

**SAMPLE SAFE HOMES ACT LETTER TO LANDLORD**

My office represents \_\_\_\_\_ (client). **Please** be advised that pursuant to the Safe Homes Act, \_\_\_\_\_ (client) is terminating her lease and moving out of the house located at \_\_\_\_\_ (address) due to a credible imminent threat of physical violence and harassment at the residence.

**\_\_\_\_\_ (client) will vacate the premises at the end of the day on \_\_\_\_\_ (date) , and she will turn in the keys to the premises on that date.**

The Safe Homes Act allows a tenant to move out of a rental before the end of the lease due to a credible imminent threat of domestic violence at the premises. \_\_\_\_\_ (client) is giving you written notice within 3 days of moving out, as the Act requires. You cannot charge him/her any rent after he/she has left the property. The Safe Homes Act is located in the Illinois Compiled Statutes at 765 ILCS 750/15.

On March 1, 2022, \_\_\_\_\_ (abuser) attacked \_\_\_\_\_ (client) on the premises, grabbing his/her head and shoving him/her to the ground. \_\_\_\_\_ (abuser) had previously threatened \_\_\_\_\_ (client) on the premises and physically assaulted him/her. \_\_\_\_\_ (client) has obtained a plenary order of protection against \_\_\_\_\_ (abuser), in McLean County Case No. 2022 OP 80. He/she is afraid for his/her safety staying in the premises and is moving out due to the imminent threat of danger from \_\_\_\_\_ (abuser).

Please note that under the law you cannot disclose \_\_\_\_\_ (client) use of the Safe Homes Act protections to any prospective landlord who contacts you. Nor can you disclose any of the information provided by \_\_\_\_\_ (client) in his/her exercise of Safe Homes Act protections. Violation of this part of the Act may subject you to damages up to \$2,000, as well as attorney's fees and costs. Please contact me with questions or concerns (or have your attorney do so if you have an attorney).

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