



Fifty-first Legislature - First Regular Session

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[33-1318. Early termination by tenant for domestic violence; conditions; lock replacement; access refusal; treble damages; immunity](#)

A. A tenant may terminate a rental agreement pursuant to this section if the tenant provides to the landlord written notice pursuant to this section that the tenant is the victim of domestic violence as defined in section 13-3601. 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 the tenant provides to the landlord a written notice requesting release from the rental agreement with a mutually agreed on release date within the next thirty days, accompanied by any one of the following:

1. A copy of any protective order issued pursuant to section 13-3602 to a tenant who is a victim of domestic violence. A landlord may also request a receipt or signed statement that the order of protection has been submitted to an authorized officer of a court for service.

2. A copy of a written departmental report from a law enforcement agency that states that the tenant notified the law enforcement agency that the tenant was a victim of domestic violence.

B. A landlord may request from the victim the name and address of the person named in an order of protection or a departmental report pursuant to subsection A of this section, in writing, if known by the victim.

C. The tenant may terminate the rental agreement pursuant to this section only if the actions, events or circumstances that resulted in the tenant being a victim of domestic violence as defined in section 13-3601 occurred within the thirty day period immediately preceding the written notice of termination to the landlord, unless waived by the landlord.

D. If the tenant terminates the rental agreement as prescribed by this section and if the tenant is solely or jointly liable on the rental agreement, 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 amount due from the tenant shall be paid to the landlord on or before the date the tenant vacates the dwelling. If the tenant has prepaid rent that would apply for the month in which the lease is terminated, the landlord may retain the prepaid rent and no refund is due to the tenant. If the tenant has paid a security deposit pursuant to section 33-1321, the security deposit shall not be withheld for the early termination of the lease if the tenant meets the requirements prescribed by subsection A of this section, but may be withheld for payment of damages which the landlord has suffered by reason of the tenant's noncompliance with section 33-1341.

E. A tenant who is a victim of domestic violence may require the landlord to install a new lock to the tenant's dwelling if the tenant pays for the cost of installing the new lock. A landlord may comply with this requirement by doing either of the following:

1. Rekeying the lock if the lock is in good working condition.
2. Replacing the entire locking mechanism with a locking mechanism of equal or better quality than the lock being replaced.

F. A landlord who installs a new lock at the tenant's request may retain a copy of the key that opens the new lock. Notwithstanding any provision in the rental agreement, the landlord may refuse to provide a key that opens the new lock to the person named in an order of protection or a departmental report pursuant to subsection A of this section.

G. A landlord shall refuse to provide access to the dwelling to reclaim property to any tenant if the tenant is the person named in an order of protection or a departmental report pursuant to subsection A of this section who has been served with an order of protection naming that tenant as the defendant and the landlord has received a copy of the order of protection, unless a law enforcement officer escorts the tenant into and out of the dwelling.

H. A tenant who terminates a lease pursuant to this section and who is convicted of falsely filing a departmental report or order of protection for domestic violence is liable to the landlord for treble damages for premature termination of the lease.

I. A person named in an order of protection or a departmental report pursuant to subsection A of this section who provokes an early lease termination under this section is deemed to have interfered with the residential rental agreement between the landlord and tenant regardless of whether the person named in an order of protection or a departmental report pursuant to subsection A of this section is a party to the rental agreement, and the person named in an order of protection or a departmental report pursuant to subsection A of this section may be civilly liable for all economic losses incurred by a landlord for the domestic violence early lease termination. This civil liability includes unpaid rent, early lease termination fees, costs to repair damage to the premises and any reductions or waivers of rent previously granted to the tenant who was the victim of domestic violence.

J. If there are multiple tenants who are parties to a rental agreement that has been terminated under this section, the tenancy for those tenants also terminates. The tenants who are not the victims of domestic violence, excluding the person named in an order of protection or a departmental report pursuant to subsection A of this section that caused the termination of the lease pursuant to this section, may be released from any financial obligations due under the previously existing rental agreement and the remaining tenants may be permitted to enter into a new lease with the landlord if the tenants meet all current application requirements.

K. An emergency order of protection or a protective order that is issued to a resident of a rental property automatically applies to the entire residential rental property in which the tenant has a rental agreement.

L. This section shall not be construed to limit a landlord's right to terminate a lease pursuant to section 33-1368 against the victim for actions unrelated to the act of domestic violence.

M. A landlord is not liable for any actions taken in good faith pursuant to this section.