LEASE ADDENDUM FOR MULTIFAMILY HOUSING PROGRAMS

**Violence Against Women Reauthorization Act of 2013 (VAWA)**

|  |  |  |
| --- | --- | --- |
| TENANT | LANDLORD | UNIT NO. & ADDRESS |

This Lease Addendum (Addendum) adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the protections and requirements of the Violence Against Women Act Reauthorization Act of 2013 (VAWA) (4Pub.L. No.113-4) and implemented by HUD’s Final Rule (81 Fed. Reg. 80724 (Nov. 16, 2016)). The VAWA protections apply to all tenants who are beneficiaries of assistance as tenants of HUD-assisted housing and who are victims of domestic violence, dating violence, sexual assault, or stalking. The VAWA requirements apply to owners/landlords, or managers that administer HUD programs covered by VAWA. Notwithstanding the title of the VAWA, protections are not limited to women but apply to all victims, regardless of sex, gender identity, or sexual orientation.

.

**Conflicts with Other Provisions of the Lease: In case of any conflict between this Addendum and** other provisions of the Lease, this Addendum shall prevail.

**Definitions**

As used in this Addendum, the terms “Actual and Imminent Threat”, “Affiliated Individual”, “Bifurcate”, “Dating Violence”, “Domestic Violence”, “Household”, “Other Person Under the Tenant’s Control”, “Sexual Assault”, and “Stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart A and L.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

1. The Landlord shall provide to tenants the “Notice of Occupancy Rights under the Violence Against Women Act”, form HUD-5380 (Notice). The Notice explains the VAWA protections, including the right to confidentiality, and provides instruction on how to request an emergency transfer. Along with this Notice, landlord shall provide tenants with the HUD-approved “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation”, form HUD-5382 (Certification). Victims may complete this form to document their eligibility for VAWA protections.
2. In certain instances, the landlord may request that the tenant/victim, or an individual on the victim’s behalf, complete form HUD-5382 to document that the individual is eligible for VAWA protections. The tenant shall submit the Certification and/or other documentation, as noted on the Certification, within 14 business days of the landlord’s request, or an agreed upon extension date, to receive protections under VAWA. Failure to provide the Certification or other supporting documentation within the specified timeframe may result in the tenant/victim not receiving VAWA protections.
3. The Landlord shall not deny admission to, terminate assistance in, or evict from housing a Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission or occupancy. 24 CFR 5.2005(b)(1).
4. The Tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, if the criminal activity is engaged in by a member of a Tenant’s household or any guest or other person under the Tenant’s control, and the Tenant or an Affiliated Individual of the Tenant is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.
5. The Landlord shall not consider an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as a serious or repeated violation of the Lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of the victim or threatened victim of such incident. 24 CFR 5.2005(c).
6. Nothing in this Addendum shall be construed to limit the authority of the Landlord when notified of a court order, to comply with such court order with respect to rights of access or control of the property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to addressing the distribution or possession of property among members of the Tenant’s household. 24 CFR 5.2005(d)(1).
7. Nothing in this Addendum limits any otherwise available authority of the Landlord to evict or terminate assistance to a Tenant for any lease violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, in determining whether to evict the Tenant, the Landlord shall not subject the Tenant to a more demanding standard than other tenants, if the Tenant or an Affiliated Individual of the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(d)(2).

8. (a) Nothing in this Addendum shall be construed to limit the authority of the Landlord to terminate assistance or evict the Tenant, if the Landlord can demonstrate that an actual and imminent threat to other tenants or those employed at or providing service to the property would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual or imminent threat” if they meet the standards in the provided in the definition of “actual and imminent threat” in 24 CFR 5.2003. 24 CFR 5.2005(d)(3).

(b) If an actual and imminent threat is demonstrated, the Landlord may utilize eviction or termination of assistance only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit; barring the perpetrator from the property; contacting law enforcement to increase police presence; developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety shall not be based on stereotypes, but shall be tailored to particularized concerns about individual tenants. 24 CFR 5.2005(d)(3), (4).

10. A Tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may qualify for an emergency transfer in accordance with the Landlord’s emergency transfer plan. 24 CFR 5.2005(e).

11. The Landlord may “bifurcate” the Lease or remove a household member from the Lease in order to, evict, remove, terminate occupancy rights, or terminate assistance for any household member who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking against an Affiliated Individual or other individual. The Landlord shall take this action without evicting, removing, terminating assistance to, or otherwise penalizing the victim of domestic violence, dating violence, sexual assault, or stalking who is also a tenant or lawful occupant. The Landlord shall undertake this action in accordance with the requirements or procedures prescribed by Federal, State, and local law for the termination of leases or assistance and in accordance with any requirements under the applicable assisted housing program. 24 CFR 5.2009(a)(2).

12. Nothing in this Addendum shall be construed to waive any provision of any Federal, State, or local law that provides greater protection than this Lease Addendum for victims of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2011.

13. (a) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(b) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(c) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release or is required by applicable law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Landlord Date