

How to End Your Lease Early in Washington, D.C. if You Experienced Domestic Violence and Have a Protective Order

If you live in DC and got a protective order because you experienced domestic violence, you have the right to end your lease early. **Your landlord isn't allowed to charge you money or keep your security deposit because you are ending your lease early.**

End your lease early by taking three steps:



Step 1: Go to the next page and fill out the attached letter.

This letter tells your landlord that you are breaking your lease. It makes sure they know they can't withhold your security deposit. You just need to add some basic information for you (the tenant) and your landlord.



Step 2: Send the letter and a copy of the protective order to your landlord.

*You can email it, mail it, or give it to them in person. Note: Make a copy. Do **not** give away the original protection order (signed by the judge).*



Step 3: Once you have a safe address, tell your landlord a safe address to send your security deposit.

How long do I have to work on this? You have **90 days** (about 3 months) from the date of the incident you are reporting to tell your landlord that you are ending your lease early.

If your landlord tries to charge you money or keep your security deposit, they might be breaking the law. If you have questions about what your landlord is doing, call Legal Aid at (202)-628-1161 or go to www.legalaiddc.org/online-intake.

If you don't have a protective order and want to get one, call DC SAFE at (844) 443-5732 or the D.C. Court Domestic Violence Division Clerk's office at (202) 879-0157.

Need Help? Call Legal Aid at (202) 628-1161 or go to www.legalaiddc.org/online-intake.

Your Name

Your Mailing Address

Date

Name of Landlord or Housing Provider

Your Landlord's Address

Re: Notice of Lease Termination pursuant to D.C. Code § 42-3505.07

Dear Housing Provider:

I, _____, am writing to provide you with formal notice of my intent to terminate the lease agreement on my rental unit number _____.

Pursuant to D.C. Code § 42-3505.07, you are required to terminate my lease agreement within fourteen (14) days of notification without penalty because:

1. I am a victim of an intrafamily offense as defined by D.C. Code § 16-1001(8), and
2. I have a protection order issued pursuant to D.C. Code § 16-1005 (copy enclosed).

Under D.C. Code § 42-3505.07, you **may not** charge me more than rent prorated to 14 days from today or leasing the unit to someone else, whichever is earlier. You **cannot** keep my security deposit as a penalty for terminating the lease early. *See* D.C. Code § 42-3505.07(f). I will notify you of the forwarding address for purposes of returning the security deposit to me.

If you have any questions, please contact me at _____. Thank you.
Phone or email address

Sincerely,

Signature (Tenant Name)

Also in the envelope: Copy of Civil Protection Order