetrator (named in an order of protection or departmental report) is deemed to have interfered with the rental agreement and may be civilly liable for all economic losses incurred by a landlord.
	<u>Key Definitions:</u> Domestic violence <u>Ariz. Rev. Stat. § 13-3601</u> Sexual assault <u>Ariz. Rev. Stat. § 13-1406</u> Protective order <u>Ariz. Rev. Stat. § 13-3602</u>

County Laws	Maricopa County: none found
	Pima County: none found
	Pinal County: none found
Arkansas Top ^	
State Law	<u>Short Title/Citation:</u> <u>Ark. Code Ann. § 18-16-112</u>. Protection for victims of domestic abuse.
	<u>Summary:</u> Arkansas does <u>not</u> provide domestic violence victims with a statutory right to terminate a lease early without penalty but does provide the following protections for victims of domestic abuse: 1. A landlord shall not terminate or fail to renew a residential tenancy, refuse to enter into a residential tenancy, or otherwise retaliate in the leasing of a residence against a tenant, applicant, or member of their household who is a victim of domestic abuse as evidenced by a documented incident of domestic abuse (i.e., an order of a court of competent jurisdiction); 2. At the residential tenant's expense and with the landlord's prior consent, the locks to the tenant's residence may be changed. Both parties must be furnished with a copy of the new key immediately after the change; and 3. If a domestic abuse offender is under a court order to stay away from a co-tenant, the landlord may (but is not required to) refuse the offender access to the residence, and may pursue all available legal remedies against the offender, including termination of the offender's tenancy, eviction, and damages. 4. A residential tenant may not waive their right to request law enforcement or other emergency assistance in a tenancy agreement.
	<u>Key Definitions:</u> Documented incident of domestic abuse <u>Ark. Code Ann. § 18-16-112 (a)(1)</u> Domestic abuse <u>Ark. Code Ann. § 18-16-112 (a)(2)</u> Domestic abuse offender <u>Ark. Code Ann. § 18-16-112 (a)(3)</u> Sex crime <u>Ark. Code Ann. § 18-16-112 (a)(4)</u> Stalking <u>Ark. Code Ann. § 18-16-112 (a)(5)</u> Victim of domestic abuse <u>Ark. Code Ann. § 18-16-112 (a)(6)</u>
County Laws	Pulaski County: none found
	Benton County: none found

	Washington County: none found
California Top ^	
State Law	<u>Short Title/Citation:</u> <u>Cal. Civ. Code § 1946.7</u> <u>Summary:</u> A tenant may terminate the tenancy if the tenant, a household member, or an immediate family member was the victim of domestic violence, sexual assault, stalking, human trafficking, elder/dependent adult abuse, crime causing bodily injury or death, crime that included the exhibition of a firearm, or crime that included use of force or threat of force against the victim. The tenant must give written notice to terminate, with one of the following: (1) copy of a temporary restraining order, emergency protective order, or protective order lawfully issued, which protects tenant/household member/immediate family member from any further act listed above; (2) copy of written report by a peace officer stating that the victim has filed a report alleging they are a victim of an act listed above; (3) documentation from a qualified third party to indicate that the victim is seeking assistance for physical or mental injuries or abuse resulting from an act listed above; or (4) any other form of documentation that reasonably verifies that the act listed above occurred. Notice must be given within 180 days of the date (1) the order was issued, (2) the written report was made, or (3) the act occurred. The tenant shall be responsible for rent for no more than 14 days following the giving of notice and shall be released without penalty from any further payment obligation under the lease. The landlord shall not require the tenant to forfeit a security deposit or advance rent paid due to the termination. A landlord in violation shall be liable to the tenant in a civil action for both of the following: actual damages; statutory damages between \$100 and \$5,000. <u>Key Definitions:</u> Domestic violence <u>Cal. Fam. Code § 6211</u> Sexual assault <u>Cal. Penal Code §§ 261, 261.5, 286, 287, or 289</u> Qualified third party <u>Cal. Evid. Code §§ 1037.1, 1035.2, 1038.2</u>

County Laws	Los Angeles County: none found
	San Diego County: none found
	Orange County: none found

Colorado

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State Law	<u>Short Title/Citation:</u> <u>C.R.S. 38-12-402 (2)</u> . Protection for victim-survivors of unlawful sexual behavior, stalking, domestic violence, or domestic abuse.
	<u>Summary:</u> A tenant may terminate their residential lease early if the tenant or any member of the tenant's household is a victim-survivor of unlawful sexual behavior, stalking, domestic violence, or domestic abuse. Written notice must be given to the landlord and must include: (1) a statement that the tenant (or a member of their household) is a victim-survivor; (2) evidence of victimization (self-attestation, letter from qualified third party, police report, or protection/restraining order); and (3) a statement that tenant intends to move because of fear caused by the victimization. Unless another tenant remains on the lease, the victim-survivor tenant must pay one month's rent if the landlord gives the victim-survivor tenant documentation of the landlord's economic damages directly caused by the early lease termination.
	<u>Key Definitions:</u> <u>C.R.S. 38-12-401</u> Tenant <u>C.R.S. 38-12-502 (9)</u> Qualified third party <u>C.R.S. 38-12-402 (2)(a.5)(I)(B)</u> Domestic abuse <u>C.R.S. 13-14-101 (2)</u> Domestic violence <u>C.R.S. 18-6-800.3 (1)</u> or <u>C.R.S. 13-14-101 (2.1)</u> Stalking <u>C.R.S. 18-3-602</u> Unlawful sexual behavior <u>C.R.S. 16-22-102 (9)</u> or <u>C.R.S. 13-14-101 (2.9)</u>

County Laws	Arapahoe County: none found
	Denver County: none found
	El Paso County: none found

Connecticut

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State Law	<u>Short Title/Citation:</u> <u>Conn. Gen. Stat. § 47A-11e</u> . Termination of rental agreement by tenant who is a victim of family violence or sexual assault.
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	<u>Summary:</u> The statute treats victims of domestic violence and sexual assault slightly differently. First, a tenant who (1) is a victim of family violence, and (2) reasonably believes it is necessary to vacate the premises due to fear of imminent harm to themselves or their dependent due to family violence, may terminate the lease without penalty by giving 30-day written notice to the landlord. Also, a tenant who (1) is a victim of sexual assault or the parent or guardian with physical custody of a dependent who is a victim of sexual assault, and (2) reasonably believes it is necessary to vacate the premises due to fear or imminent harm to the tenant or dependent of the tenant because of sexual assault, may terminate their lease by giving the landlord 30-day written notice. Under either circumstance, the notice must include: (1) a statement made under oath or affirmation that: (A) the tenant or dependent is the victim of family violence or sexual assault; (B) the tenant intends to terminate the rental agreement and the date of intended termination; and (C) the tenant has vacated the premises and removed all their possessions and personal effects, or will do so prior to the termination date or will abandon them; and (2) (A) a copy of a police and court record detailing the family violence of sexual assault not dated more than 90 days prior to the date of the notice; or (B) a signed written statement from an employee of the Office of Victim Services within the Judicial Department or the Office of the Victim Advocate detailing an act of family violence or sexual assault that is not dated more than 30 days prior to the date of the notice. <u>Key Definitions:</u> Landlord/Premises/Tenant Conn. Gen. Stat. § 47A-1 Family Violence Conn. Gen. Stat. § 46b-38a Victim of Sexual Assault Under Conn. Gen. Stat. § 53a-70-73a
County Laws	Fairfield County: none found Hartford County: none found New Haven County: none found
Delaware Top ^	
State Law	<u>Short Title/Citation:</u> Del. Code Ann. tit. 25, § 5314 (b)(6) . Tenant's right to early termination.

	Summary: Tenants who are victims of domestic violence, sexual offenses, stalking or those seeking legal relief from domestic violence may break their lease without penalty after a 30-day notice to their landlord. The 30-day period begins on the first day of the month after notice is given.
	Key Definitions: Domestic abuse Del. Code Ann. tit. 25, § 5141 (9) Sexual offenses and stalking Del. Code Ann. tit. 25, § 5141 (35)
County Laws	New Castle County: none found
	Kent County: none found
	Sussex County: none found
District of Columbia (D.C) Top ^	
State Law	Short Title/Citation: D.C. Code § 42-3505.07. Notice of lease termination by tenant who is a victim of an intrafamily offense.
	Summary: A tenant may terminate a residential lease early without penalty if they or a household member are victims of an “intrafamily offense” (domestic violence), upon providing proper notice (within 90 days) and documentation (documentation signed by a qualified third party confirming the incident). Additionally, D.C. Code § 42-3505.08 allows a tenant who is the victim of an intrafamily offense to request a lock change for safety. The landlord must change locks within 5 business days of request (with documentation if abuser is a co-tenant).
	Key Definitions: Intrafamily offense D.C. Code § 16-1001 (8) Qualified third party D.C. Code § 42-3505.07 (a) Stalking D.C. Code § 22-3133 Sexual Assault D.C. Code § 23-1907 (9); see also D.C. Code § 16-1001 (14)
County Laws	There are no county subdivisions in Washington, D.C.

Florida Top ^	
State Law	<u>Short Title/Citation:</u> none found
	<u>Summary:</u> Although Florida does not have a specific law addressing early lease termination for victims of domestic violence or sexual assault, Chapter 83 of the Florida Statutes, Part II , which governs landlord and tenant rights and obligations, includes protections based on court orders, lease terms, and federal law. If a survivor has a court-ordered injunction that orders the abuser away (or provides for other type of lease termination relief) or a written lease clause that provides for early termination for safety reasons, then immediate termination of the lease in Florida is possible. The survivor must provide written notice to the landlord and typically must provide documented evidence of the safety risk.
	<u>Key Definitions:</u> n/a
County Laws	Miami-Dade County: none found
	Broward County: none found
	Palm Beach County: none found
Georgia Top ^	
State Law	<u>Short Title/Citation:</u> Ga. Code Ann. § 44-7-23 . Termination of residential lease after issuance of civil or criminal family violence order or civil or criminal stalking order; notice; occupancy, waiver or modification prohibited
	<u>Summary:</u> A tenant may terminate their residential lease early if the tenant or tenant's minor child, or joint tenant or joint tenant's minor child (even when they had no obligation to pay rent to the landlord) is protected by a civil or criminal family violence order or a civil or criminal stalking order. Written notice must be given to the landlord and must include: (1) a statement that the tenant (or the tenant's minor child) is protected by a qualifying family violence or stalking order; (2) evidence of victimization, consisting of a copy of the applicable civil or criminal family violence order or civil or criminal stalking order (if the order is an ex parte temporary protective order, a police report must also be included); and (3) written notice of lease termination, after which the

	lease terminates 30 days after the landlord's receipt of notice. The tenant is responsible only for prorated rent through the effective termination date and any unpaid rent or charges owed before termination.
	<u>Key Definitions:</u> Civil family violence order Ga. Code Ann. § 44-7-23 (a)(1) Civil stalking order Ga. Code Ann. § 44-7-23 (a)(2) Criminal family violence order Ga. Code Ann. § 44-7-23 (a)(3) Criminal stalking order Ga. Code Ann. § 44-7-23 (a)(4)
County Laws	Fulton County: none found
	Gwinnett County: none found
	Cobb County: none found
Hawaii Top ^	
State Law	<u>Short Title/Citation:</u> Haw. Rev. Stat. § 521-80. Early termination of tenancy; victims of domestic violence.
	<u>Summary:</u> A tenant may terminate a rental agreement of a term of one year or less without penalty, fees for early termination, or liability for future rent if the tenant or an immediate family member of the tenant residing at the dwelling unit has been the victim of domestic violence during the 90 days preceding the date the notice of early termination is provided to the landlord, under the following conditions: The written notice of early termination must be: (1) given at least 14 days prior to the early termination date specified in the notice; and (2) accompanied by <u>one</u> of the following supporting documents: (A) certified or exemplified restraining orders, injunctions against harassment, and documents from criminal cases; (B) documentation from a victim services organization or domestic violence program, agency, or facility, including a shelter or safe house for victims of domestic violence; or (C) documentation from a medical professional, mental health care provider, attorney, advocate, social worker, or member of the clergy from whom the victim has sought assistance in relation to the domestic violence. The tenant must also provide a written statement that the tenant reasonably believes the person who committed the domestic violence knows the address or location where the tenant or immediate family member resides — unless the perpetrator resides in the same dwelling unit.

	The early termination date may be no more than 104 days from the date of the most recent act of domestic violence. The terminating tenant remains liable for rent owed through the early termination date plus any previous outstanding obligations, due to the landlord on or before the early termination date. No further penalties or fees may be assessed. If there are multiple tenants, the release of one does not automatically terminate the agreement for the others — the remaining tenants must demonstrate ability to pay; if they cannot, the landlord may terminate their agreement with at least 14 days' notice and without penalty. Upon compliant notice, the landlord must: (1) return a prorated share of security deposits and prepaid rent following surrender of the dwelling unit; (2) not assess any fee or penalty against the terminating tenant; and (3) keep all information reported under this section confidential, unless the tenant consents in writing, the information is required in a judicial action, or disclosure is required by other law. <u>Key Definitions:</u> Domestic violence Haw. Rev. Stat. § 521-79 Domestic abuse Haw. Rev. Stat. § 586-1 Family or household member Haw. Rev. Stat. § 586-1 Dating relationship Haw. Rev. Stat. § 586-1 Extreme psychological abuse Haw. Rev. Stat. § 586-1 Abuse of family or household members (criminal offense) Haw. Rev. Stat. § 709-906 Sexual assault offenses Haw. Rev. Stat. §§ 707-730 through 707-733.6 Harassment by stalking Haw. Rev. Stat. § 711-1106.5 Aggravated harassment by stalking Haw. Rev. Stat. § 711-1106.4
County Laws	Honolulu County: none found Hawai'i County: none found Maui County: none found
Idaho Top ^	
State Law	<u>Short Title/Citation:</u> none found
	<u>Summary:</u> n/a
	<u>Key Definitions:</u> n/a

County Laws	Ada County: none found
	Canyon County: none found
	Kootenai County: none found
Illinois Top ^	
State Law	<u>Short Title/Citation:</u> <u>765 Ill. Comp. Stat. 750/15</u>. Affirmative defense.
	<u>Summary:</u> A tenant may terminate their residential lease early if there is a credible, imminent threat of domestic or sexual violence at the premises and the tenant: (1) gives written notice to the landlord prior to or within 3 days of vacating the premises; (2) states the reason for vacating the premises in the written notice; and (3) vacates the premises. A tenant may also end the lease if the tenant or a member of tenant's household is a victim of sexual violence on the premises and the tenant: (1) gives written notice to the landlord prior to or within 3 days of vacating the premises and not more than 60 days after the sexual violence or as soon as practicable; (2) states the reason for vacating the premises in the written notice; (3) states the date of the sexual violence in the written notice; (4) provides evidence of victimization, which may include medical records, court orders, police reports, or a signed statement from a domestic-violence or victim-services provider; and (5) vacates the premises. The tenant is responsible only for rent accrued before vacating the premises. Alternatively, a tenant may request that the landlord change the locks if one or more of the tenants reasonably believes that one of the tenants or a member of tenant's household is under a credible imminent threat of domestic or sexual violence at the premises. A tenant under a written lease must (1) provide written notice to the landlord from all lessees and (2) provide evidence of victimization, which may include medical records, court orders, police reports, or a signed statement from a domestic-violence or victim-services provider. If the threat of violence is from a person who is a lessee, the tenant does not need to obtain written notice from the person posing a threat but must provide written notice to the landlord accompanied by a plenary order of protection or a plenary civil no contact order granting the tenant exclusive possession of the premises. A tenant under an oral lease must provide written notice accompanied by a plenary order of protection or a plenary civil no contact order granting the tenant exclusive possession of the premises, regardless of whether the person posing a threat is a lessee.

	The landlord must change the locks or give permission to the tenant to change the locks within 48 hours of receiving notice. The landlord may charge a reasonable fee for the expense of changing the locks. If the landlord fails to change the locks within 48 hours of receiving notice, the tenant may change the locks without the landlord's permission. <u>Key Definitions:</u> Domestic violence 765 Ill. Comp. Stat. 750/10 Landlord 765 Ill. Comp. Stat. 750/10 Sexual violence 765 Ill. Comp. Stat. 750/10 Tenant 765 Ill. Comp. Stat. 750/10
County Laws	Cook County: none found
	DuPage County: none found
	Lake County: none found
Indiana Top ^	
State Law	<u>Short Title/Citation:</u> Ind. Code § 32-31-9-12. Termination of rental agreements by protected individuals.
	<u>Summary:</u> A tenant may terminate a residential lease early if they are a victim of domestic violence or sexual assault by providing written notice of termination to the landlord. The notice must be given at least 30 days before the termination date stated in the notice and must include: (1) a copy of a civil order for protection, or a criminal no contact order restraining a perpetrator from contact with the protected individual; and (2) if the protected individual is a victim of domestic violence or sexual assault, a copy of a safety plan dated not more than 30 days before notice, provided by an accredited program and recommending relocation. Upon termination, the tenant is liable for rent and other expenses prorated to the termination date but is not liable for rent or fees that would become due solely because of the early termination. If the tenant terminates the rental agreement at least 14 days before the right to occupy begins, the tenant is not subject to damages or penalties. The tenant is entitled to deposits, returns, and other refunds as if the tenancy had expired under the terms of the rental agreement.
	<u>Key Definitions:</u> Protected individual Ind. Code § 32-31-9-7

	Applicable offense Ind. Code § 32-31-9-3 Crime Involving Domestic or Family Violence Ind. Code § 35-31.5-2-76 Sexual violence Ind. Code §§ 35-42-4 et seq. Stalking Ind. Code §§ 35-45-10 et seq.
County Laws	Marion County: none found
	Lake County: none found
	Allen County: none found

Iowa

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State Law	<u>Short Title/Citation:</u> none found (Note: Lease-break legislation was introduced in 2022, but the bill (H.F. 2479) was not adopted.).
	<u>Summary:</u> n/a
	<u>Key Definitions:</u> n/a
County Laws	Polk County: none found
	Linn County: none found
	Scott County: none found

Kansas

[Top ^](#)

State Law	<u>Short Title/Citation:</u> Kan. Stat. Ann. § 58-25,137 . Housing protections for persons affected by domestic violence, sexual assault, human trafficking or stalking.
	<u>Summary:</u> A protected person (which includes a sexual assault or domestic violence victim) who breaks a lease has an affirmative defense to the landlord's recovery of any rent when the tenant provides a statement regarding domestic violence, sexual assault, human trafficking or stalking to the landlord or property owner. The statement may be in any of the following forms: (1) a document signed by the victim and any of the following individuals from whom the victim has sought assistance relating to domestic violence, sexual assault, human trafficking or stalking, or the effects of such abuse: (A) a person licensed by the state board of healing arts to practice medicine and surgery; (B) a person licensed as a physician assistant by the state board of healing arts; (C) a person licensed by the board of nursing; or (D) a person licensed by the behavioral sciences regulatory board; or

	(2) a court order granting relief to the protected person relating to the alleged domestic violence, sexual assault, human trafficking or stalking that is the basis for protection. A landlord or property owner may impose a reasonable termination fee not to exceed one month's rent on a tenant or lessee who requests termination of a rental or lease agreement under the provisions of this section before the expiration date of such agreement. Such termination fee may only be imposed if it is contained in the terms of the rental or lease agreement.
	<u>Key Definitions:</u> Protected person Kan. Stat. Ann. § 58-25,137 (f) Domestic violence or Sexual assault Kan. Stat. Ann. § 58-25,137 (f)
County Laws	Johnson County: none found
	Sedgwick County: none found
	Wyandotte County: none found
Kentucky Top ^	
State Law	<u>Short Title/Citation:</u> Ky. Rev. Stat. § 383.300. Protections for person with rental or lease agreement who is protected by domestic violence order or interpersonal protective order.
	<u>Summary:</u> If a protected tenant (which includes a domestic violence victim) obtains a valid protective order <u>after</u> entering into a lease or rental agreement, the tenant may terminate the lease early by providing written notice of termination to the landlord to be effective on a date at least 30 days after the landlord's receipt of the notice and a copy of the valid protective order. If the protected tenant obtained a valid protective order <u>before</u> entering into the lease or rental agreement, the tenant must provide written notice of termination and a copy of the valid protective order, and additionally demonstrate a safety concern to the landlord that arises after execution of the lease.
	<u>Key Definitions:</u> Protected tenant Ky. Rev. Stat. § 383.300 (2)(b)

County Laws	none found
Louisiana Top ^	
State Law	Short Title/Citation: <u>La. Rev. Stat. § 9:3261.1</u>. Lease agreements for certain residential dwellings; domestic abuse victims; stalking and cyberstalking. <u>La. Rev. Stat. § 9:3261.2</u>. Lease agreements for certain residential dwellings; sexual assault victims. Summary: A domestic abuse victim who is a lessee or a household member of the lessee's residential dwelling unit may terminate a lease early by doing all of the following: (1) assert in writing to the lessor that the lessee/household member is a domestic abuse victim who seeks accommodation under <u>La. Rev. Stat. § 9:3261.1</u>; (2) provide the lessor with reasonable documentation (a Certification of Domestic Abuse) that the lessee/household member was a victim of domestic abuse on leased premises within the last 30 days; (3) assert in writing that lessee will not knowingly voluntarily permit the offender further access to lessee's residential unit; (4) meet or agree to fulfill all other requirements under the lease agreement; and (5) if requested by lessor, provide in writing the name and address of the offender, in a Uniform Abuse Prevention Order or Certification of Domestic Abuse form. Note: This statute addressing domestic abuse, applies only to buildings consisting of six or more separate residential dwellings and does not apply if the structure consists of 10 or fewer units and one of the units is occupied by the owner/lessor. A sexual assault victim may terminate a lease early by doing all of the following: (1) assert in writing to the lessor that the lessee is sexual assault victim is a domestic abuse victim who seeks accommodation under <u>La. Rev. Stat. § 9:3261.2</u>; (2) provide the lessor with reasonable documentation (a Certification of Sexual Assault) that the lessee was a victim of sexual assault within the last 60 days; (3) assert in writing that the lessee will not knowingly voluntarily permit the sexual offender further access to the lessee's residential unit; and (4) otherwise meet or agree to fulfill all other requirements under the lease agreement. If the statutory requirements are met, the lessor shall grant early termination of lease, on a mutually agreed upon date within 30 days of

	the written request for accommodation. The lessee is liable only for rent paid through the early termination date. The lessor may withhold the lessee's security deposit for reasons permitted under statute and shall additionally be entitled to immediate eviction of the domestic abuse or sexual assault offender.
	<u>Key Definitions:</u> Domestic abuse, domestic abuse victim, household member <u>La. Rev. Stat. § 9:3261.1 (B)</u>; see also <u>La. Rev. Stat. § 14:35.3</u> Sexual assault, sexual assault victim <u>La. Rev. Stat. § 9:3261.2 (3), (4)</u>; see also <u>La. Rev. Stat. § 46:1842 (17)</u>
County Laws	East Baton Rouge Parish: none found
	Jefferson Parish: none found
	Orleans Parish: none found
Maine Top ^	
State Law	<u>Short Title/Citation:</u> <u>Me. Rev. Stat. Ann. tit. 14 § 6002 (4)</u>. Victims of domestic violence, sexual assault, or stalking. <u>Me. Rev. Stat. Ann. tit. 14 § 6001 (6)(D)</u>. Domestic violence, sexual assault and stalking.
	<u>Summary:</u> A victim of domestic violence, sexual assault, or stalking may terminate the victim's tenancy in a tenancy-at-will or a lease with a term of less than one year with 7 days' written notice and acceptable documentation (see below) or with 30 days' written notice and documentation for a lease with a term of one year or more. Acceptable documentation includes but is not limited to: (1) a statement signed by a defined Maine-based sexual assault counselor, domestic violence advocate, or victim witness advocate; (2) a statement signed by a health care provider, mental health care provider or law enforcement officer, including the license number of the health care provider, mental health care provider or law enforcement officer if licensed; (3) a copy of a protection from abuse complaint or a temporary order or final order of protection; (4) a copy of a protection from harassment complaint or a temporary order or final order of protection from harassment; (5) a copy of a police report prepared in response to an investigation of an incident of domestic violence, sexual assault or stalking; and (6) a copy of a criminal complaint, indictment or conviction for a domestic violence, sexual assault or stalking charge.

	When written notice is provided to the landlord, the victim is not liable for any rent due beyond the date the notice expires or the date the victim vacates the unit, whichever is later, unless the victim has prepaid rent for the month, in which case the landlord is not required to refund the rent for that month.
	<u>Key Definitions:</u> Domestic violence <u>Me. Rev. Stat. Ann. tit. 14 § 6000 (1)</u> Sexual assault <u>Me. Rev. Stat. Ann. tit. 14 § 6000 (2)</u> Stalking <u>Me. Rev. Stat. Ann. tit. 14 § 6000 (3)</u> Victim <u>Me. Rev. Stat. Ann. tit. 14 § 6000 (4)</u>
Municipal Laws	Portland: None found
	Lewiston: None found
	Bangor: None found
Maryland Top ^	
State Law	<u>Short Title/Citation:</u> <u>Md. Code Ann., Real Prop. §§ 8-5A-01, 8-5A-02, 8-5A-03, 8-5A-04, 8-5A-06.</u>
	<u>Summary:</u> Victims of abuse can end their lease early if: (1) they give their landlord written notice of the early termination by first-class mail or hand delivery; (2) the notice includes documentation that the tenant/victim is a victim of abuse; and (3) the notice includes the date the tenant/victim intends to leave. The tenant/victim has up to 30 days to vacate the leased premises from the date they provide written notice to the landlord. The documentation showing that the tenant/victim is a victim of abuse can include: (1) a Protective Order (a type of restraining order applicable in certain situations such as, but not limited to, when the victim and abuser are married or family, have lived together for at least 90 days, or share a child); (2) a Peace Order (a type of protective order for situations not considered for a protective order); and (3) a Report by a Qualified Third Party, which can be a physician, a psychologist, a social worker or caseworker of any public or private health or social services agency or provider, or an advocate from a domestic violence or sexual assault prevention or assistance program.

	Generally, a landlord cannot share any information about the domestic violence that was provided by a victim. However, there are exceptions, including if the victim/tenant gives written permission or if there is a court order requiring the sharing of the information. The victim/tenant is only responsible for rent up to 30 days after giving the landlord written notice and proof of abuse. If the notice states the victim/tenant will leave earlier, the victim/tenant is only required to pay rent for the number of days from the date of the notice until the victim/tenant leaves. If the victim/tenant does not leave within 30 days, the landlord can consider the notice rescinded (canceled) and in that case, the original terms of the lease will remain in effect. At that point, the landlord can use legal remedies to collect on any unpaid rent.
	<u>Key Definitions:</u> Abuse <u>Md. Code Ann., Fam. Law § 4-501 (b)</u> Peace Order: <u>Md. Code Ann., Real Prop. § 8-5A-01 (e); Md. Code, Cts & Jud. Proc. § 3-1503</u>; see also <u>Domestic Violence – Peace Orders Maryland Courts</u> Protective Order <u>Md. Code Ann., Real Prop. § 8-5A-01 (f); Md. Code Ann., Fam. Law § 4-501, § 4-504, § 4-504.1, § 4-505, § 4-506</u>, see also <u>Domestic Violence - Protective Orders Maryland Courts</u> Qualified Third Party <u>Md. Code Ann., Real Prop. § 8-5A-01 (e)</u> Report by a Qualified Third Party <u>Md. Code Ann., Real Prop. § 8-5A-01 (h)</u>
County Laws	Montgomery County: none found Prince George’s County: none found Baltimore County: none found
Massachusetts Top ^	
State Law	<u>Short Title/Citation:</u> <u>Mass. Gen. Laws ch. 186, § 24</u>. Termination of rental agreement or tenancy by victim of domestic violence, rape, sexual assault or stalking. <u>Summary:</u> A tenant may terminate a residential lease early without penalty if they or a household member are victims of domestic violence, rape, sexual assault, or stalking. Written notification must be made within 3 months of the most recent act of domestic violence, rape, sexual assault, or stalking; or if the tenant is reasonably in fear of

	imminent serious physical harm from domestic violence, rape, sexual assault, or stalking. The landlord is entitled to request proof through copy of a protective order, court order, or written verification from a qualified third party. Additionally, Mass. Gen. Laws ch. 186, § 26 allows tenants to request a lock change when facing an imminent threat of such violence, providing an immediate safety measure. <u>Key Definitions:</u> Tenant / Co-tenant Mass. Gen. Laws ch. 186, § 23 Qualified third party Mass. Gen. Laws ch. 186, § 23 Domestic abuse Mass. Gen. Laws ch. 186, § 23 Domestic violence Mass. Gen. Laws ch. 186, § 23 Sexual Assault Mass. Gen. Laws ch. 186, § 23; see also Mass. Gen. Laws ch. 265, §§ 13B, 13B½, 13B¾, 13F, 13H or 13K; Mass. Gen. Laws ch. 272, § 35A Rape Mass. Gen. Laws ch. 186, § 23; see also Mass. Gen. Laws ch. 265, §§ 22, 22A, 22B, 22C, 23, 23A, 23B, 24, 24B; Mass. Gen. Laws ch. 272, §§ 1, 3, 17 Stalking Mass. Gen. Laws ch. 186, § 23; see also Mass. Gen. Laws ch. 265, §§ 43, 43A
County Laws	Middlesex County: none found
	Worcester County: none found
	Essex County: none found
Michigan Top ^	
State Law	<u>Short Title/Citation:</u> Mich. Comp. Laws § 554.601b. Tenant under apprehension of danger from domestic violence, sexual assault, or stalking; release from rental payment obligation; written notice; content; documentation; forwarding information; liability of multiple tenants; applicability; remedies against other parties; definitions.
	<u>Summary:</u> A tenant may terminate their residential lease early if the tenant or the tenant's child has a reasonable apprehension of present danger from domestic violence, sexual assault, or stalking. The tenant must provide written notice by certified mail to the landlord that includes: (1) a statement that the tenant (or the tenant's child) faces such danger and is seeking a release from the rental obligation; and (2)

	documentation of victimization, which may include: (A) a personal protection order; (B) a court order removing or restricting the abuser; (C) a probation, parole, or conditional release order prohibiting contact; (D) a police report that resulted in criminal charges filed within the previous 14 days; or (E) if charges were filed more than 14 days earlier, a police report combined with a written statement from a qualified third party verifying the present danger. The tenant is released from the obligation to pay rent no later than the first day of the second rental month after notice is given, provided the tenant vacates the premises. The tenant remains responsible for any unpaid rent or charges owed before termination, and prepaid rent may not be refunded. <u>Key Definitions:</u> Child <u>Mich. Comp. Laws § 554.601b (8)(a)</u> Domestic violence <u>Mich. Comp. Laws § 554.601b (8)(b)</u> Landlord <u>Mich. Comp. Laws § 554.601 (a)</u> Qualified third party <u>Mich. Comp. Laws § 554.601b (8)(c)</u> Sexual assault <u>Mich. Comp. Laws § 554.601b (8)(d)</u> Stalking <u>Mich. Comp. Laws § 554.601b (8)(f)</u> Tenant <u>Mich. Comp. Laws § 554.601 (g)</u>
County Laws	Wayne County: none found
	Oakland County: none found
	Macomb County: none found
Minnesota Top ^	
State Law	<u>Short Title/Citation:</u> Minn. Stat. § 504B.206. Right of Victims of Violence to Terminate Lease; <u>Minn. Stat. § 504B.205</u>. Residential Tenant's Right to Seek Police and Emergency Assistance.
	<u>Summary:</u> A tenant may terminate a residential lease agreement without penalty or liability if the tenant or another authorized occupant fears imminent violence after being subjected to domestic abuse, criminal sexual conduct, sexual extortion, or harassment. The tenant must provide signed and dated advance written notice to the landlord: (1) stating the tenant fears imminent violence from a person as indicated in a qualifying document against the tenant or an authorized occupant if they remain in the leased premises; (2) stating that the tenant needs to terminate the tenancy; (3) providing the date on which

	the lease will terminate; and (4) providing written instructions for the disposition of any remaining personal property. The written notice must be delivered before termination of the tenancy by mail, in person, or by a form of written communication the tenant regularly uses to communicate with the landlord, and must be accompanied by a qualifying document. The tenancy terminates for the tenant on the date provided in the notice. Vacation of the premises prior to that date does not constitute termination for purposes of the statute. The landlord may request that the tenant disclose the name of the perpetrator (to protect other tenants in the building), but the tenant may decline for safety reasons. Disclosure of the perpetrator's name is not a precondition of terminating the lease. The notice must be accompanied by one of the following (qualifying documents): (1) a valid order for protection; (2) a no contact order currently in effect; (3) a writing produced and signed by a court official documenting that the tenant or authorized occupant is a victim of domestic abuse, criminal sexual conduct, sexual extortion, or harassment and naming the perpetrator, if known; (4) a writing produced and signed by a city, county, state, or tribal law enforcement official documenting the same; or (5) a statement by a qualified third party in the statutory form.
	<u>Key Definitions:</u> Domestic abuse <u>Minn. Stat. § 518B.01, subd. 2(a)</u> Family or household members <u>Minn. Stat. § 518B.01, subd. 2(b)</u> Qualified third party <u>Minn. Stat. § 504B.206, subd. 6(2)</u> Qualifying document <u>Minn. Stat. § 504B.206, subd. 6(3)</u> Criminal sexual conduct <u>Minn. Stat. §§ 609.342–609.3451</u> Sexual extortion <u>Minn. Stat. § 609.3458</u> Harassment / stalking <u>Minn. Stat. § 609.749</u> Order for protection <u>Minn. Stat. § 518B.01, subd. 4</u> Domestic abuse advocate <u>Minn. Stat. § 595.02, subd. 1(l)</u> Sexual assault counselor <u>Minn. Stat. § 595.02, subd. 1(k)</u>
County Laws	Hennepin County: none found Ramsey County: none found Dakota County: none found

Mississippi

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State Law	<u>Short Title/Citation:</u> none found (Note: Lease-break legislation was introduced in 2022 and 2023, but the bills, <u>H.B. 126 (2022)</u> and <u>H.B. 65 (2023)</u> , were not adopted.).
	<u>Summary:</u> n/a
	<u>Key Definitions:</u> n/a
County Laws	Harrison County: none found
	Hinds County: none found
	DeSoto County: none found

Missouri

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State Law	<u>Short Title/Citation:</u> <u>Mo. Rev. Stat. § 441.920</u> . Victims of domestic violence, sexual assault, or stalking — no discrimination against applicants, tenants, or lessees for residential properties.
	<u>Summary:</u> A tenant may terminate their residential lease early if the tenant was a victim or was in imminent danger of becoming a victim of domestic violence, sexual assault, or stalking and the tenant notifies the landlord. To qualify for protection, the tenant must provide a statement describing the domestic violence, sexual assault, or stalking. If requested by the landlord, the tenant must provide supporting documentation, which may include: (1) a document signed by both the victim and either a victim service provider, health care professional, or mental health professional stating that the incident meets the applicable definition of domestic violence, sexual assault, or stalking; or (2) a law enforcement, court, or administrative record of the incident. In an action brought by the landlord, the tenant may assert an affirmative defense and is not liable for rent accruing after vacating the premises if a court finds that the tenant satisfies the statutory requirements, including providing notice and any requested documentation. The statute prohibits denial of tenancy, eviction, or findings of lease violation based on victim status, subject to specified exceptions, and permits a landlord to impose a reasonable termination fee.

	<u>Key Definitions:</u> Domestic violence Mo. Rev. Stat. § 455.010 (5) Sexual assault Mo. Rev. Stat. § 455.010 (14) Stalking Mo. Rev. Stat. § 455.010 (15)
County Laws	St. Louis County: none found
	Jackson County: none found
	St. Charles County: none found
	Greene County: none found
Montana Top ^	
State Law	<u>Short Title/Citation:</u> none found
	<u>Summary:</u> n/a
	<u>Key Definitions:</u> n/a
County Laws	Yellowstone County: none found
	Gallatin County: none found
	Missoula County: none found
Nebraska Top ^	
State Law	<u>Short Title/Citation:</u> Neb. Rev. Stat. § 76-1431.01 . Tenant; victim of an act of domestic violence; release from rental agreement; conditions; effect.
	<u>Summary:</u> A tenant who is a victim of an act of domestic violence or whose household member is a victim of an act of domestic violence may obtain a release from a rental agreement if the tenant or household member has: (1) obtained a protective order, restraining order, or other similar relief which applies to the perpetrator of the act of domestic violence; or (2) obtained certification confirming domestic violence as set forth in Neb. Rev. Stat. § 76-1431 (5)(a)(iii) . To obtain a release from a rental agreement under this section, the tenant must provide to the landlord: (1) a copy of the protective order, restraining order, or certification confirming domestic violence and (2) a notice to the landlord that includes the date on which the tenant wishes the release/termination of the lease to be effective (at least 14 days after the date the tenant provides the documentation and written notice and

	no more than 30 days after that date) and the names of the household members to be released in addition to the tenant.
	<u>Key Definitions:</u> Act of domestic violence <u>Neb. Rev. Stat. § 76-1410 (1)</u>
County Laws	Douglas County: none found
	Lancaster County: none found
	Sarpy County: none found

Nevada

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State Law	<u>Short Title/Citation:</u> <u>Nev. Rev. Stat. § 118A.345</u> . Right of tenant or cotenant to terminate lease due to domestic violence, harassment, sexual assault or stalking.
	<u>Summary:</u> A tenant, cotenant, or household member who is the victim of domestic violence, harassment, sexual assault or stalking may terminate the rental agreement by giving the landlord written notice of termination effective at the end of the current rental period or 30 days after the notice is provided to the landlord, whichever occurs sooner. In the case of termination based upon domestic violence, the written notice must describe the reason for the termination of the rental agreement and be accompanied by: (1) a copy of an order for protection against domestic violence; (2) a copy of a written report from a law enforcement agency indicating that the tenant, cotenant, or household member notified the law enforcement agency of the domestic violence; or (3) a copy of a written affidavit in the form prescribed pursuant to <u>Nev. Rev. Stat. § 118A.347</u> and signed by a qualified third party acting in his or her official capacity stating that the tenant, cotenant or household member is a victim of domestic violence and identifying the adverse party. In the case of termination based upon sexual assault, harassment, or stalking, the written notice must describe the reason for the termination of the rental agreement and be accompanied by: (1) a copy of a written report from a law enforcement agency indicating that the tenant, cotenant, or household member notified the law enforcement agency of the harassment, sexual assault or stalking, as applicable; or (2) a copy of a temporary or extended order issued pursuant to <u>Nev. Rev. Stat. §§ 200.378</u> or <u>200.591</u>, as applicable.

	<u>Key Definitions:</u> Domestic violence Nev. Rev. Stat. § 118A.345 (12)(c); see also Nev. Rev. Stat. § 33.018. Harassment Nev. Rev. Stat. § 118A.345 (12)(d); see also Nev. Rev. Stat. § 200.571. Household member Nev. Rev. Stat. § 118A.345 (12)(e) Qualified third party Nev. Rev. Stat. § 118A.345 (12)(f) Sexual assault Nev. Rev. Stat. § 118A.345 (12)(g); see also Nev. Rev. Stat. § 200.366 Stalking Nev. Rev. Stat. § 118A.345 (12)(h); see also Nev. Rev. Stat. § 200.575
County Laws	Clark Couty: none found
	Washoe County: none found
	Carson City: none found
New Hampshire Top ^	
State Law	<u>Short Title/Citation:</u> N.H. Rev. Stat. Ann. § 540:11-b. Termination of Lease by Tenant Due to Domestic Violence.
	<u>Summary:</u> The statute, which took effect January 1, 2025, allows a tenant to terminate a residential lease when the tenant or a household member has been a victim of domestic violence, sexual assault, or stalking within the most recent 150 days of residing at the premises, or when a recent event connected to past abuse causes the victim to fear for their safety. To do so, the tenant must give the landlord written notice accompanied by verification of victim status—such as a protective order, proof of initiating or reporting to law enforcement, a statement from a qualified professional like an advocate, attorney, or health care provider, or a circuit-court self-certification form—and must then vacate within 30 days of the notice (or another agreed-upon date). The tenant is released without penalty or eviction and is only liable for rent through the termination, and the landlord must keep the victim's verification and status strictly confidential except in narrow circumstances.
	<u>Key Definitions:</u> Domestic violence N.H. Rev. Stat. Ann. § 173-B:1, I Sexual assault N.H. Rev. Stat. Ann. § 632-A:2 through 632-A:5 Stalking N.H. Rev. Stat. Ann. § 633:3-a

	Tenant <u>N.H. Rev. Stat. Ann. § 540:1-a, IV</u>; see also <u>N.H. Rev. Stat. Ann. § 540-A:5, III</u> Landlord <u>N.H. Rev. Stat. Ann. § 540-A:5, I</u>
County Laws	Hillsborough County: none found
	Rockingham County: none found
	Merrimack County: none found
New Jersey Top ^	
State Law	<u>Short Title/Citation:</u> <u>N.J. Stat. Ann. §§ 46:8-9.4 through 46:8-9.12</u>. New Jersey Safe Housing Act. <u>Summary:</u> Tenants/victims must give written notice to their landlord that they or a child are in danger of serious physical harm if they stay in the leased property. The written notice to the landlord must include evidence of the threat, which can be one of the following: (1) a certified copy of a permanent restraining order issued by a court pursuant to section 13 of “The Prevention of Domestic Violence Act of 1991”; (2) a certified copy of a permanent restraining order from another jurisdiction; (3) a law enforcement agency record documenting the domestic violence or certifying that the victim/tenant or child of the tenant is a victim of domestic violence; (4) medical documentation of the domestic violence provided by a health care provider; (5) certification, provided by a certified Domestic Violence Specialist, or the director of a designated domestic violence agency, that the tenant or a child of the tenant is a victim of domestic violence; or (6) other documentation or certification from a licensed social worker that the tenant or a child of the tenant is a victim of domestic violence. The lease ends 30 days after the landlord receives the notice, provided the tenant acts in good faith and complies with the requirements of the Safe Housing Act. If there are other tenants on the lease, the other tenants’ lease also ends. The other tenants may enter into a new lease if the landlord allows. Generally, a landlord cannot share any information about the domestic violence that was provided by a victim. The New Jersey Safe Housing Act does not apply to seasonal rentals, which are rentals lasting 125 days or less, for a person who primarily lives somewhere other than the seasonal rental property. However, the

	act still applies to property rented to seasonal, temporary, or migrant farm workers.
	<u>Key Definitions:</u> Certified Domestic Violence Specialist <u>N.J. Stat. Ann. § 30:1B-47</u> Domestic violence <u>N.J. Stat. Ann. § 2C:25-19 (a)</u>
County Laws	Bergen County: none found
	Middlesex County: none found
	Essex County: none found
New Mexico Top ^	
State Law	<u>Short Title/Citation:</u> New Mexico only provides victims of domestic violence a statutory defense to eviction, see <u>N.M. Stat. Ann. § 47-8-33 (j)</u> (Note: Lease-break legislation was introduced in 2019, but the bill (S.B. 423) was not adopted.).
	<u>Summary:</u> In a landlord's action to take possession of the property, it is a defense that the resident is a victim of domestic violence. If the resident has filed for or secured a temporary domestic violence restraining order as a result of the incident that is the basis for the termination notice or as a result of a prior incident, the writ of restitution shall not issue. In all other cases where domestic violence is raised as a defense, the court has the discretion to evict the resident accused of the violation, while allowing the tenancy of the remainder of the residents to continue undisturbed.
	<u>Key Definitions:</u> n/a
County Laws	Bernalillo County: none found
	Dona Ana County: none found
	Sandoval County: none found
New York Top ^	
State Law	<u>Short Title/Citation:</u> <u>N.Y. Real Prop. Law § 227-c</u> . Termination of residential lease by victims of domestic violence.
	<u>Summary:</u> A tenant may terminate their residential lease early if the tenant or a member of the tenant's household is a victim of domestic

	violence and reasonably fears remaining in the dwelling because of potential further domestic violence. The tenant must: (1) provide written notice to the landlord stating that domestic violence has occurred and that the tenant cannot safely remain in the premises; (2) specify a termination date no earlier than 30 days after giving notice; and (3) within 25 days of giving notice, provide documentation demonstrating victimization. The documentation may include any of the following: (1) a temporary or final order of protection issued by a court of competent jurisdiction; (2) a record, complaint, or report from a federal, state, or local law enforcement agency of an act of domestic violence as described in <u>N.Y. Soc. Serv. Law § 459-a</u> or <u>N.Y. Fam. Ct. Act § 812</u>, or certifying that the tenant or a member of the tenant's household has been subjected to domestic violence; (3) a record from a health care provider for treatment related to domestic violence as described in <u>N.Y. Soc. Serv. Law § 459-a</u> or <u>N.Y. Fam. Ct. Act § 812</u>; or (4) a written verification from any other qualified third party to whom the tenant, or a member of the tenant's household reported the domestic violence. The tenant is responsible only for rent and other lease obligations accrued through the termination date, and any unpaid amounts owed before termination.
	<u>Key Definitions:</u> Victim of domestic violence <u>N.Y. Soc. Serv. Law § 459-a</u> Qualified third party <u>N.Y. Real Prop. Law § 227-c (2)(c)(iv)(A)</u>
County Laws	Kings County: none found
	Queens County: none found
	New York County: none found
North Carolina Top ^	
State Law	<u>Short Title/Citation:</u> <u>N.C. Gen. Stat. Ann. § 42-45.1</u>. Early termination of rental agreement by victims of domestic violence, sexual assault, or stalking.
	<u>Summary:</u> A “protected tenant,” which includes a victim of domestic violence, sexual assault, or stalking, may terminate his or her rental agreement for a dwelling unit by providing the landlord with a written notice of termination to be effective on a date stated in the notice that is

	at least 30 days after the landlord's receipt of the notice. The written notice must be accompanied by one of the following: (1) a copy of a valid order of protection issued by a court pursuant to Chapter 50B or 50C of the General Statutes; (2) a criminal order that restrains a person from contact with a protected tenant, or (3) a valid Address Confidentiality Program card to the victim or a minor member of the tenant's household. For victims of domestic violence or sexual assault, the notice must also be accompanied by a copy of a safety plan, dated during the term of the tenancy to be terminated, provided by a domestic violence or sexual assault program which substantially complies with the requirements set forth in N.C. Gen. Stat. Ann. § 50B-9 and must recommend relocation of the protected tenant. A tenant who is released from the rental agreement is liable for the rent due under the agreement prorated to the effective date of the termination and payable at the time that would have been required by the terms of the agreement. However, the tenant is not liable for any other rent or fees due only to the early termination of the tenancy. If a tenant terminates the agreement 14 days or more before occupancy, they are not subject to any damages or penalties. <u>Key Definitions:</u> Protected tenant N.C. Gen. Stat. Ann. § 42-40 Domestic violence N.C. Gen. Stat. Ann. § 50B-1 Personal relationship N.C. Gen. Stat. Ann. § 50B-1 Sexual offenses N.C. Gen. Stat. Ann. § 14-7B Stalking N.C. Gen. Stat. Ann. § 14-277.3A
County Laws	Wake County: none found Mecklenburg County: none found Guilford: none found
North Dakota Top ^	
State Law	<u>Short Title/Citation:</u> N.D. Cent. Code § 47-16-17.1. Termination due to domestic abuse. <u>Summary:</u> A tenant who is a victim of domestic violence or who fears imminent domestic violence against the tenant or the tenant's minor

	children if they remain in the leased premises, may terminate a residential lease without penalty or liability. The tenant must provide advance written notice to the landlord stating: (1) the tenant fears imminent domestic violence from a person named in a court order or other qualifying court record; (2) the tenant needs to terminate the tenancy; and (3) the specific date the tenancy will terminate. <u>Key Definitions:</u> Domestic violence <u>N.D. Cent. Code § 14-07.1-01 (2)</u>
County Laws	Cass County: none found
	Burleigh County: none found
	Grand Forks County: none found
Ohio Top ^	
State Law	<u>Short Title/Citation:</u> none found (Note: Lease-break legislation called the Ohio Safe Homes Act has been introduced in 2026, but the bill (<u>H.B. 855</u>) has not been enacted.).
	<u>Summary:</u> n/a
	<u>Key Definitions:</u> n/a
County Laws	<u>Newburgh Heights, Ohio: Ordinance Chapter 726</u> provides lease protections for domestic violence victims. A tenant may terminate a rental agreement or have the tenant's name removed from the rental agreement if the tenant is a victim of domestic violence. The tenant must provide written notice to the landlord within 90 days of the incident of domestic violence and must supply the landlord with a civil protection order (or other protection or no-contact order). The landlord and tenant must agree to a termination date of the lease within 30 days of the date of notice to the landlord. <u>Key Definitions:</u> Domestic violence <u>Newburgh Heights, Ohio County Code 726.01 (a)(1)</u>; see also <u>Ohio Rev. Code § 3113.31 (A)(1)</u> Household member <u>Newburgh Heights, Ohio County Code 726.01 (a)(2)</u>
	None found in other counties.

Oklahoma

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State Law	<u>Short Title/Citation:</u> <u>Okla. Stat. tit. 41, § 111(F)</u>. Termination of tenancy. See also <u>Okla. Stat. tit. 41, § 113.3</u>. Victims of domestic violence, sexual violence, or stalking.
	<u>Summary:</u> A tenant who is a victim of domestic violence, sexual violence, or stalking may terminate the residential lease without penalty by providing written notice to the landlord and a protective order relating to the incident. The tenant must provide the notice and protective order within 30 days of the incident, unless the landlord waives the time period.
	<u>Key Definitions:</u> Domestic abuse <u>Okla. Stat. tit. 22, § 60.1 (2)</u> Stalking <u>Okla. Stat. tit. 22, § 60.1 (10)</u>
County Laws	Oklahoma County: none found
	Tulsa County: none found
	Cleveland County: none found

Oregon

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State Law	<u>Short Title/Citation:</u> <u>Or. Rev. Stat. § 90.453</u>. Release of victim from tenancy.
	<u>Summary:</u> A tenant who has been a victim of domestic violence, sexual assault, bias crime, or stalking within the preceding 90 days may end their rental agreement early by giving the landlord at least 14 days' written notice that specifies the release date and names any immediate family members to be released along with them. The notice must include verification of victim status, which includes: (1) a copy of a valid order of protection issued by a court; (2) a copy of a federal agency or state, local or tribal police report regarding an act of domestic violence, sexual assault, bias crime or stalking against the tenant; (3) a copy of a conviction of any person for an act of domestic violence, sexual assault, bias crime or stalking against the tenant; or (4) a statement substantially in the form set forth in <u>Or. Rev. Stat. § 90.453 (3)</u>.

	Once released, the tenant and any immediate family members are not liable for rent or damages incurred after the release date and cannot be charged any fee solely because of the termination. If the perpetrator was incarcerated or residing more than 100 miles from the victim's home for any period of time within the 90 days of when the incident occurred, this tolls the 90 days for that amount of time.
	<u>Key Definitions:</u> Bias crime Or. Rev. Stat. § 90.100 (5); see also ORS 147.380 (1)(a) Domestic violence Or. Rev. Stat. § 90.100 (12); see also Or. Rev. Stat. § 107.705 Landlord Or. Rev. Stat. § 90.100 (25) Immediate family member Or. Rev. Stat. § 90.453 (1)(a) Qualified third party Or. Rev. Stat. § 90.453 (1)(b) Sexual assault Or. Rev. Stat. § 90.100 (46); see also Or. Rev. Stat. § 147.450 (2) Stalking Or. Rev. Stat. § 90.100 (48); see also Or. Rev. Stat. § 163.732 Tenant Or. Rev. Stat. § 90.100 (51) Verification Or. Rev. Stat. § 90.453 (1)(c) Victim Or. Rev. Stat. § 90.100 (55) Victim services provider Or. Rev. Stat. § 90.453 (1)(d)
City Ordinances	Portland (Multnomah County): none found
	Eugene: none found
	Salem: none found
Pennsylvania Top ^	
State Law	<u>Short Title/Citation:</u> Currently, Pennsylvania law provides a public housing tenant who is a victim of domestic or sexual violence with a limited right of relocation, see 35 P.S. § 1553.3. Relocation. (Note: Lease-break legislation was introduced in 2025 and passed the Pennsylvania Assembly in April 2026, but the bill (H.B. 72) has not been enacted.).
	<u>Summary:</u> Under 35 P.S. § 1553.3, a tenant must provide a current protection order and a proposed date for termination of a lease. The housing authority must make a good faith effort in consultation to provide a safe and suitable dwelling for the tenant seeking relocation.

	<u>Key Definitions:</u> Domestic or sexual violence <u>35 P.S. § 1553.3 (n)</u> Attesting third party <u>35 P.S. § 1553.3 (n)</u>
County Laws	Philadelphia (City): <u>Philadelphia Ordinance § 9-804 (2)(d)</u> makes it unlawful for owner, landlord, agent or other person operating or managing premises to terminate a lease with a tenant or modify any term or condition in retaliation for an incident of domestic violence or sexual assault in which a tenant was the victim, or a tenant's status as a victim of domestic violence or sexual assault.
	Allegheny County: none found
	Montgomery County: none found
Rhode Island Top ^	
State Law	<u>Short Title/Citation:</u> <u>R.I. Gen. Stat. § 34-18-63</u>. Early lease termination by tenant due to abuse, domestic violence, sexual assault, or stalking. (Note: This lease-break legislation was adopted in June 2026, <u>P.L. 2026, chs. 148</u>).
	<u>Summary:</u> A tenant (or tenant's household member) who is a victim of abuse, domestic violence, sexual assault, or stalking within the past 150 days or who fears for their safety due to an event in the past 150 days that is related to past abuse, may terminate a lease or rental agreement if they comply with one of the following requirements: (1) the tenant/victim provides the landlord with written verification that they have a valid protective order against the perpetrator of the abuse, domestic violence, sexual assault, or stalking; or (2) the tenant/victim does one of the following things: (A) starts the process to obtain a protective order and provides written verification of that to the landlord; (B) reports the abuse, domestic violence, sexual assault, or stalking to a law enforcement agency and provides written verification of that to the landlord; or (C) provides written verification from a law enforcement official, attorney, healthcare provider, social worker, mental health counselor, therapist, domestic violence advocate, sexual assault advocate, child abuse advocate, or other victim's advocate at a nonprofit organization, college, university, or state agency, that the tenant/victim is a victim of abuse, domestic violence, sexual assault, or stalking.

	Typically, the landlord must keep the written verification of abuse confidential; however, disclosure is allowed when: (1) the tenant/victim requests and consents to the disclosure in writing; or (2) it is required by law. The tenant/victim must vacate the rental property within 30 days of giving the landlord notice or the landlord and tenant/victim can agree to another time period. If the tenant/victim is solely or jointly required to pay rent per the lease or rental agreement, then the tenant/victim is only liable through the later of the date of termination or the date the tenant/victim actually vacates the rental. The tenant/victim is entitled to a refund of their deposit or any prepaid rent, as long as full possession of the rental is turned over to the landlord without any damage. The landlord must provide the tenant/victim with a statement of the basis for keeping any part of the security deposit or prepaid rent, along with any refund, within 20 days of the date the tenancy ends. <u>Key Definitions:</u> Abuse <u>R.I. Gen. Stat. § 34-18-11 (2)</u> Domestic violence <u>R.I. Gen. Stat. § 34-18-11 (5)</u> Household member <u>R.I. Gen. Stat. § 34-18-11 (9)</u> Tenant <u>R.I. Gen. Stat. § 34-18-11 (20)</u>
Municipal Laws	Providence: none found
	Cranston: none found
	Warwick: none found
South Carolina Top ^	
State Law	<u>Short Title/Citation:</u> <u>S.C. Code Ann. § 27-40-350</u>. Termination of rental agreement by protected tenant. (Note: This statute was enacted in 2026 and took effect May 18, 2026, see <u>Act No. 184, R180, H3569</u>).
	<u>Summary:</u> A “protected tenant,” which refers to a victim of domestic abuse or violence, may: (1) terminate the tenant’s future obligations under a rental agreement within 60 days of the date of a documented qualifying incident; and 2) not be held liable for penalties or fees that might otherwise be imposed for early termination. This statute applies only where both the victim and the perpetrator are leaseholders on the same property.

	The protected tenant must: (1) provide the landlord with written notice of intent to terminate within 60 days after the documented qualifying incident; (2) accompany the notice with documentation of the qualifying incident, specifically, a restraining order, an order of protection, or evidence of a conviction for domestic violence or abuse; and (3) relinquish all legal rights of possession to the premises. The termination is effective on the date stated in the notice, provided that date is at least 30 days after the landlord's receipt of the notice unless the landlord consents in writing to an earlier date. The protected tenant remains responsible for rent and all other amounts owed through the effective termination date but is not liable for early termination fees or penalties. The protected tenant is also liable for any damage caused to the premises prior to termination. Security deposits are not required to be returned until the end of the lease if they would otherwise be due under the lease terms. <u>Key Definitions:</u> Protected tenant S.C. Code Ann. § 27-40-210 (19) Qualifying incident S.C. Code Ann. § 27-40-210 (20) Abuse S.C. Code Ann. § 20-4-20 (a) Household member S.C. Code Ann. § 20-4-20 (b); S.C. Code Ann. § 16-25-10 Order of protection S.C. Code Ann. § 20-4-20 (f)
County Laws	Greenville County: none found Horry County: none found Charleston County: none found
South Dakota Top ^	
State Law	Short Title/Citation: S.D. Codified Laws § 43-32-19.1. Domestic abuse—Unlawful sexual behavior—Stalking—Termination of lease—Notice requirements. Summary: A tenant or household member who is the victim of alleged domestic abuse, unlawful sexual behavior, or stalking may terminate the lease and vacate a rental unit without penalty on or before a specified date, provided: (1) the tenant provides landlord with written notice that termination is due to tenant's fear of imminent danger or injury to the tenant or to a member of the tenant's household; and (2) the tenant

	attached one of the following to the notice: (A) a police report regarding an alleged incident of domestic abuse, unlawful sexual behavior, or stalking, signed within the prior 30 days; (2) a protection order issued in response to the alleged domestic abuse, unlawful sexual behavior, or stalking and issued within the prior 30 days; or (3) documentation signed by a licensed health care provider indicating that: (i) within the prior 30 days, the provider examined the tenant or household member; (ii) the examination was within the provider's scope of practice; and (iii) as a result of the examination, the provider has reasonable cause to believe the tenant or household member was a victim of alleged domestic abuse, unlawful sexual behavior, or stalking.
	Key Definitions: none found
County Laws	Minnehaha County: none found
	Pennington County: none found
	Lincoln County: none found
Tennessee Top ^	
State Law	Short Title/Citation: <u>Tenn. Code Ann. § 66-28-205</u>. Termination of residential lease by domestic abuse victim, sexual assault victim, or stalking victim. (applicable to tenancies governed by the Uniform Residential Landlord and Tenant Act); <u>Tenn. Code Ann. § 66-7-112</u>. Termination of residential lease by domestic abuse victim, sexual assault victim, or stalking victim. (applicable to tenancies not governed by the Act). The two statutes are essentially identical.
	Summary: A tenant may terminate a residential rental or lease agreement (entered into or renewed on or after July 1, 2021) by: (1) providing the landlord with written notice requesting release from the agreement; (2) mutually agreeing on a release date within the next 30 days from the date of the written notice; and (3) either providing a copy of a valid order of protection (<u>Tenn. Code Ann. § 36-3-6</u>) or documentation evidence a criminal charge of domestic abuse, sexual assault, or stalking, based on a police report reflecting that the tenant or household member was subject to domestic abuse, sexual assault, or stalking, regardless of whether the alleged victim is an adult or a child. The notice must state that the tenant or household member is a domestic abuse victim, sexual assault victim, or stalking victim.

	The documentation that the tenant offers in support of the termination request must be dated no more than 60 days prior to the tenant's notice to the landlord. The tenant will vacate the premises within 30 days of giving notice to the landlord or at another time as may be agreed upon. The tenant is responsible for: (1) The rent payment for the full month in which the tenancy terminates; and (2) the previous obligations outstanding on the termination date.
	<u>Key Definitions:</u> Abuse <u>Tenn. Code Ann. § 36-3-601 (1)(A)</u> Domestic abuse victim <u>Tenn. Code Ann. § 36-3-601 (5)</u> Household member <u>Tenn. Code Ann. § 66-28-205 (a)(2); Tenn. Code Ann. § 66-7-112 (a)(2)</u> Sexual assault victim: <u>Tenn. Code Ann. § 36-3-601 (12)</u> Stalking victim: <u>Tenn. Code Ann. § 36-3-601 (13)</u>; see also <u>Tenn. Code Ann. § 39-17-315</u>
County Laws	Shelby County: none found
	Davidson County: none found
	Knox County: none found
Texas Top ^	
State Law	<u>Short Title/Citation:</u> <u>Tex. Prop. Code Ann. § 92.016</u>. Right to vacate and avoid liability following family violence; <u>Tex. Prop. Code Ann. § 92.0161</u>. Right to vacate and avoid liability following certain sex offenses or stalking.
	<u>Summary:</u> A tenant may terminate their residential lease early if the tenant is a victim of family violence. The tenant must: (1) obtain and provide a copy of one of the following to the landlord: (A) a temporary injunction issued as part of divorce proceeding under Tex. Fam. Code Ann § 6.501; (B) temporary ex parte order for protection; (C) a protective order; (D) an order of emergency protection; or (E) documentation from a licensed health care services provider, a licensed mental health services provider, or a qualified advocate; (2) provide written notice of termination of the lease to the landlord at least 30 days in advance; and (3) vacate the dwelling by the date stated in the written notice. Advance notice to the landlord is not required if the perpetrator is a cotenant or occupant. Upon compliance, the tenant owes no future

	rent or early-termination penalties, though the tenant remains liable for unpaid rent or other amounts owed before termination. A tenant may terminate their residential lease early if the tenant is a victim or parent or guardian of a victim of certain sexual offenses or stalking within the preceding six-month period. The tenant must: (1) obtain and provide a copy of one of the following to the landlord: (A) a protective order; (B) documentation of medical treatment or mental health treatment from a licensed provider (and a law enforcement incident report or other law enforcement agency record for victims of stalking) or (C) proof of service from a rape crisis center (and a law enforcement incident report or other law enforcement agency record for victims of stalking); (2) provide written notice of termination of the lease to the landlord at least 30 days in advance; and (3) vacate the dwelling by the date stated in the written notice. <u>Key Definitions:</u> Family violence <u>Tex. Fam. Code Ann. § 71.004</u> Dwelling <u>Tex. Prop. Code Ann. § 92.001 (1)</u> Landlord <u>Tex. Prop. Code Ann. § 92.001 (2)</u> Occupant <u>Tex. Prop. Code Ann. § 92.016 (b)</u> Sexual offenses <u>Tex. Penal Code Ann. § 22.011</u> (sexual assault); <u>Tex. Penal Code Ann. § 22.021</u> (aggravated sexual assault); <u>Tex. Penal Code Ann. § 21.11</u> (indecentcy with a child); <u>Tex. Penal Code Ann. § 43.25</u> (sexual performance by a child); <u>Tex. Penal Code Ann. § 21.02</u> (continuous sexual abuse of a young child or disabled person); <u>Tex. Penal Code Ann. § 15.01</u> (attempt of any of the foregoing offenses) Stalking <u>Tex. Penal Code Ann. § 42.072</u> Tenant <u>Tex. Prop. Code Ann. § 92.001 (6)</u>
County Laws	Harris County: none found
	Dallas County: none found
	Tarrant County: none found
Utah Top ^	
State Law	<u>Short Title/Citation:</u> <u>Utah Code Ann. § 57-22-5.1</u>. Crime victim's right to new locks -- Domestic violence victim's right to terminate rental agreement -- Limits an owner relating to assistance from public safety agency.

	<u>Summary:</u> A victim of domestic violence can end their lease early if they provide the property owner/landlord with: (1) a court order protecting the renter from a domestic violence perpetrator or a copy of a police report documenting that the renter is a victim of domestic violence and is not the predominant aggressor under Utah Code Ann.77-36-2.2(3); (2) provides the owner with a written notice of termination that includes the date on which the renter intends to vacate the renter's residential rental unit; and (3) pays the owner a termination fee (equivalent to one month's rent under the rental agreement) on the later of the day on which: (A) the renter provides the owner with a written notice of termination; or (B) the renter vacates the renter's residential rental unit. The tenant/victim must vacate the rental property within 15 days of the date they give notice to the landlord and pay rent during these 15 days. <u>Key Definitions:</u> Court order Utah Code Ann. § 57-22-5.1 (1)(a); see also Utah Code Ann. § 78B-7-102 Domestic violence; domestic violence victim Utah Code Ann. § 57-22-5.1 (1)(c), (g); Utah Code Ann. § 77-36-1 (5) Termination fee Utah Code Ann. § 57-22-5.1 (h)
County Laws	Salt Lake County: none found Utah County: none found Davis County: none found
Vermont Top ^	
State Law	<u>Short Title/Citation:</u> Vt. Stat. Ann. tit. 9, § 4472. Right to terminate rental agreement. <u>Summary:</u> A protected tenant may terminate a rental agreement without penalty or liability if he or she reasonably believes it is necessary to vacate their unit: (1) based on a fear of imminent harm to any protected tenant due to abuse, sexual assault, or stalking; or (2) if any protected tenant was a victim of sexual assault that occurred on the premises within the six months preceding the date of his or her notice of termination. Not less than 30 days before the date of termination, the protected tenant must provide to the landlord: (1) a written notice of termination; and (2) documentation from one or more of the following

	sources supporting his or her reasonable belief that it is necessary to vacate the dwelling unit: (A) a court, law enforcement, or other government agency; (B) an abuse, sexual assault, or stalking assistance program; (C) a legal, clerical, medical, or other professional from whom the tenant, or the minor or dependent of the tenant, received counseling or other assistance concerning abuse, sexual assault, or stalking; or (D) a self-certification of a protected tenant's status as a victim of abuse, sexual assault, or stalking, signed under penalty of perjury, on a standard form adopted for that purpose by (i) a federal or State government entity, including the federal Department of Housing and Urban Development or the Vermont Department for Children and Families; or (ii) a nonprofit organization that provides support services to protected tenants.
	<u>Key Definitions:</u> Abuse <u>Vt. Stat. Ann. tit. 9, § 4471 (1)</u> Protected tenant <u>Vt. Stat. Ann. tit. 9, § 4471 (2)</u> Sexual assault and stalking <u>Vt. Stat. Ann. tit. 9, § 4471 (1)</u>
County Laws	Chittenden County: none found
	Rutland County: none found
	Washington County: none found
Virginia Top ^	
State Law	<u>Short Title/Citation:</u> <u>Va. Code Ann. § 55.1-1236</u>. Early termination of rental agreements by victims of family abuse, sexual abuse or other criminal sexual assault, or stalking.
	<u>Summary:</u> Any tenant who is a victim of, family abuse, sexual abuse or other criminal sexual assault, stalking, or trafficking may terminate such tenant's obligations under a rental agreement under the following circumstances: (1) the victim has obtained an order of protection during the term of an active and current rental agreement and has given written notice of termination during the period of the protective order or any extension thereof; (2) the victim has obtained a preliminary protective order or a permanent protective order during the term of an active and current rental agreement and has given written notice of termination during the period of the protective order or any extension thereof; or (3) a court has entered an order convicting a perpetrator of sexual abuse, family abuse, stalking, or trafficking against the victim

	during the term of an active and current rental agreement and the victim gives written notice of termination. A qualifying tenant must by serve on the landlord a written notice of termination to be effective 28 days after the tenant serves the notice. The tenant must also provide the landlord with a copy of (1) the order of protection issued or (2) the conviction order, warrant, summons, information, or indictment.
	<u>Key Definitions:</u> Family abuse <u>Va. Code Ann. § 16.1-228 (2)</u> Sexual abuse <u>Va. Code Ann. § 18.2-67.10 (6)</u> Criminal sexual assault <u>Va. Code Ann. 18.2-61</u> Stalking <u>Va. Code Ann. § 18.2-60.3</u>
County Laws	Fairfax County: none found
	Prince William County: none found
	Loudoun County: none found

Washington

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State Law	Short Title/Citation: <u>Wash. Rev. Code § 59.18.575</u>. Victim protection—Notice to landlord—Termination of rental agreement—Procedures.
	Summary: A tenant can terminate a rental agreement by providing written notice to the landlord that the tenant or household member was the victim of domestic violence, sexual assault, unlawful harassment, or stalking and either: (1) the tenant or household member has a relevant protection order; or (2) the tenant or the household member has reported the domestic violence, sexual assault, unlawful harassment, or stalking to a qualified third party. Once provided to the landlord, the tenant may terminate the rental agreement and quit the premises without further obligation under the rental agreement effective after the last day of the month in which they quit the promises. However, the request to terminate the rental agreement must occur within 90 days of the reported act, event, or circumstance that gave rise to the protection order or the report to a qualified third party. The record of the report to the qualified third party must be signed and dated, and must state: (1) the tenant or household member notified them that they were a victim or domestic violence, sexual assault,

	unlawful harassment, or stalking; (2) the time and date of the act(s); (3) the location where the act(s) occurred; and (4) a brief description. A record must be signed and dated by the qualified third party starting: (1) the tenant or household member notified them that he or she was a victim of domestic violence, sexual assault, unlawful harassment, or stalking; (2) the time and date of the act or acts; (3) the location where the acts occurred; (4) a brief description of the act; and (5) that the tenant or household member informed them of the name of the alleged perpetrator of the act(s). However, the report provided to the landlord shall <i>not</i> include the name of the perpetrator.
	Key Definitions: Domestic Violence Wash. Rev. Code § 7.105.010 (10) Household Member Wash. Rev. Code § 59.18.570 (3) Landlord Wash. Rev. Code § 59.18.570 (4) Qualified Third Party Wash. Rev. Code § 59.18.570 (5) Sexual Assault Wash. Rev. Code § 70.125.030 (7) Stalking Wash. Rev. Code § 9A.46.110; see also Wash. Rev. Code § 7.105.010 (35) Unlawful Harassment Wash. Rev. Code § 59.18.570 (9); see also Wash. Rev. Code § 7.105.010 (37)
County Laws	King County: none found
	Pierce County: none found
	Snohomish County: none found
West Virginia Top ^	
State Law	<u>Short Title/Citation:</u> none found (Note: Lease-break legislation was introduced in 2024 and 2014, but the bills, H.B. 5333 (2024) and H.B. 4459 (2014), were not adopted.).
	<u>Summary:</u>
	<u>Key Definitions:</u>
County Laws	Kanawha County: none found
	Berkeley County: none found
	Monongalia County: none found

Wisconsin

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State Law	<u>Short Title/Citation:</u> <u>Wis. Stat. § 704.16</u> . Termination of tenancy for imminent threat of serious physical harm; changing locks.
	<u>Summary:</u> A tenant may terminate a residential tenancy if the tenant or the tenant's child faces an imminent threat of serious physical harm from another person and the tenant provides the landlord with notice and a certified copy of qualifying documentation, which may include: (1) an injunction order protecting the tenant or the tenant's child; (2) a criminal complaint alleging stalking or domestic abuse; or (3) a condition of release or other qualifying court document restricting contact with the tenant. A tenant may also terminate the tenancy if the tenant provides notice and a certified copy of qualifying documentation relating to sexual assault, including an injunction order or criminal complaint. A tenant who vacates the premises and provides qualifying documentation and notice is not liable for rent after the end of the month following the month in which notice is provided or the tenant vacates the premises, whichever is later, subject to the landlord's duty to mitigate damages.
	<u>Key Definitions:</u> Domestic abuse <u>Wis. Stat. § 968.075</u> Stalking <u>Wis. Stat. § 940.32</u> Sexual assault <u>Wis. Stat. §§ 940.225, 948.02, 948.025</u>
County Laws	Milwaukee County: none found
	Dane County: none found
	Waukesha County: none found

Wyoming

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State Law	<u>Short Title/Citation:</u> <u>Wyo. Stat. Ann. §§ 1-21-1301 through 1-21-1304</u> . Wyoming Safe Homes Act.
	<u>Summary:</u> The Wyoming Safe Homes Act is structured as an affirmative defense the tenant can raise if the landlord later sues for unpaid rent. A tenant or person within the tenant's household who is victim of domestic abuse or sexual violence on the leased premises or under credible imminent threat of domestic abuse or sexual violence on

	the leased premises, can vacate the premises if they give 7 days written notice to the landlord. In situations where a tenant (or member of their household) is under credible imminent threat of domestic abuse or sexual violence at the leased premises, the written notice must demonstrate the threat by medical, court, or police evidence. In situations where a tenant (or member of their household) has been a victim of domestic abuse or sexual violence at the leased premises, the written notice must include the date of the violence, and the tenant must provide medical, court or police evidence to the landlord of the domestic abuse or sexual violence. The violence or abuse must have taken place within 60 days before the written notice is given, unless the reason the tenant could not give notice was a result of the domestic abuse or sexual violence (for example, hospitalization or seeking shelter or counseling.)
	<u>Key Definitions:</u> Domestic abuse Wyo. Stat. Ann. § 1-21-1302 (a)(i); see also Wyo. Stat. Ann. § 35-21-102 (a)(iii) Landlord Wyo. Stat. Ann. § 1-21-1302 (a)(ii) Sexual violence Wyo. Stat. Ann. § 1-21-1302 (a)(iii)
County Laws	Laramie County: none found
	Natrona County/Casper: none found
	Campbell County: none found
American Samoa Top ^	
State Law	<u>Short Title/Citation:</u> none found
	<u>Summary:</u> n/a
	<u>Key Definitions:</u> n/a
Municipal Laws	none found

Guam

[Top ^](#)

State Law

Short Title/Citation: 21 GCA § 48501. Early Termination of Rental Agreement. (Note: provision is part of Guam Safe Housing Act of 2020).

Summary: A victim of family violence, criminal sexual conduct, or stalking may break a residential lease early without penalty and vacate the property without further obligation, provided they give the landlord written notice and are seeking to leave out of fear of imminent danger to themselves or their children. The tenant must also supply evidence of victim status, which may be a police report written within the prior 30 days, a valid restraining or protective order, or a statement written within the prior 30 days from a licensed medical or mental health professional who has examined or consulted with the victim.

Upon terminating the lease, the tenant owes one month's rent following the date they vacate, payable within 90 days, after which they are released from any further rent obligation without penalty—though this does not erase rent or other amounts already owed before the notification. Any other, non-victim tenants on the same agreement remain bound by their own obligations under the lease. This statute (§ 48501) works together with other provisions of the Guam Safe Housing Act of 2020, which protects a qualifying victim against eviction and certain damage liability (§ 48502), requires lock changes where the victim lives with a restrained perpetrator (§ 48503), prohibits discrimination and retaliation (§ 48504), bars the landlord from disclosing the victim's information (§ 48505), and provides remedies for a knowingly false notice while protecting good-faith compliance (§ 48506).

Key Definitions:

Criminal sexual conduct 9 GCA §§ 25.10-25.30; 9 GCA § 25.35

Evidence 21 GCA § 48501 (b)

Family violence 9 GCA §§ 30.10 (a), 30.20

Landlord 21 GCA § 48102 (j)

Rent 21 GCA § 48102 (n)

Rental agreement 21 GCA 48102 (o)

Stalking 9 GCA § 19.70

Tenant 21 GCA 48102 (q)

Municipal Laws	Dededo: none found
	Yigo: none found
	Tamuning: none found
Northern Mariana Islands Top ^	
State Law	<u>Short Title/Citation:</u> none found
	<u>Summary:</u> n/a
	<u>Key Definitions:</u> n/a
Municipal Laws	Saipan: none found
	Rota: none found
	Tinian: none found
Puerto Rico Top ^	
State Law	<u>Short Title/Citation:</u> none found
	<u>Summary:</u> n/a
	<u>Key Definitions:</u> n/a
Municipal Laws	San Juan: none found
	Bayamon: none found
	Carolina: none found
U.S. Virgin Islands Top ^	
State Law	<u>Short Title/Citation:</u> V.I. Code tit. 28, § 753. Prohibited provisions in lease agreement regarding domestic violence; release from rental agreement.
	<u>Summary:</u> A tenant who is a victim of domestic violence or domestic abuse may terminate the residential lease by providing the landlord with at least 14 days written notice stating that the tenant seeks to vacate due to fear of imminent danger for the tenant or the tenant's children and specifying the termination date. The tenant must also provide evidence of domestic violence or domestic abuse in the form of a police report written within 90 days preceding the notice. Upon compliance, the landlord must release the tenant from the lease, and the tenant may

	vacate the premises without further obligation except as provided in the statute. The tenant is not liable for damages to the dwelling unit incurred after the release date and is not subject to any fee solely because of termination of the lease.
	<u>Key Definitions:</u> Domestic violence <u>V.I. Code tit. 16, § 91</u>
County Laws	N/A (U.S. Virgin Islands does not use county-level government)