



# STANDPOINT

Attorneys & advocates against domestic & sexual violence

## Checklist for Early Lease Termination Due to Domestic or Sexual Violence, or Harassment

Note: IF YOU RECEIVE RENTAL ASSISTANCES (SECTION 8, PUBLIC HOUSING, A HOUSING VOUCHER, ETC.), CHECK WITH YOUR HOUSING AUTHORITY BEFORE TERMINATING YOUR LEASE!! Terminating a lease without first contacting your public housing worker could result in the termination of your benefits.

1. \_\_\_\_\_ Obtain documentation: DANCO, HRO, OFP, or other court document. You have the option to provide a [Qualified Third Party Statement](#) instead of a court document.
2. \_\_\_\_\_ Write [Notice to End Lease Due to Fear of Violence letter](#).
3. \_\_\_\_\_ Give Notice to End Lease Due to Fear of Violence and documentation to your landlord. **Keep a copy for your records!**
4. \_\_\_\_\_ Pay rent and move out
  - Keep copies of proof of rent payment
  - Return all keys to the landlord
  - Take pictures of the property before you leave

### Things to consider when breaking a lease early due to domestic or sexual violence, harassment, or stalking:

- You can choose any move out date. You do not have to give 30 or 60 days written notice.
- You must pay full rent for the whole month in which you provide notice to the landlord, even if you move out before the end of the month. **Keep proof that you paid the rent in full!**
- You forfeit your security deposit. The landlord cannot charge you for anything else. However, you are still responsible for any past due rent or other charges assessed before you gave your notice to end the lease.
- If you have roommates, the lease ends for everyone at the end of the month in which you provide your notice to end the lease. Your roommates will have move out or enter into a new lease agreement with the landlord.
- Return all keys, keycards, garage door openers, etc. when you move out.

\*\*This form is not legal advice. If you have specific questions about your situation or need legal advice, please contact Standpoint's Housing Attorney, Ann, at 612-343-9846.

**Notice to End Lease Due to Fear of Violence (Minn. Stat. § 504B.206)**

Date: \_\_\_\_\_

[Name]

[Rental Property Address Line 1]

[Rental Property Address Line 2]

Dear Landlord:

Minnesota law (Minn. Stat. § 504B.206) lets me break my lease because I, or another person authorized to live in my home, fear imminent violence because of an incident of domestic abuse, harassment, or criminal sexual conduct. This is my notice that I am breaking my lease because of fear that I or another person authorized to live in my home will become the victim of domestic or sexual violence again if I do not move.

I will move out on: \_\_\_\_\_.  
(Date –this may be any date before the end of your lease)

I am attaching a copy of the (check one):

- Order for Protection
- No Contact Order
- Documentation from a Court Official or Law Enforcement Official
- Documentation from a qualified third party-- licensed health care professional, domestic abuse advocate, or sexual assault counselor

If any of my property is left behind after I move (check one):

- You may get rid of my property right away
- Please store my property for 28 days and I will be responsible under the statute for storage fees as required by Minn. Stat. § 504B.271.

I understand that my security deposit will not be returned to me in exchange for me being able to break my lease early due to imminent fear.

I request that you do not give the information in this letter or the attached document to anyone, especially not my abuser, as required by Minn. Stat. § 504B.206.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Tenant: keep a copy of this letter and the document you attached for your records.

**Statement by qualified third party (Minn. Stat. § 504B.206)**

I, \_\_\_\_\_ (name of qualified third party), do hereby

verify as follows:

1. I am a licensed health care professional, domestic abuse advocate, as that term is defined in Minn. Stat. § 595.02, subdivision 1, paragraph (l), or sexual assault counselor, as that term is defined in Minn. Stat. § 595.02, subdivision 1, paragraph (k), who has had in-person contact with \_\_\_\_\_. (name of victim(s))
2. I have a reasonable basis to believe \_\_\_\_\_ (name of victim(s)) is a victim/are victims of domestic abuse, criminal sexual conduct, harassment, or sexual extortion and fear(s) imminent violence against the individual or authorized occupant if the individual remains (the individuals remain) in the leased premises.
3. I understand that the person(s) listed above may use this document as a basis for gaining a release from the lease. I attest that the foregoing is true and correct.

Dated: \_\_\_\_\_

Printed name of Qualified Third Party: \_\_\_\_\_

Signature of Qualified Third Party: \_\_\_\_\_

Business Address and Telephone of  
Qualified Third Party: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\*Tenant: keep a copy of this letter and the document you attached for your records.