**Addendum to Occupancy Agreement**

Violence Against Women Act (VAWA)

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

1. VAWA Protections. Agency must comply with 24 CFR part 5, subpart L, including the following requirements.
   1. Agency shall **not**:
      1. Evict or otherwise terminate 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: Agency 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. Agency must document or otherwise be able to prove the actual and imminent threat based on words, gestures, actions or other indicators. Agency 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. When providing notification of eviction or termination of assistance to Client, Agency shall provide HUD’s notice of occupancy rights under VAWA and certification form to Client in the appropriate language consistent with Agency’s duty to provide meaningful access to services for limited English proficient persons.
   3. This addendum shall not limit Agency 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.
   4. If Client requests VAWA protections, Agency may only request documentation in accordance with 24 CFR 5.2007. Agency may request in writing that the victim certify that the person is a victim of abuse and that HUD’s certification form or other documentation as noted on the certification form be completed and submitted within 14 business days, or an agreed upon extension date, to receive VAWA protections. Failure to provide the certification or other supporting documentation may result in eviction or termination of assistance.
   5. Any information submitted to Agency by Client, including the fact that Client is a victim of domestic violence, dating violence, sexual assault or stalking shall be maintained in strict confidence. Agency shall not allow any individuals in Agency’s employ or under contract to have access to confidential information unless explicitly authorized by Agency for reasons that specifically call for these individuals to have access under applicable Federal, State or local law. Agency 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.
   6. Consistent with Agency’s Emergency Transfer Plan, Client may request an emergency transfer if (i) Client reasonably believes there is a threat of imminent harm from further violence if the Client remains within the same dwelling unit or (ii) Client was a victim of sexual assault that occurred on the premises within 90 days prior to requesting transfer. Client may terminate the Occupancy Agreement without penalty if Client meets the conditions for an emergency transfer.
2. Supplemental Terms. Except as supplemented herein, all remaining terms and provisions of the Agreement remain in full force and effect. Notwithstanding the foregoing, to the extent there is any inconsistency between the provisions of the Occupancy Agreement 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 Occupancy Agreement.

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

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

Agency Date

Printed Name:

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

Client 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)