Revised 10-25-18 Georgia Department of Community Affairs, TBRA or PBRA

Addendum to Lease

Violence Against Women Act (VAWA)

This Addendum supplements the terms of the Lease between _____ ("Owner") and _____ ("Tenant") dated _____, including any all amendments and addendums thereto.

1. VAWA Protections.
   a. Owner shall **not**:
      i. Evict or otherwise deny assistance to Tenant on the basis or as a direct result of the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking. *Exception: Owner may evict upon showing that an actual and imminent threat* to other tenants or those employed at or providing service to the property would be present if Tenant is not evicted. Owner must document or otherwise be able to prove the actual and imminent threat based on words, gestures, actions or other indicators. Owner may only use eviction in this situation when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring Tenant 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.*
      ii. Deny tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking if: (1) the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and (2) the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
      iii. Construe an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as: (1) a serious or repeated violation of the lease by the victim or threatened victim of such incident or (2) good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.
   b. When providing notification of eviction to Tenant, Owner shall provide HUD's notice of occupancy rights under VAWA and certification form to Tenant in the appropriate language consistent with Owner's duty to provide meaningful access to services for limited English proficient persons.
   c. This addendum shall not limit Owner in complying with a court order regarding (i) the rights or access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking or (ii) the distribution or possession of property among members of a household.
   d. Tenant shall submit any requests for VAWA protections to _____ [name of agency providing rental assistance] ("Agency"), who may request that the Tenant certify in writing that he or she is a

Continued on p.2

**Actual and imminent threat is 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, Owner should consider: 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.*

Addendum to Lease

Violence Against Women Act (VAWA)

Continued from p.1

victim on either HUD's certification form or other documentation as allowed by 24 CFR 5.2007 within 14 business days, or an agreed upon extension date. If the documentation submitted contains conflicting information about whether the individual is a victim, Agency may require Tenant to submit third-party documentation as allowed by 24 CFR 5.2007 within 30 calendar days. Failure of Tenant to provide the certification or other supporting documentation means that VAWA will not limit the ability of the Landlord to evict or otherwise deny assistance to Tenant.

e. Any information submitted to Agency or Owner by Tenant, including the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking or Tenant's housing location, shall be maintained in strict confidence. Owner shall not allow any individuals in owner's employ or under contract to have access to confidential information unless explicitly authorized by Owner for reasons that specifically call for these individuals to have access under applicable Federal, State or local law. Owner shall not disclose such information to any other entity or person unless (i) requested or consented to by Tenant in a time-limited release, (ii) required for use in an eviction proceeding or hearing regarding termination of rental assistance, or (iii) otherwise required by applicable law.

f. Consistent with Agency's Emergency Transfer Plan, Tenant may request an emergency transfer if (i) Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit or (ii) Tenant was a victim of sexual assault that occurred on the premises within 90 days prior to requesting transfer. If Tenant meets the conditions for an emergency transfer, Tenant may terminate the lease without penalty.

2. Supplemental Terms. Except as supplemented herein, all remaining terms and provisions of the Agreement remain in full force and effect. Notwithstanding the foregoing, to the extent there is any inconsistency between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control.
3. Term. The term of this Addendum shall be coterminous with the Lease.

Owner and Tenant agree to and accept this Addendum as evidenced by the following signatures:

_____ _____

Owner Signature Date

_____

Printed Name:

SIGN HERE

_____ _____

Tenant Signature Date

_____

Printed Name:

SIGN HERE