

**MODEL VIOLENCE AGAINST WOMEN ACT LEASE ADDENDUM  
For the Housing Opportunities for Persons With AIDS Program**

**Purpose:** HOPWA grantees or project sponsors are responsible for ensuring that owners or managers of HOPWA-assisted housing units add a VAWA lease term/addendum to each lease executed on or after December 16, 2016 (excluding short-term rent, mortgage, and utility assistance and short-term supported housing facilities as provided in 24 CFR 574.330). The VAWA lease term/addendum must incorporate the requirements that apply to the tenants, the owners or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 574.604. To facilitate compliance with this requirement, this sample lease addendum can be used at the discretion of HOPWA grantees and project sponsors.

**To ensure the HIV status of HOPWA-assisted tenants remains confidential (as required by 24 CFR 574.440), grantees and project sponsors must not identify HOPWA as the rental assistance funding source in the VAWA lease addendum or in any other contracts or communications with private landlords.**

### VAWA LEASE ADDENDUM

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum (Addendum) is incorporated into and made a part of the lease between the above referenced Tenant and Landlord for the above referenced unit (Lease).

1. **Purpose of the Addendum:** This Addendum amends the Lease to include protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994 (codified as amended at 42 U.S.C 14043e et seq.) (VAWA) and implementing regulations of the U.S. Department of Housing and Urban Development (HUD) at 24 CFR part 5, subpart L. The Lease must incorporate these protections under this Addendum in order for rental assistance to be paid to the Landlord on behalf the Tenant for the above referenced unit. Notwithstanding the title of VAWA, the protections are not limited to women but apply regardless of sex, gender identity, or sexual orientation.
2. **Conflicts with Other Provisions of the Lease:** In case of any conflict between this Addendum and other provisions of the Lease, this Addendum shall prevail.
3. **Effect on Other Protections:** Nothing in this Addendum shall be construed to waive any provision of any Federal, State, or local law that provides greater protection than this Addendum for victims of domestic violence, dating violence, sexual assault, or stalking.
4. **Definitions:** As used in this Addendum, the terms “Affiliated Individual”, “Bifurcate,” “Dating Violence”, “Domestic Violence”, “Sexual Assault”, and “Stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
5. **Term of Addendum:** This Addendum shall continue to be in effect until the Lease is terminated. *[DRAFTING NOTE: At the discretion of the grantee, this provision could also be written to terminate when the rental assistance ends, unless the unit is assisted under another “covered housing program,” as defined in 24 CFR 5.2003.]*
6. **Protections:**
  - A. The Landlord will not evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for occupancy. [24 CFR 5.2005(b)(1).]
  - B. The Tenant will not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. [24 CFR 5.2005(b)(2).]
  - C. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of the incident or incidents. [24 CFR 5.2005(c)(1).]

- D. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as “good cause” for termination of the tenancy or occupancy rights of the victim or threatened victim of the incident or incidents. [24 CFR 5.2005(c)(2).]
- E. The Tenant may terminate the lease without penalty upon [DRAFTING NOTE: insert name of grantee or project sponsor that administers the rental assistance’s] determination that the Tenant has met the conditions for an emergency transfer to another unit under 24 CFR 5.2005(e).
- 7. Compliance with Court Orders:** If the Landlord is notified of a civil protection order or other court order, nothing in this Addendum shall be construed to limit the Landlord’s authority to comply with that order with respect to the rights of access or control of property or with respect to the distribution or possession of property among or by members of the Tenant’s Household. [24 CFR 5.2005(d)(1).]
- 8. Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, Or Stalking:** Nothing in this Addendum shall be construed to limit any otherwise available authority of the Landlord to evict the Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict. However, the Landlord shall not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict. [24 CFR 5.2005(d)(2).]
- 9. Actual and Imminent Threats:**
- A. This Addendum shall not be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. Words, gestures, actions, or other indicators will be considered an actual and imminent threat if they meet the following standards for an actual and imminent threat: *“Actual and imminent threat” refers to 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, the factors to be considered include: 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.* [24 CFR 5.2005(d)(3).]
- B. If an actual and imminent threat is demonstrated, eviction should be used only when there are 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, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. If the landlord imposes restrictions predicated on public safety, those restrictions will not be based on stereotypes, but will be tailored to particularized concerns about individual residents. [24 CFR 5.2005(d)(4).]
- 10. Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household

member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. “Bifurcate” means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants. [24 CFR 5.2009(a).]

- 11. Documentation:** Upon written notice to the Tenant, the Landlord may condition any protection described in this Addendum on the Landlord’s receipt of a written determination by [DRAFTING NOTE: insert name of grantee or project sponsor that administers the rental assistance] that the Tenant is entitled to that protection. The Landlord shall not request or require any other verification or documentation as a condition for providing any protection described in this Addendum. Upon the Landlord’s receipt of a written notice by [DRAFTING NOTE: insert name of grantee or project sponsor that administers the rental assistance] that specifies a reasonable period for [DRAFTING NOTE: insert name of grantee or project sponsor that administers the rental assistance] to review the Tenant’s information and provide a written determination of whether the Tenant is entitled to eviction protection, the Landlord shall suspend all efforts, actions, and rights to evict the tenant until the end of the period specified in the written notice by [DRAFTING NOTE: insert name of grantee or project sponsor that administers the rental assistance]. The written notice, written determination, and any other communication by [DRAFTING NOTE: insert name of grantee or project sponsor that administers the rental assistance] regarding the Tenant’s eligibility for protections under this Addendum shall be maintained in strict confidence by the Landlord and otherwise treated as “Confidential Information” under this Addendum. [24 CFR 5.2007]
- 12. Confidential Information:** If the [DRAFTING NOTE: insert name of grantee or project sponsor that administers the rental assistance] provides written notice, written determination, or any other communication that the Tenant is a victim of domestic violence, dating violence, sexual assault or stalking entitled to the protections in this Addendum, the Landlord shall maintain in strict confidence any information the Landlord receives concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking. This information is “Confidential Information.” The Landlord shall not allow any individual acting on its behalf or any persons within its employ to have access to Confidential Information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. The Landlord shall not enter Confidential Information into any shared database or disclose Confidential Information to any other entity or individual, except to the extent that the disclosure is requested or consented to in a time-limited release by the victim in a, required for use in an eviction proceeding or hearing regarding termination of assistance, or otherwise required by applicable law. [24 CFR 5.2007(c).]

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Tenant (or Tenant Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date