

To get counseling about the abuse you experienced:

- National Domestic Violence Hotline, 1-800-799-7233
- National Center for Victims of Crime, 1-800-394-2255
- National Sexual Assault Hotline, 1-800-656-4673

For other information:

- Dial 211 to get information on agencies that can help you find new housing, counseling, and legal services.



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Know Your Rights: Breaking Your Lease to Escape Violence

Civil Code 1946.7

Are you a victim of domestic violence,
sexual assault, or stalking?
Do you need to break your lease and
move to protect your safety?

Civil Code 1946.7 may help you.

The Right to Break Your Lease to Escape Violence

1. What is Civil Code 1946.7?

Civil Code 1946.7 allows people who have a restraining order or a police report to break their leases without owing additional rent.

The law applies only to victims of:

- Domestic violence,
- Sexual assault, OR
- Stalking.

2. What is the law's purpose?

Usually, if you move before your lease ends, you can be held responsible for all the rent that would be owed until your lease expires. Your landlord can sue you for this money. Civil Code 1946.7 allows you to break the lease, move out, and no longer be required to pay rent.

3. When should I use this law?

You can use the law if you:

- Rent an apartment and have a lease.
- Have a restraining order or police report.
- Need to move because you are a victim of domestic violence, sexual assault, or stalking.

4. How do I notify the landlord?

You must notify your landlord in writing that you were a victim of domestic violence, sexual assault, or stalking, and that you want to end the lease. Be sure to date the notice.

5. How much notice must I give the landlord?

You must give the landlord at least 30 days' notice before the lease can end. You are free to leave your apartment anytime after giving your landlord the notice. But you will still be responsible for the rent up to 30 days after giving the landlord the notice.

6. What type of proof do I need?

You must give your landlord either:

- A restraining order, OR
- A police report showing that you were the victim of domestic violence, sexual assault, or stalking.

The police report or restraining order can be no more than 60 days old.

7. What if I have roommates?

Your roommates can remain in the unit, even after you move out. They must continue to pay the full amount of rent, including your share.

8. What will happen to my deposit?

Your deposit will be treated the same way as if you had moved out at the end of your lease. The landlord must return your deposit within 21 days after you leave. The landlord can deduct money for unpaid rent, damages beyond ordinary wear and tear, and cleaning charges.

9. What if I have a month-to-month rental agreement?

You do not need to use Civil Code 1946.7 if you have a month-to-month rental agreement. You can move by giving your landlord written notice that you will leave the unit in 30 days.

10. What if I do not have a police report or restraining order?

The law requires that you have either a police report or restraining order. If you don't have these documents, ask a domestic violence agency or legal aid to help you talk to your landlord. These agencies can also help you get a restraining order.

11. What if I need help to use the law?

If you believe your landlord isn't following the law, contact a legal aid attorney, fair housing agency, or domestic violence agency.