

## SAFE HOMES ACT COMPLAINT

Plaintiffs, \_\_\_\_\_(name), by their attorney, state their complaint against defendant , as follows:

1. On or about \_\_\_\_\_(date), plaintiffs as tenants and defendant as landlord entered into a written lease agreement for the premises commonly known and described as (hereafter referred to as "premises"). A copy of the lease agreement is attached as Exhibit A and incorporated herein by reference.
2. The property in question is considered rental property subject to the provisions of the Safe Homes Act, Public Act 094-1038.
3. Defendant is the owner of the premises or is the managing agent for the owner of the premises.
4. On (date), plaintiff \_\_\_\_\_ was sexually assaulted by her boyfriend at the premises. The boyfriend is not a tenant pursuant to the written lease agreement.
5. On (date), pursuant to \_\_\_\_\_ of the Safe Homes Act, plaintiffs informed the defendant in writing of the sexual assault. In that notice, plaintiffs stated that they had a credible imminent threat of sexual or domestic violence on the premises because the boyfriend has not been arrested by the police and the plaintiffs believe he has the means to gain access to the premises. Plaintiffs requested that the defendant change the locks to their apartment within 48 hours or allow the plaintiffs to change the locks within that time. The notice was signed by all of the plaintiffs who are parties to the written lease. Attached to their written notice was a letter from Plaintiff \_\_\_\_\_'s treating physician for the sexual assault. A copy of the written notice and the letter from the treating physician is attached as Exhibit B and incorporated herein by reference.
6. Pursuant to \_\_\_\_\_ of the Safe Homes Act, all tenants to a written lease where the perpetrator is not part of written lease may request an emergency lock change or request the right to change the locks on their own if they indicate in writing that there is a credible imminent threat of domestic or sexual violence on the premises against any one of the tenants and supply third-party evidence. If the landlord refuses to change the locks on an emergency basis or prohibits the tenants from doing so, the tenants may seek relief from a court of law to allow them to change locks. The landlord is then liable for court costs and reasonable attorney's fees.
7. On (date) Defendant verbally told the plaintiffs that he would not change the locks on an emergency basis. He also said that he would prohibit the plaintiffs from changing the locks on their own.

WHEREFORE, Plaintiff respectfully requests:

- A. That the Court find and declare that defendant has violated the Safe Homes Act, \_\_\_\_\_, and has refused to either conduct an emergency lock change or allow the tenants to change the locks.
- B. That the Court prohibit the defendant from taking any action to prevent the plaintiffs from changing the locks to their apartment.

C. That the Court enters a judgment in favor of the plaintiffs and against defendant for the cost of filing this action plus reasonable attorneys fees, in accordance with the Safe Homes Act.

C. That the Court grants such further relief as the Court deems equitable and just.

Respectfully submitted,

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