

Long Island Continuum of Care Program VAWA LEASE ADDENDUM

Purpose of this Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain covered housing programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of this Required Form: Projects funded under the Continuum of Care Program (CoC) are responsible for ensuring that owners or managers of CoC-assisted housing units add a VAWA lease term/addendum to each lease executed on or after March 15, 2022. The VAWA lease term/addendum must incorporate the requirements that apply to the tenants, the owners or lease under 34 U.S.C. 12491, housing protections under the Violence Against Women Act for victims of domestic violence, dating violence, sexual assault, or stalking. To facilitate compliance with this requirement, this model lease addendum can be used by grantees.

MODEL VIOLENCE AGAINST WOMEN ACT LEASE ADDENDUM
For NY 603's Continuum of Care (CoC) Program

VAWA LEASE ADDENDUM

Tenant Name	
Landlord Name	
Unit Number and Address	
CoC Program VAWA Liaison	

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 housing protections under the Violence Against Women Act (VAWA) in accordance with 34 U.S.C. 12491: Housing protections for victims of domestic violence, dating violence, sexual assault, or stalking. 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 the Violence Against Women Act 34 U.S.C. 12291.
5. **Term of Addendum:** This Addendum shall continue to be in effect until the Lease is terminated.
6. **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 eviction, termination of assistance, tenancy or occupancy rights of the victim of abuse.
 - b. The Landlord may not consider criminal activity 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 immediate member of the Tenant's household is the victim or threatened victim of that abuse/ violence.

- c. The Tenant may terminate the lease without penalty upon determination by the CoC program that the Tenant has met the conditions for an emergency transfer to another unit under 34 U.S.C. 12491.
- d. The Tenant may be eligible to transfer to another unit and keep the program's assistance if the Tenant meets the VAWA transfer criteria and is eligible under the property's emergency transfer plan.
- e. The Landlord may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises their VAWA rights, or any person who assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.

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.
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.
9. **Right to Report Crime:** Right to Report Crime: Landlords, homeowners, tenants, residents, occupants, guests of, and applicants for housing have the right to seek law enforcement (police) or emergency assistance (call 911) on their own behalf or on behalf of another person in need of assistance. Landlords, property managers and owners may not penalize the Tenant or threaten to penalize the Tenant because the Tenant requested assistance or reported criminal activity. This applies if the Tenant is the victim or are otherwise not at fault under the law (not the abuser or perpetrator).
10. **Actual and Imminent Threats:** 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: (1) a physical danger that is real; (2) would occur within an immediate time frame, and (3) 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: (1) the duration of the risk, (2) the nature and severity of the potential

harm, (3) the likelihood that the potential harm will occur, and (4) the length of time before the potential harm would occur.

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.

11. **Bifurcation:** When a person on the lease engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, the Landlord may divide (bifurcate) the lease and 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 who is the abuser or perpetrator of these crimes. Bifurcation shall not evict, remove, or otherwise penalize the victim of the criminal activity who is also a tenant or lawful occupant.
12. **Documentation:** The Landlord may ask for documentation or certification of the domestic violence, dating violence, sexual assault or stalking. The Tenant may choose which form of documentation to provide, including self-certification. The Landlord will provide the documentation to the CoC VAWA Liaison and the CoC program will provide the Landlord with a written notice that specifies the reasonable period for review of the request for VAWA protections. The Landlord shall not request or require any other verification or documentation as a condition for providing any protection described in this Addendum, and shall suspend all efforts, actions, and rights to evict the tenant until the CoC program can make determination of whether the Tenant is entitled to VAWA eviction protections. The written notice, written determination, and any other communication by the CoC VAWA Liaison 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.
13. **Confidential Information:** All written notices, written determination by the CoC, victim communication, self-certification or third-party documentation of victimization, 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, shall be maintained by the Landlord in strict confidence. 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. VAWA documentation shall be kept in a separate file from the Tenant file. 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. Notices regarding requests for VAWA communication shall be delivered confidentially to the named victim and not placed in shared mailboxes or placed under doors in shared spaced.

Signatures:

Tenant		Date	
Landlord		Date	