

Domestic Violence Early Lease Termination  
Pursuant to Arizona Revised Statutes section 33-1318

NOTICE: IF YOU FALSELY CLAIM TO BE A VICTIM OF DOMESTIC VIOLENCE IN ORDER TO OBTAIN AN EARLY LEASE TERMINATION YOU MAY BE CHARGED AND CONVICTED OF A CRIMINAL OFFENSE AND BE LIABLE TO YOUR LANDLORD FOR TREBLE DAMAGES.

IN ORDER TO HAVE YOUR LEASE PERMATURELY TEMINATED AND TO BE RELEASED FROM FUTURE OBLIGATIONS UNDER YOUR RENTAL AGREEMENT, YOU MUST COMPLY WITH ALL OF THE REQUIREMENTS OF THE LAW AND PROVIDE THE INFORMATION REQUESTED ON THIS FORM.

I, \_\_\_\_\_, have a legally valid lease or rental agreement for the premises located at: \_\_\_\_\_, unit # \_\_\_\_\_. The lease or rental agreement is scheduled to expire on: \_\_\_\_\_. I declare, under penalty of perjury, that I am a victim of domestic violence as defined by Arizona Revised Statutes 13-3601, and that to the best of my knowledge; the information provided by me in this written notice is truthful and accurate.

I am requesting an early termination and release from my lease, effective \_\_\_\_\_, 20\_\_, a date mutually agreed to by my landlord (and which is not later than 30 days from the date of this notice). \_\_\_\_\_ (landlord initials indicate agreement).

As evidence that I am a victim of domestic violence, I am providing the following documentation, along with this written notice:

- A copy of a protective order issued pursuant to section 13-3602 to a tenant who is a victim of domestic violence, with me listed as the plaintiff.
- Per my landlord's request, I am providing a copy of a receipt or signed statement that the order of protection has been submitted to an authorized officer of a court for service.
- A copy of a written departmental report from a law enforcement agency that states that I notified the law enforcement agency that I was a victim of domestic violence.

The action, events or circumstances that resulted in my being a victim of domestic violence as defined in Section 13-361 occurred on \_\_\_\_\_, (Must be within the thirty day period immediately preceding this written notice of termination to the landlord, unless waived by the landlord).

\_\_\_\_\_ (Landlord initials indicating waiver of thirty day requirement)

THE PERSON NAMED IN THE ORDER OF PROTECTION OR A DEPARTMENTAL REPORT AS INDICATED ABOVE HAS PROVOKED THIS EARLY LEASE

TERMINATION, AND IS DEEMED TO HAVE INTERFERED WITH THE RESIDENTIAL RENTAL AGREEMENT BETWEEN THE LANDLORD AND TENANT REGARDLESS OF WHETHER THIS PERSON IS A PARTY TO THE RENTAL AGREEMENT. THIS PERSON 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

The name and all known addresses to me of the person who provoked this early lease termination are contained in the copy of the order of protection or a departmental report provided to the landlord with this written notice.

Per my landlord's request, in addition to the name and address contained in the copy of the order of protection or a departmental report provided to the landlord with this written notice, I know the person also uses the following name and/or address(es).

Additional Names: \_\_\_\_\_

Additional Addresses:

Date of Birth: \_\_\_\_\_

Soc Sec # \_\_\_\_\_

\_\_\_\_\_

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On or before the termination and release date indicated above, I will submit to the landlord the sum of \$ \_\_\_\_\_, representing rent owed through the date of the lease termination plus any previous obligations outstanding. I understand that if I have pre-paid rent for the month in which the lease is terminated, the landlord may retain the prepaid rent and no refund is due to me. If I have paid a security deposit pursuant to Section 33-1321, the security deposit shall not be withheld for the early termination of the lease if I meet the requirements prescribed by Section 33-1318 Subsection A, but may be withheld for payment of damages which the landlord has suffered by reason of my noncompliance with Section 33-1341.

I understand that if there are multiple tenants who are parties to the rental agreement that is being terminated herein, 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 by Section 33-1318 Subsection A, that caused the termination of this lease, may, at the landlord's sole discretion, 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.

Signature/date block

