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**Lease Addendum For Multifamily Housing Programs
VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT (VAWA)**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This Lease Addendum (Addendum) adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the protections and requirements of the Violence Against Women Act Reauthorization Acts of 2013 (Pub. L. No. 113-4) and implemented by HUD's Final Rule (81 Fed. Reg. 80724 (Nov. 16, 2016)), and the Violence Against Women Act Reauthorization Act of 2022 (Pub. L. No. 117-103) (collectively, "VAWA"). The VAWA protections apply to all Tenants of the above referenced Notwithstanding the title of the VAWA, protections are not limited to women but apply to all victims, regardless of sex, marital status, or age.

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.

Definitions

As used in this Addendum, the terms "Actual and Imminent Threat", "Affiliated Individual", "Bifurcate", "Covered Housing Program", "Dating Violence", "Domestic Violence", "External Emergency Transfer", "Household", "Internal Emergency Transfer", "Other Person Under the Tenant's Control", "Safe Unit", "Sexual Assault", and "Stalking" are defined in HUD's regulations at 24 CFR part 5, subparts A and L.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

1. The Landlord shall comply with the Violence Against Women Act, as amended, and HUD's implementing regulations, including the specific provisions listed in this addendum. For more information, see the "Notice of Occupancy Rights under the Violence Against Women Act," Form HUD-5380; HUD's implementing regulations at 24 CFR part 5,

subpart L; program regulations; and “The Violence Against Women Act Reauthorization Act of 2022: Overview of Applicability to HUD Programs”, 88 Federal Register 321 (January 4, 2023).

2. The Landlord shall not deny admission to, deny assistance under, terminate from participation in, or evict from housing 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 admission, assistance, participation, or occupancy.
3. The Landlord shall not deny tenancy or occupancy rights of the Tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, if the criminal activity is engaged in by a member of the Tenant’s household or any guest or other person under the Tenant’s control, and the Tenant or an Affiliated Individual of the Tenant is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.
4. The Landlord shall not consider an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as a serious or repeated violation of the Lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of the victim or threatened victim of such incident.
5. The Landlord shall provide to the Tenant the “Notice of Occupancy Rights under the Violence Against Women Act”, Form HUD–5380, and the “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking,” Form HUD-5382.
 - a. Form HUD-5380 explains the VAWA protections, including the right to strict confidentiality, and provides instruction on how to request an emergency transfer.
 - b. Form HUD–5382 may be completed by victims to document their eligibility for VAWA protections.

The Landlord shall make both Forms available in multiple languages and will provide them:

- a. At the time assistance or admission is denied;
 - b. At the time the Tenant is provided assistance or admission;
 - c. With any notification of eviction or notification of termination of assistance.
6. The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the Tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
7. The Landlord shall not allow any individual administering assistance 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 the information pursuant to applicable Federal, State, or local law.
8. The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or required by applicable law.

9. The Landlord shall not discriminate against any person because that person has opposed any act or practice made unlawful under VAWA, or because that person testified, assisted, or participated in any matter related to VAWA.
10. The Landlord shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under VAWA, including:
 - a. intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under VAWA; and
 - b. retaliating against any person because that person has participated in any investigation or action to enforce VAWA.
11. The Tenant and any residents, occupants, and guests shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance, and shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities (any municipal, county, or State government that receives funding under section 106 of the Housing and Community Development Act of 1974).
12. The Tenant may invoke VAWA rights and protections at any time. The Tenant is not limited in the number of times the Tenant may invoke VAWA rights and protections.
13. If the Tenant invokes VAWA rights or protections, the Landlord may request in writing that the Tenant provide documentation of VAWA victim status. In response to this written request, the Tenant can choose to submit any of the following:
 - a. Form HUD-5382, completed by the Tenant or an individual on the victim's behalf;
 - b. a document signed by the Tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies, and that the incident meets the applicable definition under 24 CFR 5.2003;
 - c. a record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency; or
 - d. at the discretion of the Landlord, a statement or other evidence provided by the Tenant.
14. The Landlord shall not require a specific type of documentation or multiple forms of documentation. The Tenant has the right to choose the type of documentation provided the documentation meets the requirements described above. The Tenant shall submit the documentation within 14 business days of the Landlord's request, or an agreed upon

extension date. The Tenant may request an extension of the date as a reasonable accommodation for a disability-related need.

15. If the Landlord receives documentation that contains conflicting information (including documentation from two or more Tenants each claiming to be a victim and naming one or more of the other petitioning Tenants as the perpetrator), the Landlord may require the Tenant to submit third-party documentation within 30 calendar days of the date of the request for the third-party documentation, or agreed upon extension date. Third-party documentation means documentation as described in paragraphs 13a-13d of this Addendum. The Tenant may choose which type of third-party documentation to provide.
 - a. Failure to provide supporting documentation within the specified timeframe may result in the Tenant not receiving VAWA protections. Failure to provide documentation does not waive the Tenant's right to challenge the denial of assistance or termination, and it does not preclude the Tenant from raising a VAWA incident at eviction or termination proceedings.
16. A Tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the Landlord's VAWA emergency transfer plan. The Landlord's VAWA emergency transfer plan, which must be made available upon request, must:
 - a. provide that a Tenant qualifies for an emergency transfer if:
 - i. the Tenant expressly requests the transfer; and
 - ii. Either
 1. the Tenant reasonably believes that there is a threat of imminent harm from further violence if the Tenant (or a household member) remains within the same dwelling unit that the Tenant is currently occupying; OR
 2. In the case of a Tenant (or a household member) who is a victim of sexual assault, either the Tenant reasonably believes there is a threat of imminent harm from further violence if the Tenant (or household member) remains within the same dwelling unit that the Tenant is currently occupying, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.
 - b. specify whether the Landlord will require documentation from a Tenant seeking an emergency transfer, provided that:
 - i. the Tenant's submission of a written request to the covered housing provider, where the Tenant certifies that they meet the criteria in 16.a.ii, shall be sufficient documentation of those requirements
 - ii. the Landlord may, at its discretion, ask a Tenant seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking, in accordance with paragraph 13, for which the

Tenant is seeking the emergency transfer, if the Tenant has not already provided documentation of that occurrence; and

- iii. No other documentation is required to qualify the Tenant for an emergency transfer. The Tenant may submit a completed Form HUD-5383 to satisfy a requirement for documentation.

17. If the Tenant qualifies for an emergency transfer, the Landlord's VAWA emergency transfer plan, which must be made available upon request, must:
- a. allow a Tenant that qualifies for an emergency transfer to move to another unit where the Tenant would not be considered a new applicant ("internal emergency transfer") when a safe unit is immediately available and if the Tenant is eligible for that unit;
 - b. describe policies or efforts the Landlord will take to assist Tenants who request internal emergency transfers, where a Tenant would not be considered a new applicant, when a safe unit is unavailable;
 - c. These policies must ensure that a request for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests;
 - d. The Landlord must ensure that a request for an internal emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests;
 - e. describe reasonable efforts the Landlord will take and policies for assisting a Tenant who wishes to relocate to another unit where the Tenant would be categorized as a new applicant; that is, the Tenant must undergo an application process in order to reside in the new unit ("external emergency transfer");
 - f. describe reasonable efforts the Landlord will take to assist a Tenant who wishes to make an external emergency transfer when an internal transfer to a safe unit is not immediately available;
 - g. provide that nothing precludes the Tenant from seeking an internal emergency transfer and an external emergency transfer concurrently, if a unit the victim believes is safe is not immediately available;
 - h. incorporate strict confidentiality measures to ensure that the Landlord does not disclose a Tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the Tenant.
18. The Landlord may "bifurcate" the Lease or remove a household member from the Lease in order to evict, remove, terminate occupancy rights, or terminate assistance for any household member who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking against an Affiliated Individual or other individual. The Landlord shall take this action without evicting, removing, terminating assistance to, or otherwise penalizing the victim of domestic violence, dating violence, sexual assault, or stalking who is also a Tenant or lawful occupant. The Landlord shall undertake this action in accordance with the requirements or procedures prescribed by

Federal, State, and local law for the termination of leases or assistance and in accordance with any requirements under the applicable assisted housing program. If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole Tenant eligible to receive assistance, the Landlord shall provide any remaining Tenants or residents the opportunity to establish eligibility for the housing. If a remaining Tenant or resident cannot establish eligibility, the Landlord shall provide the remaining Tenant or resident a reasonable time to find new housing or to establish eligibility for housing under another covered housing program. The Landlord shall provide a time that is no less than the reasonable time required by HUD.

19. Nothing in this Addendum shall be construed to limit the authority of the Landlord when notified of a court order, to comply with such court order with respect to rights of access or control of the property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to addressing the distribution or possession of property among members of the Tenant's household.
20. Nothing in this Addendum limits any otherwise available authority of the Landlord to evict or terminate assistance to a Tenant for any lease 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, in determining whether to evict the Tenant, the Landlord shall not subject the Tenant to a more demanding standard than other Tenants, if the Tenant or an Affiliated Individual of the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.
21. Nothing in this Addendum shall be construed to limit the authority of the Landlord to terminate assistance or 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 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 or imminent threat" if they meet the standards in the provided in the definition of "actual and imminent threat" in 24 CFR 5.2003.
 - a. If an actual and imminent threat is demonstrated, the Landlord may utilize eviction or termination of assistance 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. Restrictions predicated on public safety shall not be based on stereotypes but shall be tailored to particularized concerns about individual Tenants.
22. Nothing in this Addendum shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this Lease Addendum for victims of domestic violence, dating violence, sexual assault, or stalking.

Date

Date

Date

Date

Date

Date