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| [Enter a neutral provider and/or housing assistance program/fund name] | | | |
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| Violence Against Women Act: Lease Addendum | | | |
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| *Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation. Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.* | | | |
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| Client Name: |  | | |
|  | *First, Middle, Last* | | |
| Property Address: |  | | |
|  | *Street and Unit, City, State, Zip, County* | | |
| Property Contact: |  | | |
|  | *Owner/Representative Name, Contact Information* | | |
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| **Purpose of the Addendum** | | | |
| In accordance with U.S. Department of Housing and Urban Development (HUD) regulations at 24 Code of Federal Regulations (CFR) Part 5, Subpart L, the [Enter a neutral provider and/or housing assistance program/fund name] (“Program”) must amend the lease of the above referenced unit to include the provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). This Addendum incorporates eviction prohibitions, lease construction provisions, and the confidentiality of documentation submitted by survivors of domestic violence, dating violence, sexual assault, or stalking requesting emergency transfers and of each survivor's housing location. | | | |
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| **Conflicts with Other Provisions of the Lease** | | | |
| In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of the Addendum shall prevail. | | | |
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| **Term of the Addendum** | | | |
| The effective date of this Addendum is: | |  |  |
| This Addendum shall continue to be in effect until the Lease is terminated. | | | |
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| VAWA Protections | | | |
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| **Prohibited Basis for Denial or Termination of Assistance or Eviction** | | | |
| An applicant or beneficiary of the Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy. If a survivor requests protections, they must submit the request to the Program. The Program will work with the owner to facilitate protections on the survivor's behalf.  A beneficiary of the Program may not be denied assistance or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:   1. The criminal activity is perpetrated by a household member, guest, or other person under the control of the household; and 2. A beneficiary is the survivor or threatened survivor of such domestic violence, dating violence, sexual assault, or stalking. | | | |
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| **Construction of Lease Terms and Terms of Assistance** | | | |
| An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:   1. A serious or repeated violation of an executed lease by the survivor or threatened survivor of such incident; or 2. Good cause for terminating the assistance, tenancy, or occupancy rights under the Program of the survivor or threatened survivor of such incident. | | | |
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| **Confidentiality** | | | |
| All information provided to the owner or the Program concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of the owner or the Program cannot have access to these details unless to grant or deny VAWA protections to the survivor, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is:   1. Consented to by the survivor in writing in a time-limited release; 2. Required for use in an eviction proceeding or hearing regarding termination of assistance; or 3. Otherwise required by applicable law. | | | |
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| **Notification Requirements** | | | |
| The Program must provide the VAWA Notice of Occupancy Rights and Certification Form to households when the household is provided rental assistance, with any notification of termination of rental assistance, and during annual recertifications. Owners must provide the VAWA Notice of Occupancy Rights and Certification Form with any notification of eviction they provide to the household. The VAWA Notice of Occupancy Rights explains the VAWA protections and any limitations on those protections. | | | |

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| **Lease Bifurcation** | | | | | |
| Owners may bifurcate a lease in order to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing a survivor or other beneficiaries. If an owner will bifurcate a lease, they must do so in accordance with Federal, State, or local law for lease termination. | | | | | |
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| **Emergency Transfers** | | | | | |
| The survivor may terminate the lease without penalty if the survivor has met the requirements for emergency transfer per the VAWA Emergency Transfer Plan. The Plan may require a survivor requesting emergency transfer to submit documentation as specified under 24 CFR §5.2007 to the Program. The criteria for emergency transfer are:   1. *The individual is a survivor of domestic violence, dating violence, sexual assault, or stalking.* If the Program does not already have documentation that the individual is a survivor of domestic violence, dating violence, sexual assault, or stalking, the Program may ask the individual for such documentation, as described under 24 CFR §5.2007. 2. *The individual expressly requests the emergency transfer.* The Program may choose to require that the individual submits a form, or may accept another written or oral request.   ***\*AND\****   1. Either:    1. *The individual reasonably believes they are threatened with imminent harm from further violence if they remain in their current unit.* This means the individual has a reason to fear that if they do not receive a transfer they would suffer violence in the very near future.   ***\*OR\****   * 1. *The individual is a survivor of sexual assault and the assault occurred on the premises during the 90-calendar-day period before the individual requested a transfer.* If the individual is a survivor of sexual assault, then in addition to qualifying for an emergency transfer because the individual reasonably believed they were threatened with imminent harm from further violence if they remained in their unit, they may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which they are seeking their transfer, and that assault happened within the 90-calendar-day period before they expressly requested the transfer. | | | | | |
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| Limitations of VAWA Protections | | | | | |
| VAWA does not limit the authority of owners or the Program, when notified of a court order, to comply with a court order with respect to:   1. The rights of access or control of property, including civil protection orders issued to protect a survivor of domestic violence, dating violence, sexual assault, or stalking. 2. The distribution or possession of property among beneficiaries.   VAWA does not limit the authority of owners or the Program to evict or terminate assistance to a household for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against beneficiaries. However, owners or the Program must not subject a beneficiary, who is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with a beneficiary who is or has been a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.  VAWA does not limit the authority of owners or the Program to terminate assistance to or evict a household if the owner or Program can demonstrate an actual and imminent threat to other households or those employed at or providing service to property of the owner or Program would be present if that beneficiary or household is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR §5.2003.  Any eviction or termination of assistance should be utilized by owners or the Program only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the accused perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the accused perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual beneficiaries. | | | | | |
|  |  |  | *I received the VAWA Notice of Occupancy Rights, VAWA Certification Form, and VAWA Emergency Transfer Plan* ***or*** *I know the location of these documents.* | | |
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|  | *If yes, client initials* |  |
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| Client Name: | | |  |  |  |
|  | | |  |  |  |
| Client Signature: | | |  | Date: |  |
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| Owner/Representative Name: | | |  |  |  |
|  | | |  |  |  |
| Owner/Representative Signature: | | |  | Date: |  |