

Housing Rights for Victims of Domestic Violence, Rape, Sexual Assault and Stalking

Victims of domestic violence, rape, sexual assault and stalking have increased rights and protections to help them be safer in their apartments or get out of a lease if needed to escape a perpetrator. This document answers frequently asked questions about the law. ¹

You have the right to:

- Break your lease.
- Have your apartment locks changed.
- Break your lease or have your locks change and not be retaliated against.
- Not be evicted because you got a restraining order or called the police.
- Not be forced by a landlord to waive these rights when signing a new lease.

RIGHT TO BREAK YOUR LEASE WITHOUT FINANCIAL PENALTY *When you have to get out of your lease early because of violence*

1. Can I break my lease² under this law?

Yes. The law allows you to break your lease when you have to leave because of domestic violence, rape, sexual assault or stalking against you or a member of your household if:

A member of the household is a victim *AND EITHER*

- a. The most recent incident occurred within the past 3 months; *OR*
- b. A member of the household is in fear of imminent serious physical harm.

2. What if I live in public or subsidized housing?

The law covers *ALL* housing in Massachusetts, private or subsidized.

3. What if the perpetrator is also on the lease?

You have the right to break the lease. Everyone else who stays in the apartment still has responsibility under the lease.

4. Is this true even if I am not the head of household?

Yes, you can break the lease and leave even if you are not the head of household. In fact, under Massachusetts law you are not responsible for rent or penalties unless you signed the lease.

5. Can I still break my lease if the violence happened more than 3 months ago?

Yes, if you or a household member are in fear of imminent, serious, physical harm. For example, you may be in fear if the perpetrator has recently been released from jail or has discovered your location.

¹An Act Relative to Housing Rights For Victims Of Domestic Violence, Rape, Sexual Assault And Stalking, Chapter 402 of the Acts of 2012 ("402") amends G.L. c. 186 to add seven new sections (G.L. c. 186, § 23-29) took effect on April 3, 2013.

²For purposes of this document, the term "lease" also means occupancy agreement, rental agreement or tenancy-at-will.

6. Do I have to provide the landlord with proof of the violence?

A landlord has the right to ask for proof. If it is requested, you have to provide documentation of the violence.

7. What kind of documentation can be used as proof?

If you are asked for proof, you have to provide *ONE* of the following documents to your landlord:

- Copy of a valid protection or harassment prevention order under G.L. c. 209A or G.L. c. 258E³;
- A record from a federal, state or local court or law enforcement (e.g., police) of an incident and the name of the perpetrator if known;
- A written verification from a qualified third party including domestic violence and sexual assault counselors, licensed social workers and mental health professionals, and various law enforcement professionals. Adult victims must also sign it saying the facts in the verification are true.

8. Is the documentation I give the landlord confidential?

Yes. The landlord must keep the documentation confidential.⁴

9. What steps do take to break my lease?

- You must give the landlord written notice that you are going to break the lease due to safety concerns.
- You will have 3 months from when you give written notice of your intent to break the lease to leave the premises. After 3 months, your request is void.

10. If I have already left my apartment, can I still break my lease?

Yes, as long as you give notice to the landlord within 3 months of the last incident and you left within those 3 months.

11. How long am I responsible for rent when I break my lease?

Usually you owe rent until you leave your apartment. But, if you leave your apartment before you gave written notice to your landlord, you owe rent until you give the landlord notice.

12. What if I paid a last month rent in advance?

You will get back any prepaid rent after you leave your apartment.

13. What about my security deposit?

The new law does not change the landlord’s responsibility for the security deposit under Massachusetts law. The landlord must give you the security deposit or give you a full and specific statement of the basis for retaining any security deposit within 30 days after you and all occupants vacate the apartment.

So even if you leave, if other people on the lease stay in the apartment for another 6 months, you will not get the security deposit back until they leave too.

³Under G.L. 209A, victims of violence who are family members, reside in the same household or have a substantial dating relationship with the perpetrator can obtain an order prohibiting further contact and/or abuse. Under G.L. 258E, victims of criminal harassment, stalking and sexual assault, regardless of their relationship to the perpetrator, can obtain a harassment prevention order prohibiting further contact and/or harassment. (Please note: “harassment” applies to specific behavior enumerated in the statute which includes sexual assault.)

⁴The exception to this is if you provide a written release or if required by a court order, government regulation or governmental audit requirements.

14. What if there are other adults remaining in the apartment after I leave?

The law does not change the rights of your room mates and others on the lease. **Only you** no longer owe rent and have responsibilities (except as provided in the law). Other adults are still responsible for rent under the lease or for use and occupancy while they stay in the apartment. The landlord is not required to return the security deposit until all the tenants have vacated.

15. Do I have to remove all my belongings from the apartment?

Yes, any belongings you leave in the apartment when you leave are called ‘abandoned.’ The landlord can get rid of them. If you are not abandoning the property when you leave, you must say in writing who is responsible for the belongings and what is to be done with them.

16. If I break my lease under this law will I then have bad credit?

No, if you follow the law it gives you the right to legally break your lease. The landlord is not allowed to report you to a credit bureau because you left your lease early. A landlord is not allowed to refuse to rent to you because you ended a lease due to violence.

RIGHT TO HAVE YOUR LOCKS CHANGED
When you need to have your locks changed for your safety.

17. When can I request a lock change for my apartment?

You can request a lock change if you or a member of your household reasonably believes they are under imminent threat of domestic violence, rape, sexual assault or stalking at the premises.

18. How do I prove that such a threat exists?

A landlord can, but does not have to, request proof that such a threat exists. If you are asked provide *ONE* of the following documents to your landlord:

- Copy of a valid protection or harassment prevention order under G.L. c. 209A or G.L. c. 258E;
- A record from a federal, state or local court or law enforcement (e.g., police) of an incident and the name of the perpetrator if known;
- A written verification from a qualified third party including domestic violence and sexual assault counselors, licensed social workers and mental health professionals, and various law enforcement professionals. Adult victims will be asked to provide a sworn statement that the facts in the verification are true.

19. What if the person who poses the safety threat is on my lease?

The landlord may change the locks and refuse to provide that person with a key if *ONE* of the following is provided:

- Copy of a valid protection or harassment prevention order under G.L. c. 209A or G.L. c. 258E;
OR
- A record from a federal, state or local court or law enforcement (e.g., police) of an incident of violence.

The law also prohibits you from giving that person a copy of the new key.

20. Does the landlord have to respond to a lock change request?

Yes, after you give the landlord documentation. The landlord must change the locks within 2 business days or give you permission to do so. If the landlord does not respond to you within 2 business days of your request you do not need the landlords permission to change the locks. The landlord may charge you a reasonable fee to change the locks.

Massachusetts Victims of Violent Crime Compensation Program may help you pay the fee to change the locks.⁵

21. How long does a landlord have to give me a key once the locks are changed?

The landlord must give you a key within the same 2 business days the locks must be changed.

22. What if I get the locks changed on my own?

If you change the locks, they must be installed in a workmanlike (i.e., professional) manner with locks of similar or better quality than the original. If they are not, the landlord can replace the locks and charge you for the costs.

You must give a copy of the key to the landlord within 48 hours after you change the locks.

23. What if a landlord tries to stop me from changing the locks or doesn't give me a key after changing the locks?

You can file a court case. File your case in the Housing Court, Superior Court, District Court or Boston Municipal Court to force the landlord to change the locks. If you win, you would have the right to damages and to reasonable attorney's fees.

PROTECTION AGAINST HOUSING DISCRIMINATION FOR ASSERTING YOUR RIGHTS TO BREAK YOUR LEASE OR HAVE YOUR LOCKS CHANGED

24. If I end my lease or change my locks in an old apartment, can a new landlord refuse to rent, or a housing subsidy provider deny assistance, to me?

No. Doing so would be a violation of the law.

PROTECTION AGAINST EVICTION FOR OBTAINING A PROTECTION OR HARASSMENT PREVENTION ORDER OR CALLING THE POLICE

25. Am I protected from retaliation for exercising my rights under the law or my rights to protection?

Yes. You are protected from retaliation for:

- exercising your lock change rights,
- taking action under G.L. c. 209A or G.L. c. 258E,

⁵Victim Compensation website <http://www.mass.gov/ago/public-safety/resources-for-victims/victims-of-violent-crime/victim-compensation.html>

- reporting an incident of domestic violence, rape, sexual assault or stalking to law enforcement (e.g., police), and
- reporting a violation of a protection or harassment prevention order.

Unless the landlord can prove by clear and convincing evidence that they would have brought the eviction at the same time and in the same way even if you had not exercised your rights under the law, it is retaliation. This is true even if the landlord was friends with the perpetrator or originally leased to the perpetrator.

PROTECTION AGAINST BEING FORCED TO WAIVE YOUR RIGHTS

26. Can a landlord ask me to waive some or all of these rights in a lease?

No. Doing so is a violation of the law.

OTHER RIGHTS FOR APPLICANTS AND RESIDENTS OF FEDERALLY ASSISTED HOUSING PROGRAMS: The Massachusetts law protects all applicants and tenants. Applicants and tenants of federally assisted housing programs have expanded rights under the Violence Against Women Act (VAWA).⁶

Resources

24-Hour Assistance:

SafeLink/Massachusetts Domestic Violence Hotline	1-877-785-2020 (TTY 1-877-521-2601)
National Domestic Violence Hotline	1-800-799-SAFE (7233) (TTY 1-800-787-3224)
National Sexual Assault Hotline (RAINN)	1-800-656-HOPE (4673)
National Dating Abuse Hotline	1-866-331-9474 (TTY 1-866-331-8453)

Find your local sexual and/or domestic violence program here: http://www.janedoe.org/find_help/search

Find local legal services here: <http://www.masslegalservices.org/FindLegalAid>

Massachusetts Victim Compensation & Assistance Division **(617) 727-2200 ext. 2160**

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⁶<http://www.masslegalhelp.org/domestic-violence/housing/vawa-section8-vouchers>