

VAWA LEASE ADDENDUM
HOUSING OPPORTUNITY GRANT PROGRAM

1. OEO-Funded Rental Assistance

- a. The owner is leasing the rental unit to the tenant for occupancy by the tenant’s family with financial assistance from the Vermont Housing Opportunity Grant Program (HOP). HOP is funded in part by the federal Emergency Solutions Grant (ESG). The Vermont Office of Economic Opportunity (OEO) manages the HOP and ESG grants. At the local level, _____ is the subgrantee managing the tenant’s rental assistance.
- b. Use of this Lease Addendum is required for any and all rental assistance from HOP pursuant to 24 C.F.R. 576.106(e). Modification of this agreement is not permitted.
- c. Any terms of the rental agreement between the owner and the tenant that are contrary to the terms of this VAWA Lease Addendum are voidable for the term of the HOP Rental Assistance. If there is a conflict between the terms of the lease and the VAWA Lease Addendum, the terms of the Addendum shall apply. Once the HOP Rental Assistance period ends, formerly voidable lease terms that are not contrary to federal, state, and local law shall not be voidable.

2. Parties to the Agreement

- a. Owner
 - i. Name: _____
 - ii. Address for remittance of payments and correspondence: _____

 - iii. Telephone: _____
- b. PROGRAM NAME: _____
- c. Tenant(s): _____

3. HOP Rental Assistance

- a. Term of HOP rental assistance
 - (1) Begins on: _____
 - (2) Ends on: _____

The end date of the term of HOP rental assistance is subject to change in accordance with subparagraph **(3)(b)**, below.

- b. Initial HOP rental assistance to owner: \$ _____
The amount of monthly housing assistance by _____ to the owner is subject to change during the VAWA Lease Addendum term in accordance with program requirements. The owner will be notified in writing of any changes to the amount or termination date of the rental assistance.
- c. When the rental assistance terminates prior to the date listed in paragraph 3(a)(2)
- (1) All tenants vacate. If all tenants vacate the contract unit and/or die, HOP rental assistance terminates automatically pursuant to 24 C.F.R. 576.106(h)(3). The owner and tenant(s) should notify _____ immediately if the unit is vacant.
 - (2) Family break up. If the tenant family breaks up, HOP rental assistance may terminate, or it may continue on behalf of family members who remain in the unit. _____ shall notify the landlord if the remaining tenant is eligible for continued assistance.
 - (3) Minimum standards. Housing must meet minimum habitability standards provided by 24 C.F.R. 576.403(c). If _____ determines that the owner has failed to bring the rental unit into compliance with the minimum habitability standards within a reasonable period of time, the rental assistance shall terminate.
 - (4) Termination of rental assistance by _____. The tenant(s) may become ineligible for HOP rental assistance. _____ shall notify the owner in writing if rental assistance is terminated.

4. Supplemental Rental Agreement Terms

- a. During the term of the VAWA Lease Addendum, the owner must give _____ a copy of any notice of termination given to the tenant(s). The owner must also give _____ a copy of any complaint used in Vermont Superior Court to commence an eviction action against the tenant(s).
- b. Application of payments. The monthly rental assistance payment shall be credited against the monthly rent due to the owner for that month. It shall not be credited to late fees, charges for damages, rental arrearages due to tenant non-payment, or any other such charges.
- c. Late Payments. _____ shall make timely payments to the owner in accordance with this agreement, using the same payment due date, grace period, and late payment penalty as provided for in the lease. _____ is solely responsible for paying late payment penalties caused by late payment of rental assistance. 24 C.F.R. 576.106(f).
- d. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking
 - (1) Pursuant to the Violence Against Women Act (VAWA), an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a

serious or repeated violation of the rental agreement by the victim or threatened victim of such incident, nor shall lease violations that are a direct result of the fact that the tenant is or has been a victim be considered a substantial breach of the terms of the lease. 24 C.F.R. 5.2005(b, c).

(2) Limitations on VAWA protections

- i. Nothing in the lease or this Addendum contradicts the owner's obligation, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking.
- ii. The owner may terminate the tenancy 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 owner must 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.
- iii. The owner may evict a tenant if the owner can demonstrate 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. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in 24 C.F.R. 5.2003.
- iv. Any eviction under this section should be utilized 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 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.

(3) Emergency transfer: If _____ determines that a tenant is entitled to an emergency transfer pursuant to VAWA, _____ will notify the owner in writing that the program participant is entitled to protection under VAWA and that the rental agreement is terminated. If all tenants have vacated the unit, HOP rental assistance will terminate. If any family members remain in the unit, _____ will work with the landlord to determine if the remaining family members are eligible for ongoing HOP rental assistance if the landlord agrees to sign a new rental agreement with the remaining family members.

(4) Lease Bifurcation: If _____ determines a tenant is eligible for "bifurcation" of the lease pursuant to VAWA, _____ will ask the owner to consent to

bifurcation, in which case the perpetrator of the incident(s) of domestic violence, dating violence, sexual assault, or stalking are removed from the lease. If the owner consents, the original rental agreement is terminated. The landlord enters into a new rental agreement and VAWA Lease Addendum with the remaining household member(s). Other than removing the perpetrator, the new lease and Addendum's terms are the same as those of the original, including the termination date.

5. Prohibition on Discrimination

- a. The owner must not discriminate against the tenants in connection with this rental agreement and lease addendum because of race, color, religion, sex, national origin, age, marital status, familial status (i.e., because the tenant has one or more minor children), disability, sexual orientation, gender identity, or because a person is a recipient of public assistance.
- b. In accordance with VAWA and the Fair Housing Act, the owner may not deny rental housing, discriminate in the terms, conditions, or privileges of the rental of a dwelling, or evict a tenant on the basis of or as a direct result of the fact that the tenant or an affiliated individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.¹
- c. The owner must not discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because that person testified, assisted, or participated in any related matter.
- d. The owner must not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Owner: _____ Date: _____

PROGRAM NAME: _____ Date: _____

¹ Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.