**Steps to Terminate your Rental Lease Agreement**

**via House Bill 17-1035**

**To whom does this law apply?**

Survivors of intimate partner violence, sexual violence, and stalking who wish to terminate their rental lease agreement if they seek to vacate the premises due to fear of imminent danger for self or children. This is useful for survivors who may live with their perpetrator or abuser, or if a stalker, abuser, or perpetrator has located your home address and you no longer feel safe there. If you are worried about a stalker, abuser, or perpetrator finding out your new location, the Colorado Address Confidentiality Program (<https://www.colorado.gov/pacific/dcs/acp>) is a helpful resource to keep your new address confidential. ASAP can assist you in applying for address confidentiality (<http://www.unco.edu/assault-survivors-advocacy-program/about/services.aspx>).

**Process:**

*Step 1*: Get documentation from one of these three options:

1. A police report filed within the last 60 days
2. A letter from a certified application assistant through the Colorado Address Confidentiality Program (Angie Makomenaw, the Director of ASAP, meets this qualification and can write a letter for you)
3. A letter from a medical professional (such as a sexual assault nurse examiner or your physician)

*Step 2*: Provide written notice to your landlord of your intent to terminate your rental lease agreement via HB17-1035. Provide a copy of your documentation from Step 1. It is also helpful to provide a copy of HB17-1035 as some landlords may not be familiar with this relatively new Colorado law—you can access a copy of the law from the ASAP website or directly by visiting this website: <https://leg.colorado.gov/sites/default/files/documents/2017A/bills/2017a_1035_signed.pdf>

*Step 3*: Paying your rent. Under this law, you will owe rent for the month in which you submit written notice to your landlord (Step 2), AND one full month of rent following. For example, if you provide written notice to your landlord and move out on January 21, you would owe full January rent plus full February rent to your landlord. Your landlord cannot charge you any additional fees for “breaking the lease,” even if your lease agreement stipulates a fee for terminating the lease early.