

## **Addendum to Lease** Violence Against Women Act (VAWA)

This Addendum supplements the terms of the Lease between \_\_\_\_\_ (“Owner”) and \_\_\_\_\_ (“Tenant”) dated \_\_\_\_\_, including any all amendments and addendums thereto.

1. VAWA Protections.

a. Owner shall **not**:

- i. Evict or otherwise deny assistance to Tenant on the basis or as a direct result of the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking. *Exception: Owner may evict upon showing that an actual and imminent threat\* to other tenants or those employed at or providing service to the property would be present if Tenant is not evicted. Owner must document or otherwise be able to prove the actual and imminent threat based on words, gestures, actions or other indicators. Owner may only use eviction in this situation when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring Tenant to a different unit, barring the 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 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 residents.*
- ii. Deny tenancy 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 engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and (2) the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
- iii. Construe an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as: (1) a serious or repeated violation of the lease by the victim or threatened victim of such incident or (2) good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.

b. When providing notification of eviction to Tenant, Owner shall provide HUD’s notice of occupancy rights under VAWA and certification form to Tenant in the appropriate language consistent with Owner’s duty to provide meaningful access to services for limited English proficient persons.

c. This addendum shall not limit Owner in complying with a court order regarding (i) the rights or access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking or (ii) the distribution or possession of property among members of a household.

d. Tenant shall submit any requests for VAWA protections to \_\_\_\_\_ [name of agency providing rental assistance] (“Agency”), who may request that the Tenant certify in writing that he or she is a

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*\*Actual and imminent threat is a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, Owner should consider: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.*

