How do I terminate my lease under the Illinois Safe Homes Act ("SHA")?

The SHA protects survivors of domestic and sexual violence living in private and most subsidized rental housing*^ by allowing them to terminate their lease and change their locks safely, confidentially, and without financial penalties.

*Public housing is not covered by the SHA.
^Subsidized housing has additional protections under VAWA so that you can transfer your subsidy instead of terminating it.

lease termination
- Credible imminent threat of harm on the premises
- Written notice to landlord 3 days before or after you leave your home
- If sexual violence happened on the premises within 60 days, you can provide evidence (police, medical, or court records, or statement from a victim services provider) rather than showing a credible imminent threat

Best practices:
- Bring a witness when you give your notice OR send by tracked mail
- Remove all of your belongings and return your keys

lock changes
- Credible imminent threat of harm on the premises
- If you have a written lease and the person harming you is not on the lease: written request with everyone on the lease and include evidence
- If you have an oral lease or the person harming you is on the lease: written request and include a copy of a plenary order of protection

confidentiality
Your landlord cannot tell future landlords that you used the SHA or share any information or evidence that you gave in support of your request

The Network
Advocating Against Domestic Violence
Starting the conversation:

My date sexually assaulted me in my apartment, and he made a copy of my keys without my permission. I have enclosed a copy of the police report I made. I need to change the locks under the Safe Homes Act as soon as possible.

My ex-boyfriend has threatened to hurt me, and I do not feel safe living here anymore. I am terminating my lease under the Safe Homes Act. I will be moving out on [DATE], and I will return my keys at that time. You can send my security deposit to [ADDRESS].

FAQs:

¿ What about stalking?
- Stalking falls under the definition of "sexual violence" and is covered.

¿ What is a "credible imminent threat"?
- A credible imminent threat depends on the circumstances but includes the person that has harmed you knowing where you live and/or threatening to come to your home and cause you further harm.

¿ What does it mean to be "on the premises"?
- On the premises means in your unit or around your unit (e.g. in the hallway, community areas, parking lot).

¿ What if my landlord doesn't change my locks?
- If your landlord does not change your locks within 48 hours, you can change the locks yourself and provide your landlord with the keys.

¿ Who should pay for the lock change?
- Your landlord can charge you a reasonable price for changing the locks, but you can ask them if they are willing to waive this cost.

¿ What if my landlord tells future landlords that I used the SHA?
- The landlord could be liable for up to $2,000 in actual damages if they disclose your information.