**Addendum to Lease**

Violence Against Women Act (VAWA)

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

1. VAWA Protections. Owner must comply with 24 CFR part 5, subpart L, including the following requirements.
	1. Owner shall **not**:
		1. Evict or otherwise terminate assistance to Agency on the basis or as a direct result of the fact that Agency’s Client (“Client”) is a victim of domestic violence, dating violence, sexual assault or stalking. *Exception: Owner may evict upon showing that an actual and imminent threat[[1]](#footnote-1) to other tenants or those employed at or providing service to the property would be present if Client is not evicted or assistance terminated. 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 Client 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.*
		2. 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 Client or any guest or other person under the control of Client and (2) Client or an affiliated individual of Client is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
		3. 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.
	2. 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.
	3. Any information submitted to Owner by Agency, including the fact that Client is a victim of domestic violence, dating violence, sexual assault or stalking shall be maintained in strict confidence. Owner shall not allow any individuals in Owner’s employ or under contract to have access to confidential information unless explicitly authorized by Owner for reasons that specifically call for these individuals to have access under applicable Federal, State or local law. Owner shall not disclose such information to any other entity or person unless (i) requested or consented to by Client in a time-limited release, (ii) required for use in an eviction proceeding or hearing regarding termination of rental assistance, or (iii) otherwise required by applicable law.
2. Supplemental Terms. Except as supplemented herein, all remaining terms and provisions of the Lease remain in full force and effect. Notwithstanding the foregoing, to the extent there is any inconsistency between the provisions of the Lease and the provisions of this Addendum, the provisions of this Addendum shall control.
3. Term. The term of this Addendum shall be coterminous with the Lease.

Agency and Owner agree to and accept this Addendum as evidenced by the following signatures:

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

Agency Date

Printed Name:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Owner Date

Printed Name:

1. 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. [↑](#footnote-ref-1)