

Lease Addendum

[Must attach to the Tenant’s lease]

Tenant: _____	Landlord: _____	Unit No. & Address: _____
“Tenant”	“Landlord”	the “Unit”

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

- A. 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 Emergency Solutions Grant Homelessness Prevention CARES Program (“ESG-HP CARES”) 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 HUD prohibits. Under the ESG program, (hereafter referred to as Subrecipient) will make monthly payments to the Landlord on behalf of the Tenant.
- B. Rental Assistance Payment Contract:** The parties have signed the lease (the “Lease”) for the dwelling unit identified above (the “Unit”). This Addendum shall not become effective unless a Rental Assistance Payment Contract (“RAP”) has been executed by both the Landlord and the Subrecipient and is effective on _____.
- C. 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.
- D. Term of the Addendum:** 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”).
- E. Arrears:** The Subrecipient will pay arrears to the Landlord for rent due on or after April 1, 2020 in the amount of \$ _____. Subrecipient will pay for a maximum of six (6) months of arrears. The Subrecipient’s arrears payment shall be credited by the Landlord toward the arrears owed by the Tenant.
- F. 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.
- G. Rent Reasonableness:** In accordance with 24 CFR 982.507, 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.
- H. 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. _____	_____	_____

- I. Habitability Standards:** The Landlord shall maintain the Unit and common areas, equipment facilities and appliances in decent, safe, and sanitary condition (in accordance with 24 CFR 576.403(c) Habitability Standards).
- J. 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)		

K. Violence Against Women Reauthorization Act of 2013

1. Overview

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

2. Required Notice of Occupancy Rights and Certification

Landlord must cooperate with the Subrecipient to 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 applicant for ESG rental assistance and the Tenant receiving ESG rental assistance at each of the following times:

- a. When an individual or family is denied rental assistance;
- b. When an individual or family’s application for a unit receiving project-based rental assistance is denied;
- c. When a program participant begins receiving rental assistance;
- d. When a program participant is notified of termination of rental assistance;
- e. When the Tenant receives notification of eviction; and

- f. 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, through other means for any tenant that is currently receiving ESG rental assistance but has not received copies of the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382, through other means.

3. Request for VAWA protections/Documentation

If the Tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the Tenant must submit such request through the Subrecipient. If an applicant or the Tenant represents to the Subrecipient that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under 24 CFR 5.2005, or remedies under 24 CFR 5.2009, the Subrecipient may request, in writing, that the applicant or the Tenant submit to the Subrecipient a completed Form HUD 5382. If an applicant or the Tenant does not provide the documentation requested within 14 business days after the date that the Tenant receives a request in writing for such documentation from the Subrecipient, nothing in 24 CFR 5.2005 or 24 CFR 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the Subrecipient to:

- a. Deny admission by the applicant or tenant to the program;
- b. Deny assistance under the program to the applicant or tenant;
- c. Terminate the participation of the tenant in the program; or
- d. Evict the Tenant, or a lawful occupant that commits a violation of a lease.

A Subrecipient may, at its discretion, extend the 14-business-day deadline. The Subrecipient must work with the Landlord or property manager to facilitate protections on the tenant's behalf and the Landlord and the property manager must cooperate with the Subrecipient. The Subrecipient must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). If the Tenant that is entitled to protection, the Subrecipient 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. Any further sharing or disclosure of the Tenant's information will be subject to the requirements in 24 CFR 5.2007.

4. Emergency Transfers

The Subrecipient must use and implement the emergency transfer plan set forth in Form HUD-5381 for ESG-RR provided to it by IHCD. The Subrecipient may provide Form HUD-5383 to the Tenant if it is requesting an emergency transfer and ask the Tenant to complete this form. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the Subrecipient must assist the Tenant in identifying other housing providers who may have safe and available units to which the Tenant could move. At the Tenant's request, Subrecipient will also assist the Tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking. The Subrecipient must provide the Tenant with a list of Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

5. Confidentiality

Any information submitted to the Subrecipient, 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 Subrecipient.

The Subrecipient shall not allow any individual administering assistance on behalf of the Subrecipient or any persons within their employ (e.g., contractors) or in the employ of the Subrecipient to have access to confidential information unless explicitly authorized by the Subrecipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Subrecipient shall not enter confidential information described above into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

- a. Requested or consented to in writing by the individual in a time-limited release
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

The Subrecipient'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 Subrecipient. However, nothing in this paragraph shall be construed to limit the liability of the Subrecipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

6. Remedies Available To Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking.

The Landlord must understand that it may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- a. Without regard to whether the household member is a signatory to the lease; and
- b. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation, as provided in this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and ESG requirements.

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

- a. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.
- b. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

8. Prohibited Denial/Termination

Subrecipient and Landlord, as applicable, shall ensure that any applicant for or tenant for ESG 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.

9. Construction Of Lease Terms

Landlord shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- a. A serious or repeated violation of a lease for ESG-assisted housing by the victim or threatened victim of such incident; or
- b. Good cause for terminating the assistance, tenancy or occupancy rights to ESG-assisted housing of the victim of such incident.

10. Termination On The Basis Of Criminal Activity

No person may deny assistance, tenancy, or occupancy rights to ESG-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if 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. Notwithstanding the foregoing, the landlord of ESG-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The Subrecipient of ESG-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

11. Lease Addendum

The Tenant must have a legally binding, written lease for the rental unit. The lease must be between the Landlord and the Tenant. Each lease must incorporate a lease addendum that includes all requirements that apply to the Tenant, the owner/Landlord or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

12. Limited applicability of VAWA requirements:

- a. Nothing in this section limits the authority of the Landlord, when notified of a court order, to comply with a court order with respect to:
 - i. 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
 - ii. The distribution or possession of property among members of a household.
- b. Nothing in this section limits any available authority of the Subrecipient to evict or terminate assistance to a 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 Subrecipient 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.
- c. Nothing in this section limits the authority of the Landlord to terminate assistance to or evict a tenant under a covered housing program if the Landlord can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Subrecipient 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.
- d. Any eviction or termination of assistance, as provided paragraph (3) of this section should be utilized by the Landlord 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.

L. **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.

M. **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.

Option to Use Electronic Signatures

If I access an electronic signature tool to electronically sign this Addendum, I agree, and it is my intent, to sign this Addendum by doing so. I understand that my signing and submitting this Addendum in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Addendum and this affirmation. I understand and agree that by electronically signing and submitting this Addendum in this fashion I am affirming to the truth of the information contained therein.

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

Date