

THE SAFE HOMES ACT

ENDING YOUR LEASE EARLY

CHANGING YOUR LOCKS

What is The Safe Homes Act?

A law that gives you or anyone in your household who is a victim of domestic or sexual violence (including dating violence, stalking, child abuse, and elder abuse) the right to:

- End your lease (written or oral) early and leave the home. Tenants who properly use the law will not be responsible for rent due after they leave.
- Change the locks to keep the abuser out of the home in an emergency. You can do this with a written or oral lease.

Is my home covered by this law?

You can use the Act if you live in:

- Private rental housing, no matter the size.
- Subsidized housing, including housing choice "Section 8" vouchers.
- **Public housing is NOT covered.**

Protect Your Privacy

Even if you disclose private information to your landlord, he or she cannot disclose to your next landlord without your written permission or a legal requirement that:

- You gave your current landlord information (medical record, victim services, rape crisis statement) about the violence, and
- You exercised your rights under the Safe Homes Act.

If your current landlord so discloses, he or she is liable for actual damages resulting from the disclosure up to \$2,000.

If you or anyone in your household is a victim of domestic or sexual violence, you can end the lease early, even when the abuser is a member of the household, if:

- There is a credible imminent threat of harm on the premises.
- You give the landlord written notice of the threat 3 days before or after you leave the home.

Bring another adult with you when you drop off the notice, or send it by certified mail and keep a copy of it. You must remove all your belongings and turn over your keys to show that you have given up the apartment.

Extra Protections for Sexual Violence

If an act of sexual violence occurred on the premises against you or anyone in your household, you may end your lease early WITHOUT showing a credible imminent threat by:

- Giving the landlord written notice 3 days before or after you leave home and within 60 days of the sexual violence, or as soon as possible afterwards.
- Include evidence, such as police reports, medical records, court records, or a statement from a victim services organization.

You can request an emergency lock change if there is a credible imminent threat of domestic or sexual violence on the premises, as long as:

- You have a WRITTEN lease and the abuser is NOT on the lease. You must give your landlord a written request from all tenants on the lease and include evidence,

OR

- You share an ORAL or WRITTEN lease with the abuser and you have a Plenary Order of Protection or Civil No Contact order granting you exclusive possession of the property. You must give your landlord written notice from all tenants except the abuser and include a copy of the court order with the notice.

Your landlord must change or give you permission to change the locks within 48 hours of the written request. If he or she fails to do so, you may change them without permission, or sue to have them changed. You and your landlord must make a good faith effort to give the new keys to one another within 48 hours.

***UPDATED* VIOLENCE AGAINST
WOMEN ACT (VAWA)**

EXAMPLES OF:

Credible Imminent Threat

- The abuser comes to your or a household member's job and you fear he will come to your house next.
- You are sexually assaulted on the premises and the police have not caught the abuser.
- An abusive ex-boyfriend knows where you live.

On the Premises

- Laundry room, back yard, parking lot, hallways, front and back entrances, inside the apartment unit, etc.

Written Notice

- "My date sexually assaulted me in my apartment last night. I just can't live here anymore and want to use the Safe Homes Act to leave" (to end the lease early).
- "My ex-boyfriend made a copy of my house key without permission. I want to change the locks using the Safe Homes Act" (to get the locks changed).

What is VAWA?

VAWA is a federal law that protects victims of domestic violence, dating violence, sexual assault, and stalking, as well as "affiliated individuals" (immediate family and/or household members) who live in:

- Public Housing
- Project-Based Section 8 Housing
- Private Housing with a Housing Choice "Section 8" Voucher
- Section 202, 811, 236, or 221(d)(3) BMIR, HOME, HOPWA, McKinney-Vento, Rural Development Multifamily housing
- LIHTC

Admissions

Property owners CANNOT use an applicant's history as a victim under VAWA as a reason to refuse housing assistance if they otherwise qualify.

Evictions

Incident(s) of ACTUAL or THREATENED domestic violence, dating violence, sexual assault, or stalking, including related criminal activity, do NOT give a landlord the right to evict if the victim is a tenant or immediate member of the tenant's family.

Ending the Abuser's Lease

The building owner may evict, remove, or terminate the lease of a single tenant who commits physical violence against family members or others. The building owner also must obey any court order that gives victims of violence possession of the home.



**Housing
Rights
For Victims of
Domestic &
Sexual Violence**



Sargent Shriver National Center on Poverty Law

For more information, please contact:

Kate Walz, katewalz@povertylaw.org
312.368-2679

NEED HELP?

In Chicago—

Domestic Violence Help Line: 877-TO END DV

Rape Crisis Hotline: 888-293-2080

Legal Assistance Foundation: 312-341-1070

CARPLS Legal Services: 312-738-9200

Outside Chicago—

Land of Lincoln Legal Help: 800-252-8629

Prairie State Legal Services: 800-531-7057

Domestic Violence Assistance: 217-789-2830

Sexual Assault Assistance: 217-753-4117