

HOUSING RIGHTS FOR DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING SURVIVORS

Your landlord may not discriminate against you because you are a victim* of domestic violence, sexual assault or stalking.

You can also:

- End your lease early to move quickly;
- Change your locks for safety; and/or
- Ask your landlord to divide your lease in order to evict the abuser from your apartment.

**National Domestic Violence Hotline
1-800-799-7233**

**National Sexual Assault Hotline
1-800-656-HOPE**

**Portland Women's Crisis Line
for statewide help, and referral to a local crisis program
1-888-235-5333**

Prepared by Legal Aid Services of Oregon and the Oregon Law Center (1/08). For copies of this flyer or more information about the law, contact your local legal aid office or go to our website at www.oregonlawhelp.org. This pamphlet is for general education use only. It is not a substitute for the advice of an attorney. If you have specific legal questions, you should contact an attorney.

*Includes victims of dating violence.

DISCRIMINATION AGAINST VICTIMS PROHIBITED

A landlord may not treat you differently because you are or have been a victim of domestic violence, sexual assault or stalking.

Landlord may not evict you, fail to renew your lease or deny you admission:

- Because you are a victim (present or past); *or*
- Because of a violation of the rental agreement caused by an incident of domestic violence, sexual assault or stalking committed against the tenant; *or*
- Because of criminal activity or police response related to domestic violence, sexual assault or stalking in which the tenant is the victim; *or*
- Because of a bad landlord reference about a past incident of domestic violence, sexual assault or stalking.

Landlord may not have different rules or standards for you because you are a victim.

If any of these things have happened to you or you think your landlord has otherwise discriminated against you, you may have rights under state and federal laws. You may wish to contact an attorney to investigate your possible rights.

Note: a landlord may evict you if he/she has previously given you a written warning regarding the conduct of the non co-tenant abuser and:

- You permit the abuser to remain on the premises and the abuser is an actual and imminent threat to the safety of others on the premises; *or*
- You consent to abuser living with you without landlord's permission.

CHANGING YOUR LOCKS FOR YOUR SAFETY

If you (or a child living with you) have been the victim of domestic violence, sexual assault or stalking, you have the right to have your locks changed promptly.

Your landlord must promptly change your locks or give you permission to change your locks if you:

- Notify your landlord that you (or a child living with you) are a victim of domestic violence, sexual assault or stalking and that you want your locks changed (written notice is best). See *Sample Form 1* below.
- You do not need to provide proof that the violence occurred.
- If your landlord refuses or takes too long to change your locks:
- You can change the locks without the landlord's permission.
- You must provide a copy of the new key to the landlord.

Who pays?

- You are responsible for the cost of changing your locks.
- The landlord should not insist you pay for the lock change before changing the locks.

Note: If the abuser is on the rental agreement with you and you want to change the locks to keep the abuser out:

- You must have a court order that specifically orders the abuser to move out of the unit (such as a restraining order or similar).
- The landlord should not allow the abuser into the unit without your permission unless court ordered.
- The abuser's lease is terminated once the court order is final.
- The abuser is jointly responsible for the rent until the date the abuser was excluded from the unit.

BREAKING YOUR LEASE EARLY

If you (or a child living with you) have been the victim of domestic violence, sexual assault or stalking within the last 90 days*, or if you have a current protection order, you have the right to be released from your lease or rental agreement with a 14-day notice, so you can move quickly.

How to break your lease early for safety:

- Make a request to your landlord in writing. See [Sample Form 2](#).
- Provide verification of the abuse by giving your landlord one of the following:
 - a copy of a court protective order (Restraining or Stalking Order or other court order);
 - a copy of a police report showing that you or a child living with you has been the victim of domestic violence, sexual assault or stalking;
 - a copy of a conviction for an act of domestic violence, sexual assault or stalking;
 - a statement from a law enforcement officer or other qualified third party [attorney, licensed health professional or victim advocate] stating you have reported an act of domestic violence, sexual assault or stalking. See *Sample Form 3* below.

You will not be charged for ending your lease early.

- If you are the only person on the lease:
 - You can end your tenancy and you are responsible for rent only up to the termination date.
- If there are other people on the lease, you will not be responsible for rent or damage occurring past your release date.
- Remaining tenants will continue to be responsible for rent.

**Any time the abuser is in jail or lives more than 100 miles away from you, it does not count against the 90 day time limit.*

Landlord may divide lease to evict abuser for a criminal act of physical violence related to domestic violence, sexual assault or stalking.

- If a tenant, who is a member of your household, perpetrates a criminal act of physical violence related to domestic violence, sexual assault or stalking against you, the landlord may terminate the abuser's lease without terminating yours.
- Landlord must give 24 hours written notice of termination and eviction process.
- Landlord may not require the remaining tenants to pay additional money as a result.
- The abuser is and all other tenants are jointly liable for rent and damages prior to abuser's eviction.

Sample Form 1: Request to Change Locks

Dear (landlord's name): (Date)

Pursuant to the Oregon Residential and Landlord Tenant Act, I write to request that you promptly change the locks to my unit. I am a victim of domestic violence, sexual assault or stalking.

(If you are the only tenant on the lease you do not need to provide verification of the violence.)

(If the abuser is on the lease) Enclosed please find a copy of the restraining order that orders the abuser out of the dwelling unit ("Ouster").

Sample Form 2: 14 Day Notice to Landlord to Terminate Lease

Dear (landlord's name): (Date)

I am a tenant at (your address). I (or a minor child who lives with me) am a victim of domestic violence, sexual assault or stalking within the past 90 days or I am currently protected by a restraining order. Pursuant to the Oregon Residential and Landlord Tenant Act, this is my 14-day notice to end my rental agreement on _____ (enter a date 14 days from today and add three days if mailing).

Enclosed is (choose one) □ a copy of my protection order, □ a copy of a police report showing that I (or a minor child who lives with me) was the victim of an act of domestic violence, sexual assault or stalking, or □ a copy of a conviction or, □ a statement from a law enforcement officer or other qualified third party.

Sample Form 3. Qualified Third Party Verification

Name of Qualified Third Party

Name of Tenant

Part I: STATEMENT BY TENANT:

I, _____, (Name of Tenant) do hereby state as follows:

- 1) I (or a minor member of my household or family) have been a victim of domestic violence, sexual assault, or stalking.
- 2) The most recent incident(s) that I rely on in support of this statement occurred on the following date
_____.
- 3) The most recent incident took place in the last 90 days, not counting any time the abuser was in jail or was living more than 100 miles from my home.
The abuser was in jail from ____ to ____ or was living more than 100 miles away from
_____.
- 4) I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Signature of Tenant

Date

Part II: STATEMENT BY QUALIFIED THIRD PARTY

I, _____, (name of qualified third party), do hereby verify as follows:

- 1) I am a law enforcement officer, attorney, licensed health professional or victim's advocate.
- 2) My name, business address, and business telephone are as follows: _____
_____.
- 3) I verify that the person whose signature is listed above has informed me that the person (or minor member of the person's household) is a victim of domestic violence, sexual assault, or stalking, based on the incidents listed above.
- 4) I reasonably believe the statements of the person above. I understand that this document may be used as a basis for gaining release from a rental agreement with the person's landlord.
- 5) I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Signature of Qualified Third Party

Date