

# In Delaware, domestic violence survivors have the legal right to terminate rental leases early.

Delaware Code - TITLE 25 Landlord Tenant Code  
Section 5314 Tenant's right to early termination.

<https://delcode.delaware.gov/title25/c053/index.shtml>

**Del C. § 5314 (b)** Upon 30 days' written notice, which 30-day period shall begin on the first day of the month following the day of actual notice, the tenancy may be terminated:

(6) By a tenant who is the victim of domestic abuse, sexual offenses, stalking, or a tenant who has obtained or is seeking relief from domestic violence or abuse from any court, police agency, or domestic violence program or service; or

**Del. C § 5141 (6)- Domestic Violence Definition and Third Party Professional Verification**

"Domestic abuse" shall mean any act or threat against a victim of domestic abuse or violence that either constitutes a crime under Delaware law or any act or threat that constitutes domestic violence or domestic abuse as defined anywhere in the Delaware Code.

Domestic abuse can be verified by an official document, such as a court order, or by a reliable third-party professional, including a law-enforcement agency or officer, a domestic violence or domestic abuse service provider, or health care provider. It is the domestic violence or abuse victim's responsibility to provide the reliable statement from the reliable third party.

- 
- 1) The tenant must give written notice to their landlord that they are terminating their lease due to domestic violence. The lease can terminate on the first day of the month *following* 30-days written notice (for example – notice given May 21<sup>st</sup>, lease will terminate July 1<sup>st</sup>).
  - 2) Domestic Violence Advocates can verify abuse with a letter simply stating that they are providing "third party professional verification of domestic abuse". Details of abuse are not required. A court order, verification from law enforcement or health care providers can also be third party verifications.

SAMPLE LETTERS TO LANDLORD AND THIRD PARTY VERIFICATION CAN BE FOUND AT [www.dcadv.org](http://www.dcadv.org)



DATE:

To: LANDLORD

LANLORD ADDRESS

FROM: TENANT

Re: 30 Day Notice To Terminate Pursuant Del. C § 5314 (b) (6)

PROPERTY ADDRESS

Dear Landlord:

I am a tenant who leases the above rental unit. I am a victim of domestic violence. I am receiving services from the (name of Domestic Violence Program) and for safety reasons I have to terminate my lease. This letter constitutes my 30 days' notice to you. (Tenant can provide additional info, such as plans to return keys, date occupancy ending, etc.)

Sincerely,

TENANT

**AGENCY LETTERHEAD**

**DATE**

To: **LANDLORD**  
**LANDLORD'S ADDRESS**

Re: 30 Day Notice To Terminate Pursuant Del. C § 5141 (6)- Third Party Professional Verification

From: **ADVOCATE'S NAME**  
**AGENCY ADDRESS**

Dear Landlord:

I am a Domestic Violence Advocate with the above noted program. I understand that the above referenced tenant, for safety reasons, and pursuant 25 Del. C. § 5314 (b) (6) has terminated her tenancy with you at the address listed above. This writing constitutes the reliable third party professional verification of domestic abuse pursuant to 25 Del. C. § 5141 (6).

Thank You,

**ADVOCATE**

Domestic Violence Advocate