# Exhibit A: Lease Addendum – Violence Against Women Act Provisions

## VAWA Regulations

In all cases and notwithstanding any inadvertent omissions or discrepancies between this Agreement and the applicable provisions of the Code of Federal Regulations (“**CFR**”), Owner and Program Administrator are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L.

## Definition

For purposes of this Exhibit, a “**Victim**” includes any person, regardless of sex, gender, gender identity, sexual orientation, or marital status, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. “**Abuse**” will include any incident or pattern of domestic violence, dating violence, sexual assault, or stalking.

**Notice**

The parties acknowledge that the Tenant has received the Notice of Occupancy Rights under VAWA.

## VAWA Protections

On the basis or as the direct result of the Tenant’s status as a Victim, Owner may not:

* Terminate, evict, or refuse to renew the lease of the Tenant;
* Consider criminal activity directly relating to Abuse, engaged in by a member of Tenant’s household or any guest or other person under the Tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if Tenant or an immediate member of the Tenant’s family is the victim or threatened victim of that abuse; or
* Construe any other term of the lease such that an actual or threatened incident of Abuse be treated as a serious or repeated violation of the lease by the Victim or as good cause for terminating the occupancy rights of the Victim.

On the basis or as the direct result of the Tenant’s status as a Victim, Program Administrator may not:

* Terminate Tenant’s participation in the Program;
* Consider criminal activity directly relating to Abuse, engaged in by a member of Tenant’s household or any guest or other person under the Tenant’s control, cause for termination from the Program;
* Construe any other term of this Agreement such that an actual or threatened incident of Abuse be treated as a serious or repeated violation by the Victim or as good cause for terminating the Victim’s participation in the Program.

## Request for VAWA Protections

Tenant may, at any time including prior to any adverse action by Owner or Program Administrator, identify themselves as a Victim and claim protections under VAWA.

Tenant is encouraged to submit any such request in writing. Following such request by the Tenant, Owner or Program Administrator may request, in writing, that the Tenant submit a completed *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* (form HUD-5382). If Tenant does not provide the completed certification within 14 business days of provision of the written request, Owner or Program Administrator, as applicable to the circumstances, may proceed with termination of the lease or assistance under the Program.

Owner or Program Administrator may, but are not required to, provide VAWA protections to Tenant without requiring submission of the form HUD-5382, including based upon a verbal request or alternative documentation that the Tenant is a Victim. However, in all cases where documentation from the Tenant is requested, Owner or Program Administrator must accept HUD’s certification form.

## Emergency Transfers

In addition to the other protections in this Exhibit, Tenant may request an “**Emergency Transfer**” as described in this Exhibit. Emergency Transfers intended to facilitate a Tenant’s move when their Unit is no longer conducive to the Tenant’s safety and security, as a result of Tenant’s status as a Victim of actual or threatened Abuse. Tenant is the sole judge of whether their existing Unit is safe and whether another available unit would be safe.

Subject to the availability of another safe unit within the same property, Tenant may request an “**Internal Transfer**” to move to the alternate unit within the property, transferring their existing lease to the alternate unit without submitting any new application for residency or assistance.

If no alternative unit is available or no such unit is deemed safe by the Tenant, then the Tenant may request an “**External Transfer**” which will allow the Tenant to terminate their lease without penalty and seek alternative housing in another location.

In any case, upon receipt of a request for an Emergency Transfer, Owner must notify Program Administrator, and the Program Administrator must notify the PJ. Such notifications must be made as soon as reasonably possible and in no case more than two (2) business days following the receipt of such a request.

PJ must approve any Emergency Transfer requests. Upon approval of an External Transfer:

* Owner must waive any early termination fees or penalties otherwise imposed by Owner’s lease with the Tenant. Owner is not required to waive any claims, including against any security deposit, for damage to the Unit.
* Program Administrator must provide a list of other HOME-assisted properties provided by the PJ where the Tenant can seek an alternate unit. Provision of this list, however, is not intended to guarantee that vacant units are available at or that Tenant will meet the specific application and eligibility criteria for other HOME-assisted properties.

## Lease Bifurcation

Owner may seek to evict, remove, or otherwise terminate a household member from the Unit on the basis of such member’s criminal activity relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual, as defined in 24 CFR 5.2003, or other individual. Such action may be taken without regard to whether the individual being removed is a signatory to the lease. In any such case, however, if necessary to avoid evicting, removing, or otherwise penalizing any Victim of such activity who is also a lawful occupant of the HOME-assisted unit, the Owner must bifurcate the lease to allow continued occupancy by remaining members of the household.

Owner must provide notice to the Program Administrator of Owner’s intent to bifurcate the lease prior to taking action to evict, remove, or otherwise terminate the occupancy rights of an abuser. Such notice must be provided not later than simultaneously with the issuance of written notice to the abuser of the intent to seek such an action.

Following bifurcation of the lease, the remaining members of the Tenant’s household will continue to receive assistance under this Agreement unless it has otherwise been terminated or expired (for a reason unrelated to the Victim’s status as such).

## Confidentiality

Any information submitted to the Owner or Program Administrator under these VAWA provisions, including but not limited to an individual’s request for VAWA protections or the fact than an individual is a Victim of Abuse, is confidential information and shall be maintained in strict confidence by Owner and/or Program Administrator, including their respective employees, contractors, or agents.

Owner and/or Program Administrator must limit access to confidential information only to persons whose responsibilities specifically require such access and who have been specifically authorized by Owner or Program Administrator as applicable. Further, neither Owner nor Program Administrator may enter any such confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is (i) requested or consented to in writing by the individual in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance from the Unit or the Program as the case may be; or (iii) otherwise required by applicable law.

## Limitations

Nothing in this Exhibit or this Agreement is intended to limit the Owner or Program Administrator from:

* Complying with a valid court order with respect to (i) any individual’s right to access the Unit or the property, including civil protection orders, personal protection orders, or other such orders intended to protect a Victim of Abuse; or (ii) the distribution of property among members of a household
* Evicting (from the Unit) or terminating (from the Program) the Tenant violation of the lease or this Agreement not premised on an act of Abuse that is in question against the Tenant or an affiliated individual of the Tenant. In no case, however, may Owner or Program Administrator subject the Tenant or affiliated individual, who is or has been Victim to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

Evicting the Tenant if the Owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to 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 and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003. However, any eviction under this provision will require the approval of the Program Administrator based upon a determination that 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 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.