

Tenant's Rights in Situations of Domestic Violence

Uptown People's Law Center

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State law: The Illinois Safe Homes Act gives special rights to tenants facing domestic violence. It covers private rental housing and subsidized housing (e.g. Section 8), but not public housing.

Escaping a threat: A tenant who faces (or whose housemate faces) a "credible imminent threat" of **domestic or sexual violence** in the building (or the outside yard, parking lot, etc.) can move out and break the lease.

- **The tenant does not have to pay rent owed** for the time period following move-out. If the landlord sues for it, the tenant has a defense (as long as the tenant has some proof).
- **The tenant only needs to write to the landlord** beforehand or within 3 days after moving out, saying that she ended the lease because of a credible imminent threat.
- **The landlord cannot tell** the tenant's future landlord that the tenant used this rule.
- **Definitions:** **Domestic violence** means abuse by a family or household member; **Sexual violence** includes sexual assault, sexual abuse, and stalking.

Leaving after a sexual violence attack: Same rule applies if someone in the household experiences an **act of sexual violence** in the building (or the outside yard, parking lot, etc.), **except the tenant does not need evidence of a future threat.**

- **The violence cannot be more than 60 days before giving notice to the landlord** unless the tenant has a reasonable excuse, like hospitalization or seeking shelter.
- **The tenant needs to tell the landlord** the date of the incident and evidence that it happened (medical or police statement, note from a victim services center, etc.).

Changing the locks: Tenants who believe a credible imminent threat of domestic/sexual violence faces them in their building can write to the landlord asking for a lock change.

- **Within 48 hours of the written request**, the landlord must change the locks or permit the tenants to change them. Otherwise, the tenants can change them without permission (can't be locks of lower quality) or they can sue the landlord in court.
- **To change the locks on someone who is NOT on the lease**, the lease must be in writing. Everyone on the lease needs to join the written request, and it has to come with evidence (medical or police statement, note from a victim services center, etc.).
- **To change the locks on someone who IS on the lease**, the lease can be written or oral. Everyone besides the abuser needs to join the written request, and it has to come with either a Plenary Order of Protection or Civil No Contact order.

- **The landlord can charge a reasonable price** for the lock change (customary price).
- **If the landlord actively tries to prevent a lock change** and the tenant did everything correctly, the tenant can sue to get the court to intervene.
 - E.g. temporary restraining order, preliminary or permanent injunction.
 - If the tenant wins, the tenant can have the landlord pay attorney's fees and costs.
- **Whoever changes the locks should try to deliver the new keys** within 48 hours. If either the landlord or the tenant fails to make a "good faith effort" to deliver the keys, that person is liable to the other for any damages (e.g., harms caused by lack of access).

Federal law: The Violence Against Women Act (VAWA) protects survivors of ***domestic violence, dating violence, sexual assault, and stalking*** (plus immediate family/housemates).

Scope: Covers most forms of federally-supported housing, most public housing and Sec. 8 housing (vouchers and project-based). Not private housing without federal rental assistance.

Protection from eviction: Landlords cannot remove a tenant from housing based on a threat or actual act of VAWA-covered abuse against the tenant (plus immediate family/housemates).

- However, the landlord might be able to evict the tenant if not doing so poses a real and immediate threat to the safety of other tenants.

Protection from discrimination: Landlords cannot refuse housing or federal rental assistance based on the housing applicant's history as a victim of VAWA-covered abuse.

Protection from abuse: Landlords are allowed to evict a single person from the household for committing VAWA-covered abuse, without breaking the lease for everyone else in the unit.

- If federal housing assistance was under the abuser's name, the remaining tenants can seek to have it transferred over to them.

Right to escape: Survivors of VAWA-covered abuse who have Section 8 vouchers can do an emergency transfer with their vouchers to different housing programs if they expressly ask and:

- ***EITHER*** they experienced ****sexual assault**** in the building (or the outside yard, parking lot, etc.) in the last 90 days, ***OR*** they reasonably believe that there is a threat of imminent harm from more violence if they don't move out.
 - That belief could be based on VAWA-covered abuse against a housemate.
- ***Also***, they must meet the eligibility requirements for the other housing program.

Proving VAWA applies: Tenants can fill out a self-certification form, provide a letter from a doctor/victim service provider/attorney/etc., or a police report/court record/etc.