

**COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF MADISON  
Dwelling Lease Addendum- VAWA**

This Lease Addendum dated is made between Community Development Authority of the City of Madison (the "Landlord") and \_\_\_\_\_ (the "Tenant"), represented by the family's Head of Household, and is being incorporated in and made a part of the dwelling lease (the "Lease"), and it shall be renewed and shall expire under the terms and conditions of the Lease.

**A. Purpose of the Addendum**

This addendum is designed to include the requirements of U.S. Department of Housing and Urban Development's final rules implementing the 2013 reauthorization of the Violence Against Women Act (VAWA).

**B. 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.

**C. Definitions**

**1. Actual and Imminent Threat (24 CFR §5.2003):** 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.

**2. Affiliated individual (24 CFR §5.2003):** The term affiliated individual means, with respect to a person: A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant or lawful occupant living in the household of that individual.

**3. Bifurcate (24 CFR §5.2003):** To divide a lease as a matter of law, subject to 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.

**4. Covered Housing Provider (24 CFR §5.2003):** The individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes public housing agencies, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

**5. Dating Violence (24 CFR §5.2003):** The federal regulations defines "dating violence" as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- the length of the relationship;

- the type of relationship; and
- the frequency of interaction between persons involved in the relationship.

**6. Domestic Violence (24 CFR §5.2003):** The federal regulations defines “domestic violence” to include felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim share a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction. The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**7. Sexual Assault (24 CFR §5.2003):** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**8. Stalking (24 CFR §5.2003):** The term stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: Fear for the person’s individual safety or the safety of others; or Suffer substantial emotional distress.

**D. VAWA Protections (24 CFR §5.2005):**

The Violence Against Women Act (VAWA) provides specific protections against termination of the Lease for victims of domestic violence, dating violence, sexual assault or stalking. The VAWA:

1. Provides that the Landlord must provide the tenant with a “Notice of Occupancy Rights” (form HUD-5380) and a Domestic Violence, Dating Violence, Sexual assault or Stalking Certification form (HUD-5382) when the tenant is admitted to the housing program, annually recertified, and with any notification of eviction or termination of assistance.

These forms are incorporated by reference into the Lease, and Tenant acknowledges that they received a copy of those forms.

2. Provides that a tenant may not be evicted or have their program participation terminated on the basis or as a direct result of the fact that the tenant has been a victim of domestic violence, dating violence, sexual assault or stalking if the tenant otherwise qualifies for assistance, participation, or occupancy. Furthermore, an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the Lease of the victim.

3. Provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the Lease of a tenant if a member of the tenant’s household, a guest, or another person under the tenant’s control is the one engaging in the criminal activity and the tenant or affiliated individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault or stalking.

4. Provides the Landlord with the authority to terminate the Lease to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.

**E. Certification and Documentation of Domestic Violence, Sexual Assault, Dating Violence, or Stalking**

The Landlord may require the tenant to document their claim of domestic violence, dating violence, sexual assault, or stalking. The Landlord will make such request in writing and provide

14 business days for the tenant to comply. The tenant may complete the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation* (form HUD-5382), that serves as a means of documenting the incident or incidents of domestic violence, dating violence, sexual assault, or stalking or provide alternate documentation.

**F. Remedies for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

1. The Landlord allows victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the resident's current unit to another unit.

2. The Landlord may bifurcate a lease, or remove a household member from a 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. The lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.

3. If the lease is bifurcated, and the evicted tenant was the eligible tenant under the covered housing program, the Landlord will provide the remaining tenant(s) reasonable time to establish eligibility for housing assistance or to find alternative housing. A period of 90 calendar days will be granted from the date of bifurcation of the lease to establish:

- eligibility under the same covered housing program, or
- establish eligibility under another covered housing program, or
- find alternative housing.

The 90-calendar-day period will not be available to a remaining household member if the statutory requirements for the same program prohibit it. The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations.

4. The Landlord will undertake permissible and feasible actions in an effort to promote housing stability for victims of domestic violence, dating violence, sexual assault, or stalking.

IN WITNESS THEREOF, the parties have executed this Lease Addendum this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**CDA/Landlord Authorized representative**

\_\_\_\_\_  
**Resident (head of household)**

\_\_\_\_\_  
**Spouse (if applicable)**

\_\_\_\_\_  
**Family/Household Member (18 or older)**

\_\_\_\_\_  
**Family/Household Member (18 or older)**