

# VAWA LEASE ADDENDUM

## VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

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

### **1. Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA).

### **2. Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

### **3. Effective Date; 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.

### **4. VAWA Protections**

- A. The Landlord may not consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- B. The Tenant may terminate this Lease without penalty if the City of Madison (“Grantee”) determines that the Tenant has met the conditions for an emergency transfer under 24 CFR Part 5.2005(e). This will be evidenced, in part, through the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (HUD Form 5382) and Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD Form 5383) forms.
- C. The Landlord may bifurcate the Lease, or remove a house member from this Lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without regard to whether the household member is a signatory to the lease and without evicting, removing, or terminating assistance to a victim of such criminal activity who is also a tenant or lawful occupant. The Landlord and property owner may choose to bifurcate the lease at their discretion. The Landlord’s refusal to bifurcate the Lease does not restrict the Tenant’s ability to terminate this Lease if the Tenant has met the conditions for an emergency transfer.
- D. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for

termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse.

- E. The Landlord may request in writing that the victim or an affiliated individual of the tenant certify that the individual is a victim of abuse and that the tenant complete and submit documentation of abuse, using the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking (HUD Form 5382), or other documentation as noted on the certification form, to receive protection under the VAWA. Failure to provide the documentation within 14 business days of request, or an agreed upon extension date, may result in eviction.
- F. Any information submitted to the Landlord will be kept confidential and will not be disclosed to any other individual or entity except if disclosure is consented to by the victim, is required for an eviction or is otherwise required by law.

\_\_\_\_\_  
Tenant (head of household)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date