FOREWORD

Dear Friends,

Can you imagine being abruptly ejected from the United States — and leaving behind your home, your children, your job, your bank account, and everything else you’ve spent years to build? Can you imagine what your children would feel when they arrived home and you’re gone?

Deportation can be a cataclysm for families and communities, destroying decades of hard-earned assets and rupturing family development. But with advanced planning, immigrant families can prevent an enormous amount of this damage.

That’s why Appleseed is proud to present an updated version of its 2012 Manual, “Protecting Assets and Child Custody in the Face of Deportation.” This one-of-a-kind resource is designed for immigrants and those who work with them; the host of attorneys, nurses, social workers, religious workers who are stepping up in challenging times.

Appleseed’s Manual will help families develop plans in advance to deal with critical financial and family issues in the event of deportation, arrest, and other family emergencies. It will help immigrant families deal with child custody and related children’s issues, personal finances, assets and personal property, remittance payments, wages and benefits, business issues, and taxes. And it includes special guidance for family and children’s issues, including professional advice for parents to help their families deal with painful psychological issues, and for immigrant survivors of domestic violence and sexual assault.

Make no mistake: for vulnerable immigrant families, advance planning can make all the difference. Once an immigrant is detained or deported from the United States, navigating a legal proceeding or managing assets is much more difficult, or even impossible, especially since immigration laws bar immigrants from reentering the United States after deportation for several years.

We are grateful to our pro bono law firms, volunteer psychologists, translation companies, and more than 20 nonprofit partners across the country who wrote, researched, proofread, and translated this manual into Spanish. We could simply not have done it without you. Thank you so much to Adams and Reese LLP, the Asian Pacific Institute on Gender-based Violence, ASISTA, Ballard Spahr LLP, BGBG Abogados, Cooley LLP, Directum Translations, Hogan Lovells LLP, Mexico Appleseed, the Mexico
City Department of Labor, MomsRising/MamasConPoder, Norton Rose Fulbright, O’Melveny & Myers, The William Alanson White Institute Center for Public Mental Health, and White & Case for your commitment, careful drafting, and counsel during this process. We are also deeply grateful to the Annie E. Casey Foundation and the Ford Foundation for their support of these efforts.

Immigrants come to the United States to build a better future and to unite with family members. Most have lived in the United States for many years, paying taxes and joining the daily life of their communities. Over time, immigrants buy homes, start businesses and build personal assets. When they build better lives, they make our country stronger.

That’s why this Manual is a labor of love for all who worked on it. We are committed to fairness and compassion for the millions of immigrants living in our country. Our hope is that you can use this resource to help them build better lives.

Sincerely,

Annette LoVoi, Director, Financial Access and Asset Building, Appleseed
Disclaimers

Each Chapter is intended to provide generalized information on a particular topic. In many cases, laws may differ from state to state. Therefore, this information is not intended to replace state-specific legal assistance. Nothing in this manual is intended to create an attorney-client or fiduciary relationship.

Appleseed recognizes and understands the legal term “alien,” used to describe any person born in another country to parents who are not American and who has not become a naturalized citizen, but is living or staying in the United States. However, throughout this Manual, we will primarily use the term “immigrant” in place of the term “alien” based on AP Stylebook guidance and the recommendations of our partners. The exception will be when citing laws, codes, or regulations that specifically use the term “alien.”
14. ENDING A RESIDENTIAL LEASE

Deportation can cause many concerns about living situations. The most important things to keep in mind are understanding your lease and speaking to your landlord. This chapter addresses the following issues:

- Understanding a Residential Lease
- Terminating a Residential Lease
- Right to Enter
- Continuing a Lease
- Checklist for Residential Leases

Understanding a Residential Lease

The most important step in transitioning from a residential lease is understanding the lease. As a precaution, it is best if you learn about your lease before being detained or deported.

If the lease is a written lease, the terms of the lease govern termination and the recovery of personal property.

If the lease is not in writing, state, county and city statutes will govern the relationship.

If your lease is not in writing, you may want to consult with an attorney. There are many organizations that provide tenant-landlord legal advice. For example, you can:

- reach out to local law schools and ask if they have housing clinics; or
- reach out to organizations such as the Housing Rights Center or the Legal Aid Society and ask where you can get free legal advice.

Remember, even if these organizations cannot help you themselves, they may be able to point you in the right direction. You do not have to try and understand everything on your own!
Terminating a Residential Lease

If you live alone, or if everyone in your household will be moving out, you will likely want to end your lease. Your written lease or local law will regulate how to properly end your lease. As mentioned above, most leases require that you give your landlord a minimum of 30 days’ notice that you will be terminating your lease. Depending on your arrangement, you may need to give more or less notice.

If the term of the lease has not run out, it is possible that you will be responsible for finding a new tenant or paying the remainder owed.

Make sure you discuss your situation with your landlord as early as possible. If instead of giving notice, an individual refuses to pay rent when it is next due, the landlord can start the eviction process.

Right to Enter

The circumstances by which you end your lease may determine your right to enter the property later to claim your belongings or retrieve mail. If you are providing notice to terminate the lease you should plan to have all items removed by the last day covered by your rent payment. If you are facing eviction due to non-payment, written notices from your landlord or the courts may stipulate specific deadlines, review such documents carefully and seek legal help if needed.

If you do not remove your things within a reasonable time, you may owe the landlord for expenses associated with storing or disposing of the property. Do not assume that you will be allowed to enter after your lease is terminated. Whenever possible, try to get all agreements with your landlord documented in writing.

To avoid complications down the line, you should make arrangements for the safekeeping of your personal items. For example, you can arrange for a trusted person to have keys so someone can remove personal property within a reasonable amount of time, if you are detained or deported. Submit a change of address form with the post office as early as possible so that you can forward your mail – do not expect your landlord to hold or forward it for you.
Continuing a Lease

You may want to continue your lease, especially if you have family members or friends living in the residence who are staying in the U.S. In this scenario, there are a few options:

- **You can continue the original lease.** This often will require the landlord’s consent because you will no longer occupy the space.
- **You can terminate the lease, and the remaining occupants can start a new lease with the landlord’s permission.**
- **You can assign or sublet the lease.** Be aware that traditionally, when a lease is sublet the individual will still be ultimately responsible for the payments. In addition, subletting is prohibited under many statutes and written leases, and can lead to eviction of the subletter.

In all continuing lease scenarios, open and honest communication with the landlord is key.
CHECKLIST: RESIDENTIAL LEASES

☐ Find out if you have a written lease. If so your lease is governed by that document. If not, your lease is governed by the local law.

☐ If you want to terminate your lease find out how much notice you are obligated to give your landlord, whether you will have to pay the remaining rent due under your lease, and how much time you will have to retrieve your things.

☐ Reach out to local organizations and law schools if you need legal advice.

☐ Arrange for a trusted person to have keys to ensure that someone can remove your personal property if you are detained or deported. Remember that you have the right to enter your home to remove your property within a reasonable time, likely three days or less, after a lease is terminated. If you fail to remove property within a reasonable time you may owe the landlord for expenses associated with storing or disposing of the property.

☐ If you have friends or family members who wish to continue your lease you have three options:

  • continue the original lease with the landlord’s consent;
  • end the original lease and enter into a new lease with the landlord’s consent; or
  • “succeed” the lease through an assignment or sublease from you.