**Lease Addendum**

**[Must attach to the Tenant’s lease]**

|  |  |  |
| --- | --- | --- |
| **Tenant:**    **“Tenant”** | **Landlord:**    **“Landlord”** | **Unit No. & Address**:    “the “Unit” |

This lease addendum adds the following paragraphs to the lease between Tenant and Landlord referred to above:

1. **Purpose of Addendum**: The lease for the above referenced unit is being amended to include the provisions of this addendum (“Addendum”) because the Tenant has been approved to receive rental assistance as a part of the Continuum of Care program (“CoC”) program administered by the Indiana Housing and Community Development Authority with federal funding received from the U.S. Department of Housing and Urban Development (“HUD”) therefore, the Lease must comply with the Violence Against Women Reauthorization Act of 2013 (“VAWA”) and it cannot contain lease terms that are prohibited by HUD. Under the COC program,      (hereafter referred to as Subrecipient) will make monthly payments to the Landlord on behalf of the Tenant.
2. **Rental Assistance Payment Contract**: The parties have signed the lease (the “Lease”) for the dwelling unit identified above (the “Unit”) on the condition that the Subrecipient and Landlord will promptly execute a Rental Assistance Payment Contract (“RAP”). The Lease shall not become effective unless a RAP has been executed by both the Landlord and the Subrecipient and is effective the first day of the term of the Lease.
3. **Conflict 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.
4. **Term of the Lease**: The term shall begin on       (enter start date) and end      (enter end date) unless any of the following events occur: (1) the Lease is terminated by the Landlord in accordance with applicable State and local landlord and tenant laws, or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease (the “Term”).
5. **Rental Assistance Payment:** Each month the Subrecipient will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The Tenant shall pay the balance of the monthly rent that is due.
6. **Rent Reasonableness**: In accordance with 24 CFR 578.49(b), the rent that Landlord charges for the Unit must be reasonable in relation to rents currently being charged for comparable units and must not be in excess of rents currently being charged by the Landlord for comparable units that are not receiving federal rental assistance.
7. **Household Members**: Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to move into the Unit without notifying and obtaining the Landlord’s permission.

|  |  |  |
| --- | --- | --- |
| **Household Member** | **Relationship to Primary Tenant** | **Age** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
| 6. |  |  |
| 7. |  |  |
| 8. |  |  |

1. **Housing Quality Standards:** The Landlord shall maintain the Unit in common areas, equipment facilities and appliances in decent, safe, and sanitary condition (in accordance with 24 CFR578.75(b) Housing Quality Standards).
2. **Utilities and Appliances**: The utilities and appliances listed in Column 2 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 3 below are not included in the rent and are paid separately by the Tenant.

**Column 2 Column 3**

|  |  |  |
| --- | --- | --- |
| **UTILITY / APPLIANCE** | **Included in Rent** | **Paid by Tenant** |
| Garbage Collection |  |  |
| Water / Sewer |  |  |
| Electricity |  |  |
| Heating Fuel (specify) |  |  |
| Refrigerator |  |  |
| Stove / Range |  |  |
| Other (specify) |  |  |

1. **Violence Against Women Reauthorization Act of 2013**

The Landlord must comply with 24 CFR part 5, subpart L.

1. **Notification Of Occupancy Rights Under VAWA And Certification Form**

The Sub-recipient must ensure that the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to each individual or family applying for permanent housing and transitional housing and each COC program participant at the following times:

1. When an individual or family is denied permanent housing or transitional housing;
2. When a CoC program participant is admitted to permanent housing or transitional housing;
3. When a CoC program participant receives notification of eviction;
4. When a CoC program participant is notified of termination of assistance;
5. With any of termination of rental assistance; and
6. Immediately, for any existing tenant either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant, through other means.

The Landlord must provide the Tenant the notice of occupancy rights set forth Form HUD 5380 and the certification form set forth in Form HUD 5382 with any notification of eviction that the Landlord provides to the Tenant during the period for which the Tenant is receiving COC tenant-based rental assistance.

1. **Request for VAWA protections**

If the Tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the Tenant must submit such request to the Subrecipent. The Sub-recipient must determine whether the Tenant is entitled to protection under VAWA and immediately advise the Tenant of the determination; and if the Tenant is entitled to protection, the Sub-recipient must notify the Landlord in writing that the Tenant is entitled to protection under VAWA and work with the Landlord on the Tenant’s behalf and the Landlord must cooperate. Any further sharing or disclosure of the CoC program participant's information by the Sub-recipient or the Landlord is subject to the requirements in 24 CFR 5.2007(c) as summarized in Subsection (D) below

1. **Emergency Transfers**

The Sub-recipient must use and implement the emergency transfer plan set forth in Form HUD-5381 as modified for the CoC-RR Program and must make the determination of whether the Tenant qualifies for an emergency transfer under the plan. The Sub-recipient must provide Form HUD -5383 to the Tenant if it requests an emergency transfer. If the Tenant qualifies for an emergency transfer and wishes to make an external emergency transfer when a safe unit is not immediately available, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded with CoC–RR funding, provided that: The individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and the individual or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

1. **Confidentiality**
   1. Any information submitted to the Sub-recipient, the Landlord or property manager regarding a tenant’s protections under VAWA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Landlord or property manager and the Sub-recipient.
   2. The Sub-recipient shall not allow any individual administering assistance on behalf of the Sub-recipient or any persons within their employ (e.g., contractors) or in the employ of the Sub-recipient to have access to confidential information unless explicitly authorized by the Sub-recipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
   3. The Sub-recipient shall not enter any confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

(i) Requested or consented to in writing by the individual in a time-limited release

(ii) Required for use in an eviction proceeding or hearing regarding termination of assistance from the CoC Program; or

(iii) Otherwise required by applicable law.

The Sub-recipient’s compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Sub-recipient. However, nothing in this paragraph shall be construed to limit the liability of the Sub-recipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

1. **Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.**

If a family who is receiving CoC-RR Funds separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

If a family living in permanent supportive housing separates under 24 CFR 5.2009(a), and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project until the expiration of the lease in effect at the time of the qualifying member's eviction. Otherwise, if a family living in a project funded with CoC-RR Funds separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

1. **Prohibited Denial/Termination**

Sub-recipient shall ensure that any applicant for or tenant of CoC-RR-assisted housing may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

1. **Construction Of Lease Terms**

The Landlord, property manager or Sub-recipient shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

1. A serious or repeated violation of a lease for CoC-RR-assisted housing by the victim or threatened victim of such incident; or
2. Good cause for terminating the assistance, tenancy or occupancy rights to CoC-RR-assisted housing of the victim of such incident.
3. **Termination On The Basis Of Criminal Activity**

Termination on the basis of criminal activity. The Tenant may not be denied 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.

1. **VAWA Limitations**
   1. Nothing in this section limits the authority of the Sub-recipient or Landlord, when notified of a court order, to comply with a court order with respect to:
2. 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; or
3. The distribution or possession of property among members of a household.
   1. Nothing in this section limits any available authority of Sub-recipient to evict or terminate assistance 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 Sub-recipient 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 or terminate assistance.
   2. Nothing in this section limits the authority of Sub-recipient to terminate assistance to or evict a tenant under the CoC Program if the Sub-recipient can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Sub-recipient would be present if that tenant or lawful occupant is not evicted or terminated from assistance. 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 CFR 5.2003.
   3. Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section should be utilized by a Sub-recipient 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.
4. **Prohibited Lease Provisions**: Any provision of the Lease that falls within the classifications below shall not apply and not be enforced by the Landlord.
   1. **Agreement to be Sued**: Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.
   2. **Treatment of Property**: Agreement by the Tenant that the Landlord may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the Unit after the Tenant has moved out of the Unit. The Landlord may dispose of this personal property in accordance with the State law.
   3. **Excusing the Landlord from Responsibility**: Agreement by the Tenant not to hold the Landlord or Landlord’s agents legally responsible for any action or failure to act, whether intentional or negligent.
   4. **Waiver of Legal Notice**: Agreement of the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
   5. **Waiver of Legal Proceedings**: Agreement by the Tenant that the Landlord may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
   6. **Waiver of Jury Trial**: Agreement by the Tenant to waive any right to a trial by jury.
   7. **Waiver of Right to Appeal Court Decision**: Agreement by the Tenant to waive the Tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease.
   8. **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome**: Agreement by the Tenant to pay attorney’s fees or other legal costs even if the Tenant wins in a court proceeding by the Landlord against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.
5. **Non-discrimination:** The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.
6. **Fraud:** WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States shall be fined not more than $10,000 or imprisoned for not more than five (5) years or both.

**Tenant Name Landlord Name**

     

Type or Print name here Type or Print name here

Signature Date Signature