



California Survivors' Housing Rights Lease Addendum Information Sheet

The California Survivors' Housing Rights Lease Addendum was created by the HOME Cohort with input from housing and domestic violence service providers, state and national experts, legal advocates, and technical assistance providers working at the intersection of homeless and domestic violence. This Addendum can be added to any California tenant lease to explain the legal protections available to survivors residing in the state.

The HOME Cohort was founded in 2019 to address the intersection of domestic violence and homelessness. For women, the leading cause of homelessness is domestic violence, but systems designed to address homelessness fail to provide the confidentiality and safety protections that survivors need to be rehoused. Together, the eleven domestic violence organizations in the HOME Cohort focus on finding solutions that account for the safety and economic security of survivors experiencing homelessness.

The HOME Cohort

The California Partnership to End Domestic Violence (The Partnership), Community Overcoming Relationship Abuse (CORA), Empower Tehama, Family Violence Law Center, Haven Women's Center of Stanislaus, Human Options, Rainbow Services, Strong Hearted Native Women's Coalition, Jenesse Center, Black Women for Wellness, and Women's Foundation California.

For more information, please contact: home@cpedv.org



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California Survivors’ Housing Rights Lease Addendum

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord named above.

Purpose of the Addendum

The lease for the unit listed above is being amended to include the parts of California law that give housing protections for the different types of crime survivors described below. This document uses the word survivor throughout; however, California law may use the word victim.

Conflicts with Other Provisions of the Lease

In case of any conflict between provisions of this Addendum and other sections of this Lease, the provisions of this Addendum shall prevail.

Term of this Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

The following housing protection descriptions are **only summaries**. Please refer to each code section, and seek help from one of the resources listed below and/or your local domestic violence, sexual assault, anti-human trafficking, or housing agency to learn more about your rights under the law.

- **Lock changes:** A landlord must change the locks of a survivor’s unit, at the landlord’s own expense, within 24 hours of when a survivor of domestic violence, sexual assault, stalking, or civil harassment (including a credible threat of violence) requests in writing to have their locks changed after the protected tenant gives the landlord a copy of a court order that excludes from the dwelling unit the restrained person referred to in subdivision. A survivor living with the person who perpetrated abuse can verify they are a survivor with a protective order that excludes the perpetrator of abuse from the unit with a move out order, and a survivor that does not live with the perpetrator can verify they are a survivor with a copy of a police report or protective order. [Cal. Civ. Code §§ 1941.5 & 1941.6](#).
- **Breaking a lease early:** A landlord must allow a tenant to break their lease early without having to pay a penalty, if: 1) the tenant is a victim of domestic violence, sexual assault, stalking, human trafficking, abuse of an elder/ dependent adult, or crimes that caused injury, involved a deadly weapon, or involved force or threat of force; the tenant is a household member living with such victim(s); or the tenant is an immediate family member of such victim(s) **and** 2) the tenant provides specific types of evidence of victimization (see Civil Code section for details) two weeks in advance. The person breaking their lease early is only responsible for the two weeks’ rent, and normal laws about security deposits apply. [Cal. Civ. Code § 1946.7](#)

- **Eviction defense based on abusive acts:** A landlord cannot evict a tenant because of an act or acts of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse against a tenant or household member, unless the perpetrator of abuse is a current tenant or household member. [Cal. Civ. Proc. Code § 1161.3.](#)
- **Eviction defense and prospective tenant protections based on seeking emergency help and survivor status:** A landlord also cannot evict or otherwise punish a survivor of abuse (including survivors of domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse); a survivor of a crime; or an individual in an emergency because they called the police or tried to get other or emergency assistance (or someone else called the police for them). For the purposes of tenant screening, a landlord or a landlord’s agent shall not make an adverse action based on an allegation that the prospective tenant breached a lease or rental agreement if the alleged breach stemmed from an act of abuse or violence, the prospective tenant has previously requested to have their locks changed, the prospective tenant, or immediate family member, have been a victim of abuse or violence. [Cal. Civ. Code § 1946.8. & 1946.9](#)
- **Kick out/Move out orders:** A court can make an order kicking out an abusive person from the survivor’s home, even when the survivor is not on the lease or the homeowner. [Cal. Fam. Code § 6321.](#)
- **Address confidentiality program:** Survivors of domestic violence, sexual assault, human trafficking, and other crimes can enroll in an address confidentiality and mail forwarding program to help keep their home address safe. [Cal. Gov’t Code §§ 6205-6210.](#)
- **Local governments cannot require eviction due to calls for police or emergency assistance:** Local governments cannot make a landlord evict someone (or otherwise punish the landlord or tenant) because the police or other emergency assistance were called to help because of a crime, or other type of emergency, including but not limited to: domestic violence, sexual assault, human trafficking, stalking, or elder/dependent adult abuse). [Cal. Gov’t Code § 53165.](#)
- **Eligibility for homeless assistance due to domestic violence:** A family can apply for temporary and permanent homeless assistance through CalWORKs when they become homeless as a result of domestic violence. [Cal. Welf. & Inst. §§ 11450\(f\)\(2\)\(E\)\(iii\)-\(v\).](#)
- **California Fair Employment & Housing Act and Unruh Civil Rights Act:** Both laws prohibit housing discrimination based on sex, which may offer protections for survivors, depending on the circumstances. [Cal.Gov.Code § 12955 \(FEHA\); Cal. Civ. Code § 51 \(Unruh\).](#)

Tenant

Date

Landlord

Date

For more information or to be connected with a local service provider in your area, please contact:

National Domestic Violence Hotline: 1-800-799-SAFE (7233) / <https://www.thehotline.org/>

StrongHearts Native Helpline: 1-844-7NATIVE (762-8483) / <https://strongheartshelpline.org/>

California Partnership to End Domestic Violence: (916) 444-7163 / <https://www.cpedv.org>

ValorCA: Advancing Equity. Ending Sexual Violence: (916) 446-2520 / <https://www.valor.us/>

Coalition to Abolish Slavery and Trafficking: (888) 539-2373 / <https://www.castla.org/>