



California Civil Code § 1946.7 Toolkit: Early Lease Termination for Survivors May 2014

Dear Advocates:

California Civil Code § 1946.7 allows survivors of domestic violence, sexual assault, human trafficking, stalking, elder abuse, and dependent adult abuse to end their leases early. This law empowers survivors to leave abusive situations while avoiding the usual penalties associated with breaking a lease. The toolkit is meant to serve as an introduction to the law's protections, reflects amendments made to the law that are effective this year, and includes materials for both survivor advocates and their clients.

The toolkit contains:

1. A brochure for survivors in English
2. A brochure for survivors in Spanish
3. A Q & A for advocates
4. A sample 30-day notice that survivors can use to end their leases.
5. A template for a qualified third party statement
6. Safety planning concerns that should be addressed when using the law.
7. The text of Civil Code § 1946.7

Please note that the brochures (Items 1 & 2) are designed with room to include your organization's logo and contact information. If you have further questions concerning this toolkit or the law's protections, please contact:

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9. What needs to go in this document signed by a professional?

The law contains specific language that should be included in the document. Additionally, the law requires that the victim include a signed statement that he or she has experienced abuse. For help preparing this document, you should contact your local legal aid or domestic violence agency.

10. What will happen to my security 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.

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

You may not need to use Civil Code 1946.7 if you have a month-to-month rental agreement. You might be able to move by simply giving your landlord written notice that you will leave the unit in 30 days. However, check with a legal aid attorney to figure out the terms of your rental agreement.

12. 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.

13. Can my landlord tell anyone that I am a victim of abuse?

The law prohibits your landlord from sharing any information you provide to the landlord about the abuse unless you give the landlord written permission, or the landlord is required to do so by another law or court order. The landlord may contact the professional who signed a document stating you were abused to confirm that the document is true.

14. 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.



**Know Your Rights:
Breaking Your Lease
to Escape Violence**

Civil Code 1946.7

Are you or a household member a victim of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse?

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?

California Civil Code 1946.7 allows certain victims of abuse who have a restraining order, a police report, or documentation from a qualified third-party to break their leases without owing additional rent.

This law protects victims of:

- Domestic violence;
- Sexual assault;
- Stalking;
- Human trafficking;
- Elder abuse; or
- Dependent adult abuse.

The law also protects family members who live with the victim of abuse.

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 notify your landlord, break the lease, move out, and no longer be required to pay rent.

3. When can I use this law?

You can use the law if you:

- Rent and have a lease;
- Have a restraining order/protective order, a police report, or a signed document from a certain kind of professional; and
- Need to move because you are, or a family member living with you is, a victim of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse.

4. How do I tell the landlord?

You must notify your landlord in writing that you are (or a family member living with you is) a victim of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse, 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. However, 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 one of the following:

- a copy of a restraining order or protective order;
- a police report showing that you are the victim of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse; OR
- a signed document from a certain type of professional that verifies your status as a victim of abuse.

7. If I have a police report or restraining order, how long do I have to break my lease?

The police report or restraining order/protective order can be no more than 180 days old.

8. Can I break my lease without a police report or protective order?

Yes. California Civil Code 1946.7 allows you to break your lease without obtaining a protective order or police report. You can break your lease by obtaining a signed document from a "qualified third party," or a professional such as a doctor, registered nurse, psychologist, licensed clinical social worker, domestic violence or sexual assault counselor, among others. You must also sign this document. If you need help obtaining this type of document, your local legal aid office or domestic violence agency can help prepare the document and direct you to a professional who can sign it.

El artículo 1946.7 del Código Civil puede ayudarlo.

9. ¿Qué se debe incluir en este documento firmado por un profesional?

La ley contiene lenguaje específico que debe incluirse en el documento. Además, la ley exige que la víctima incluya una declaración firmada que indique que él o ella ha sufrido maltrato. Para obtener ayuda para preparar este documento, debe ponerse en contacto con la oficina de asistencia legal local o la agencia de violencia doméstica.

10. ¿Qué sucede con mi depósito de garantía?

Su depósito se considerará de la misma forma que si se hubiese mudado al finalizar su contrato de arrendamiento. El arrendador deberá devolverle el depósito en el plazo de 21 días después de mudarse. El arrendador podrá deducir dinero por alquileres adeudados, daños que exceden el desgaste normal y gastos de limpieza.

11. ¿Qué sucede si tengo un contrato de arrendamiento por mes?

No es necesario usar el artículo 1946.7 del Código Civil si tiene un contrato de arrendamiento por mes. Puede mudarse notificando simplemente a su arrendador por escrito que abandonará la unidad en 30 días. No obstante, verifique con un abogado de asisten-

cia legal para comprender los términos de su contrato de arrendamiento.

12. ¿Qué sucede si comparto la vivienda con otras personas?

Sus compañeros de vivienda pueden continuar en la unidad, aun después de que usted se haya mudado. Deberán seguir pagando el importe total del alquiler, incluida su parte.

13. ¿El arrendador puede decirle a cualquiera que soy víctima de maltrato?

La ley le prohíbe al arrendador compartir información que usted le proporcione sobre el maltrato a menos que usted le brinde al arrendador un permiso escrito o el arrendador deba hacerlo debido a otra orden judicial o legal. El arrendador puede ponerse en contacto con el profesional que firmó un documento que indica que usted sufrió maltrato para confirmar que el documento es verdadero.

14. ¿Qué sucede si necesito ayuda para aplicar la ley?

Si considera que el arrendador no respeta la ley, comuníquese con un abogado de asesoramiento legal, una agencia de vivienda justa o una agencia de violencia doméstica.



Conozca sus derechos: Rescisión de arrendamiento para escapar de una situación de violencia

Código Civil 1946.7

¿Es usted o un integrante de su hogar víctima de violencia doméstica, ataque sexual, acecho, trata de personas o maltrato de ancianos o adultos dependientes?

¿Necesita rescindir su contrato de arrendamiento y mudarse para proteger su seguridad?

Derecho a rescindir su contrato de arrendamiento para escapar de una situación de violencia

1. ¿Qué es el artículo 1946.7 del Código Civil?

El artículo 1946.7 del Código Civil de California permite a determinadas víctimas de maltrato que tengan una orden de restricción, un informe policial o documentación de un tercero calificado rescindir su contrato de arrendamiento sin quedar debiendo un alquiler adicional.

Esta ley protege a las víctimas de:

- Violencia doméstica;
- Ataque sexual;
- Acecho;
- Trata de personas;
- Maltrato de personas ancianas o
- Maltrato de adultos dependientes.

La ley también protege a los familiares que viven con la víctima de maltrato.

2. ¿Cuál es el objetivo de la ley?

Generalmente, si se muda antes de que termine el período de arrendamiento, puede ser responsable de todos los alquileres que se adeudarían hasta que venciera su contrato de arrendamiento. El arrendador puede demandarlo para exigirle el pago de este dinero. El artículo 1946.7 del Código Civil le permite notificar al arrendador, rescindir el contrato de arrendamiento, mudarse y no tener que seguir pagando el alquiler.

3. ¿Cuándo se puede usar esta ley?

Puede usar la ley en los siguientes casos:

- Si alquila y tiene un contrato de arrendamiento;
- Si tiene una orden de restricción/orden de protección, un informe policial o un documento firmado por determinado tipo de profesional y
- Si necesita mudarse porque usted o un integrante de su familia que vive con usted son víctimas de violencia doméstica, ataque sexual, acecho, trata de personas o maltrato de ancianos o adultos dependientes.

4. ¿Cómo notifico al arrendador?

Debe notificar al arrendador por escrito que usted (o un integrante de su familia que vive con usted) es víctima de violencia doméstica, ataque sexual, acecho, trata de personas o maltrato de ancianos o adultos dependientes, y que desea finalizar el contrato de arrendamiento. Asegúrese de colocar la fecha en la notificación.

5. ¿Con qué anticipación debo notificar al arrendador?

Debe notificar al arrendador con una anticipación de por lo menos 30 días antes de que pueda finalizar el contrato de arrendamiento. Puede abandonar la vivienda en cualquier momento después de haber avisado al arrendador. Aún así, sigue siendo responsable del pago del alquiler hasta los 30 días después de entregar la notificación al arrendador.

6. ¿Qué tipo de prueba necesito?

Debe proporcionarle al arrendador una de las siguientes pruebas:

- una copia de una orden de restricción u orden de protección;
- un informe policial en el que se especifique que usted es víctima de violencia doméstica, ataque sexual, acecho, trata de personas o maltrato de ancianos o adultos dependientes; O
- un documento firmado por un tipo determinado de profesional que verifique su estado de víctima de maltrato.

7. Si tengo un informe policial o una orden de restricción, ¿cuánto tiempo tengo para rescindir mi contrato de arrendamiento?

El informe policial o la orden de restricción/orden de protección pueden tener hasta 180 días de antigüedad.

8. ¿Puedo rescindir mi contrato de arrendamiento sin un informe policial u orden de protección?

Sí. El artículo 1946.7 del Código Civil de California le permite rescindir su contrato de arrendamiento sin obtener una orden de protección o informe policial. Puede rescindir su contrato de arrendamiento con un documento firmado por un "tercero calificado" o un profesional, como por ejemplo un médico, una enfermera registrada, un psicólogo, un trabajador social clínico, un terapeuta para violencia doméstica o ataque sexual, entre otros. Usted también debe firmar este documento. Si necesita ayuda para obtener este tipo de documento, la oficina de asistencia legal local o la agencia de violencia doméstica pueden ayudar en la preparación del documento y enviarlo a un profesional que pueda firmarlo.

Law Allows Survivors to Break Their Leases to Escape Violence



California Civil Code § 1946.7 allows survivors of domestic violence, sexual assault, human trafficking, stalking, and elder/dependent adult abuse to end their leases early.

1. What is the lease termination law?

The lease termination law allows people who have a restraining order, a police report, or documentation from a qualified third party to end their leases without owing additional rent. This law was created to protect survivors of domestic violence, sexual assault, human trafficking, stalking, and elder/dependent adult abuse. It applies to both private and subsidized housing.

2. What is the law's purpose?

In most cases, if a tenant moves from an apartment before the lease ends, the tenant can be held responsible for all the rent that would be owed until the lease expires. The landlord can sue the tenant for this money. This law allows a tenant to terminate the lease early, leave the unit, and no longer be required to pay rent. The tenant will be responsible for rent for up to 30 days after notifying the landlord about moving out, but not afterwards. The law applies only if the tenant is a survivor of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse and meets certain criteria.

3. When should a tenant use this law?

If a tenant rents an apartment and has a lease as well as a restraining order, a police report, or documentation from a qualified third party, and feels that s/he needs to move due to acts of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse committed against him/her, then the tenant can use this law.

4. How does the lease termination law work?

To use this law, the tenant must notify the landlord in writing that s/he was a victim of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse and that s/he wants to end the rental agreement. The notice should be dated. A sample notice is included in this toolkit.

Under the law, a tenant must give the landlord at least 30 days' notice before the rental agreement can end. The tenant should state that s/he will end the rental agreement at least 30 days from the date of the notice. For example, if the notice is dated September 27, 2008, the earliest the rental agreement can end is October 27, 2008. The tenant is free to leave the apartment any time after giving the landlord the written notice. However, the tenant will still be responsible for rent up to 30 days after giving the landlord notice.

The tenant must attach to the notice either: (1) a restraining order; (2) a copy of a police report; or (3) documentation from a qualified third party verifying that the tenant was the victim of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse. The restraining order or police report must have been issued no more than 180 days before the request to end the rental agreement.

The tenant should keep a copy of the 30-day notice and the supporting documents.

5. How long must the survivor continue to pay rent after notifying the landlord about the lease termination?

The tenant will be responsible for paying rent for up to 30 days after giving the landlord notice concerning the lease termination. The tenant is free to move out any time after giving the landlord the 30-day notice. If the tenant leaves, and the landlord re-rents the unit within 30 days after giving the notice, the landlord must refund the survivor rent for those days in which the new tenant occupied the unit.

6. What type of restraining order must be used?

The law protects a tenant or a family member who has a domestic violence restraining order, a criminal protective order, a civil harassment order, or a juvenile court restraining order.

7. What is the documentation from a qualified third party?

Instead of providing a restraining order or police report, a tenant may also provide the landlord documentation signed by a qualified third party indicating that the tenant or a family member is seeking assistance for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse. This qualified third party must be a physician, psychiatrist, psychologist, registered nurse, licensed clinical social worker, licensed marriage and family therapist, licensed clinical counselor, a sexual assault counselor, domestic violence counselor, or human trafficking caseworker. The documentation must contain the same information

provided in the “Tenant Statement and Qualified Third Party Statement” available in this toolkit.

If the documentation is provided by a sexual assault counselor, domestic violence counselor, or a human trafficking caseworker, the statement must appear on the letterhead of the counselor or caseworker’s office, hospital, institution, center, or organization.

8. Will the information given to the landlord be confidential?

The landlord cannot disclose any information that the tenant has provided as documentation for purposes of terminating the lease unless (1) the survivor consented to the disclosure in writing or (2) the disclosure is required by law or a court order. If the tenant provided documentation from a qualified third party, then the landlord is permitted to verify the contents of that documentation by communicating with the qualified third party.

9. What if there are roommates who are on the lease?

Roommates who are on the lease and who are not members of the survivor’s family can remain in the unit and will still be covered by the lease, even after the survivor moves out. The roommates must continue to pay the full amount of rent due under the lease, including any share of the rent that the survivor was paying.

10. What happens to the security deposit?

The survivor’s security deposit will be treated the same way as if s/he had used the usual procedure for ending a tenancy. Generally, the deposit must be returned to the survivor within 21 days after s/he vacates the unit. The landlord may deduct money from the deposit for unpaid rent, damages beyond ordinary wear and tear, and reasonable cleaning charges.

Breaking Your Lease to Escape Violence

This is an example of a letter that notifies a landlord that a tenant, or family member living with the tenant, is a victim of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse, and needs to break the lease. Contact legal aid or a domestic violence agency for help if you need to break your lease.

30-Day Notice Terminating Tenancy Pursuant to Civil Code § 1946.7

Date: _____

Dear _____:

I am a tenant living at _____ . I am, or a family member who lives in my home is, a victim of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse. Pursuant to California Civil Code Section 1946.7, this is my 30-day notice that I will end my rental agreement on _____.

I have enclosed (choose one):

- a copy of temporary restraining order/emergency protective order/protective order, issued within the last 180 days, on behalf of myself or a family member who lives in my home;
- a copy of a police report, issued within the last 180 days, showing that I, or a family member living in my home, was the victim of an act of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse;

OR

- documentation from a qualified third party (such as a doctor, psychologist, licensed clinical social worker, or domestic violence or sexual assault counselor) verifying that I am, or a family member in my home is, a victim of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse.

Sincerely,

Signature

Name (Printed)

Address

Providing Proof of Violence – Qualified Third Party Statement

This is a template for a qualified third party statement, which can be used to show that a tenant, or family member living with the tenant, is a victim of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse, for the purposes of breaking a lease. The tenant completes and signs Part I. Part II is completed and signed by certain professionals, such as sexual assault counselors, domestic violence counselors, human trafficking caseworkers, doctors, registered nurses, or psychologists. **If the professional making the statement is a sexual assault counselor, domestic violence counselor, or human trafficking caseworker, the law requires that the professional provide this statement on his or her organization's letterhead.**

Tenant Statement and Qualified Third Party Statement under Civil Code Section 1946.7

Part I. Statement By Tenant

I, _____, state as follows:
[Insert name of tenant.]

I, or a member of my household, have been a victim of:

[Insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse.]

The most recent incident(s) happened on or about:

[Insert date or dates.]

The incident(s) was/were committed by the following person(s), with these physical description(s), if known and safe to provide:

[If known and safe to provide, insert name(s) and physical description(s).]

[Signature of tenant]

[Date]

Part II. Qualified Third Party Statement

I, _____, state as follows:
[Insert name of qualified third party.]

My business address and phone number are:

[Insert business address and phone number.]

Check and complete one of the following:

___ I meet the requirements for a sexual assault counselor provided in Section 1035.2 of the Evidence Code and I am either engaged in an office, hospital, institution, or center commonly known as a rape crisis center described in that section or employed by an organization providing the programs specified in Section 13835.2 of the Penal Code.

___ I meet the requirements for a domestic violence counselor provided in Section 1037.1 of the Evidence Code and I am employed, whether financially compensated or not, by a domestic violence victim service organization, as defined in that section.

___ I meet the requirements for a human trafficking caseworker provided in Section 1038.2 of the Evidence Code and I am employed, whether financially compensated or not, by an organization that

provides programs specified in Section 18294 of the Welfare and Institutions Code or in Section 13835.2 of the Penal Code.

____ I am licensed by the State of California as a: _____
[Insert one of the following: physician and surgeon, osteopathic physician and surgeon, registered nurse, psychiatrist, psychologist, licensed clinical social worker, licensed marriage and family therapist, or licensed professional clinical counselor.]

and I am licensed by, and my license number is:

[Insert name of state licensing entity and license number.]

The person who signed the Statement By Tenant above stated to me that he or she, or a member of his or her household, is a victim of:

[Insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse.]

The person further stated to me the incident(s) occurred on or about the date(s) stated above.

I understand that the person who made the Statement By Tenant may use this document as a basis for terminating a lease with the person's landlord.

[Signature of qualified third party]

[Date]

Safety Planning for Victims Terminating Their Leases or Rental Agreements

These are some things to keep in mind when developing a safety plan for victims/survivors who are terminating their leases or rental agreements under the protections of California's early lease termination law, Civil Code § 1946.7.

- 1) Advise clients to pack a bag with all essential items, including important documents (i.e. passports, green cards/immigration documents, driver's license, bank account records, school and medical records, copy of restraining order, other court records, etc.), favorite toy for children, important keys (car/safe deposit box), medications and any other items needed in the event that s/he needs to flee immediately.
- 2) Advise clients to keep a copy of the restraining order with them at all times.
- 3) Advise clients to store the bag/items in a safe location that is not accessible to the abusive partner.
- 4) If children in childcare or school are involved, discuss with your client the best, age-appropriate way to inform the children of the escape plan, but only if it is safe to tell the children about the escape plan.
- 5) If school-aged children are involved, it will be important to provide the school with notice and a change of address. Inform the school clearly of who can have access to the new address, and thoroughly explore the school's privacy policies. Do the same with the children's new school.
- 6) Help clients think through who needs to know about the change of address (i.e. credit card companies, final bill notices, family, etc.) and how to notify these individuals/institutions in a manner that does not further compromise his/her safety. Suggest that the forwarding address be a safe location such as a PO Box or alternate address.
- 7) Before, during, and after the move, clients should develop secure methods of communicating with the landlord, such as establishing a new email account on a safe computer (i.e. at the library or a friend's place) and using a cell phone to which the abusive partner does not have access.

8) Before leaving the building or participating in the walk-through of the premises with the landlord, help clients think through all the safe exits in the building, and assist her/him develop a plan to leave the premises quickly. The client may also request a police escort during this time if the potential for lethality is high.

9) Depending on the helpfulness of the landlord, the client may feel comfortable asking him/her to secure the premises while in the process of moving out.

10) When completing any last-minute tasks such as returning the keys or signing off on the final walk through, help the client determine the potential lethality of the situation. If the lethality assessment is high, assist clients in brainstorming other options for interacting with the landlord if at all possible.

11) When obtaining a refund of the security deposit, brainstorm options with clients such as obtaining a PO Box, using an alternate address (such as a relative or friend's address), or having the refund wired to a bank account that is not accessible to the abusive partner.

12) Discuss the pros and cons of enrolling in California's address confidentiality program, Safe at Home, <http://www.sos.ca.gov/safeathome/>.

13) If the client is moving out of the state, explore other state address confidentiality programs and, when appropriate, reach out to victim services organizations in that state.

California Civil Code § 1946.7

Statutory Text:

§ 1946. 7. Victims of domestic violence, sexual assault, stalking, human trafficking, or abuse of elder or dependent adult; written notice to terminate tenancy; requirements of notice; landlord disclosure to third party

(a) A tenant may notify the landlord that he or she or a household member was a victim of an act that constitutes an act of domestic violence as defined in Section 6211 of the Family Code, sexual assault as defined in Section 261, 261.5, 262, 286, 288a, or 289 of the Penal Code, stalking as defined in Section 1708.7, human trafficking as defined in Section 236.1 of the Penal Code, or abuse of an elder or a dependent adult as defined in Section 15610.07 of the Welfare and Institutions Code, and that the tenant intends to terminate the tenancy.

(b) A notice to terminate a tenancy under this section shall be in writing, with one of the following attached to the notice:

(1) A copy of a temporary restraining order, emergency protective order, or protective order lawfully issued pursuant to Part 3 (commencing with Section 6240) or Part 4 (commencing with Section 6300) of Division 10 of the Family Code, Section 136.2 of the Penal Code, Section 527.6 of the Code of Civil Procedure, or Section 213.5 or 15657.03 of the Welfare and Institutions Code that protects the tenant or household member from further domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult.

(2) A copy of a written report by a peace officer employed by a state or local law enforcement agency acting in his or her official capacity stating that the tenant or household member has filed a report alleging that he or she or the household member is a victim of domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult.

(3)(A) Documentation from a qualified third party based on information received by that third party while acting in his or her professional capacity to indicate that the tenant or household member is seeking assistance for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse.

(B) The documentation shall contain, in substantially the same form, the following:

**Tenant Statement and Qualified Third Party Statement
under Civil Code Section 1946. 7**

Part I. Statement By Tenant

I, [insert name of tenant], state as follows:

I, or a member of my household, have been a victim of:

[insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse.]

The most recent incident(s) happened on or about:

[insert date or dates.]

The incident(s) was/were committed by the following person(s), with these physical description(s), if known and safe to provide:

[if known and safe to provide, insert name(s) and physical description(s).]

(signature of tenant)

(date)

Part II. Qualified Third Party Statement

I, [insert name of qualified third party], state as follows:

My business address and phone number are:

[insert business address and phone number.]

Check and complete one of the following:

___ I meet the requirements for a sexual assault counselor provided in Section 1035.2 of the Evidence Code and I am either engaged in an office, hospital, institution, or center commonly known as a rape crisis center described in that section or employed by an organization providing the programs specified in Section 13835.2 of the Penal Code.

___ I meet the requirements for a domestic violence counselor provided in Section 1037.1 of the Evidence Code and I am employed, whether financially compensated or not, by a domestic violence victim service organization, as defined in that section.

___ I meet the requirements for a human trafficking caseworker provided in Section 1038.2 of the Evidence Code and I am employed, whether financially compensated or not, by an organization that provides programs specified in Section 18294 of the Welfare and Institutions Code or in Section 13835.2 of the Penal Code.

___ I am licensed by the State of California as a:

[insert one of the following: physician and surgeon, osteopathic physician and surgeon, registered nurse, psychiatrist, psychologist, licensed clinical social worker, licensed marriage and family therapist, or licensed professional clinical counselor.] and I am licensed by, and my license number is:

[insert name of state licensing entity and license number.]

The person who signed the Statement By Tenant above stated to me that he or she, or a member of his or her household, is a victim of:

[insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse.]

The person further stated to me the incident(s) occurred on or about the date(s) stated above.

I understand that the person who made the Statement By Tenant may use this document as a basis for terminating a lease with the person's landlord.

(signature of qualified third party) (date)

(C) The documentation may be signed by a person who meets the requirements for a sexual assault counselor, domestic violence counselor, or a human trafficking caseworker only if the documentation displays the letterhead of the office, hospital, institution, center, or organization, as appropriate, that engages or employs, whether financially compensated or not, this counselor or caseworker.

(c) The notice to terminate the tenancy shall be given within 180 days of the date that any order described in paragraph (1) of subdivision (b) was issued, within 180 days of the date that any written report described in paragraph (2) of subdivision (b) was made, or within the time period described in Section 1946.

(d) If notice to terminate the tenancy is provided to the landlord under this section, the tenant shall be responsible for payment of rent for 30 days following the giving of the notice, or within the appropriate period as described in Section 1946, and thereafter shall be released from any rent payment obligation under the rental agreement without penalty. Existing law governing the security deposit shall apply.

(e) If within the 30 days following the giving of the notice under this section the tenant quits the premises and the premises are rented to another party, the rent due on the premises for that 30-day period shall be prorated. Existing law governing the security deposit shall apply.

(f) Nothing in this section relieves a tenant, other than the tenant who is, or who has a household member who is, a victim of domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult and members of that tenant's household, from their obligations under the rental agreement.

(g)(1) "Household member," as used in this section, means a member of the tenant's family who lives in the same household as the tenant.

(2) "Qualified third party," as used in this section, means a health practitioner,

domestic violence counselor, as defined in Section 1037.1 of the Evidence Code, a sexual assault counselor, as defined in Section 1035.2 of the Evidence Code, or a human trafficking caseworker, as defined in Section 1038.2 of the Evidence Code.

(3) “Health practitioner,” as used in this section, means a physician and surgeon, osteopathic physician and surgeon, psychiatrist, psychologist, registered nurse, licensed clinical social worker, licensed marriage and family therapist, or licensed professional clinical counselor.

(h)(1) A landlord shall not disclose any information provided by a tenant under this section to a third party unless the disclosure satisfies any one of the following:

(A) The tenant consents in writing to the disclosure.

(B) The disclosure is required by law or order of the court.

(2) A landlord's communication to a qualified third party who provides documentation under paragraph (3) of subdivision (b) to verify the contents of that documentation is not disclosure for purposes of this subdivision.

(i) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.