

## VAWA VIOLENCE AGAINST WOMEN ACT LEASE ADDENDUM

Properties that receive federal funding must abide by VAWA and the following HUD Notices  
HUD- 5380, HUD-5381, HUD-5382, HUD-5383

This Lease Addendum adds the following paragraphs to the Lease between the below-referenced Tenant and Landlord.

**HUD-5380** the Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **The City of Davenport's Short Term Rental Assistance Program** is in compliance with VAWA.

**HUD-5381** In accordance with the Violence Against Women Act (VAWA), the housing provider allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability of a housing provider to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the housing provider has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, and how an emergency transfer may occur.

### **The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation.

**(2) You expressly request the emergency transfer.** Submission of documentation confirms that you have expressly requested a transfer.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**HUD-5382** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts. You may self-report the request for transfer in writing.

The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**HUD-5382** The housing provider cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The housing provider will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The housing provider may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the housing provider has no safe and available units for which a tenant who needs an emergency is eligible, the housing provider will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential.

Property Address: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Date of Original Lease: \_\_\_\_\_

Date of this Lease Amendment: \_\_\_\_\_

Printed Name of Property Owner/Leasing Agent: \_\_\_\_\_

Signature of Property Owner/Leasing Agent: \_\_\_\_\_

Printed Name of 1<sup>st</sup> Tenant on Lease: \_\_\_\_\_

Signature of 1<sup>st</sup> Tenant on Lease: \_\_\_\_\_

Printed Name of 2<sup>nd</sup> Tenant on Lease: \_\_\_\_\_

Signature of 2<sup>nd</sup> Tenant on Lease: \_\_\_\_\_