

**Indiana Housing and Community Development Authority  
("IHCD")  
Lease Addendum  
[Must attach to the Tenant's lease]**

**HOME Investment  
Partnerships Program  
("Rental/Multifamily) and  
Housing Trust Fund  
Programs**

<b>Tenant:</b> _____ _____ _____ _____ "Tenant"	<b>Landlord:</b> _____ "Landlord"	<b>Unit No. &amp; Address:</b> _____ "the "Unit"
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This lease addendum ("Addendum") adds the following paragraphs to the lease between Tenant and Landlord referred to above (the "Lease"):

- A. Purpose of Addendum:** The lease for the above referenced unit is being amended to include the provisions of this addendum because this development received assistance from the HOME Investment Partnerships Program ("HOME") and/or the Housing Trust Fund Program ("HTF") administered by the Indiana Housing and Community Development Authority with federal funding that it receives from the U.S. Department of Housing and Urban Development (either or both, the "Program") therefore, pursuant to 24 CFR 92.359 for HOME and/or 24 CFR 93.356 for HTF, the Lease must comply with the Violence Against Women Reauthorization Act of 2013 requirements set forth in 24 CFR part 5, subpart L ("VAWA") and must not contain HUD-prohibited lease provisions.
- B. Conflict with Other Provisions of the Lease:** In the case of any conflict between the provisions of this Addendum and any other sections of the Lease, the provisions of this Addendum shall prevail.
- C. 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").
- D. Violence Against Women Reauthorization Act of 2013**

**Notification of Occupancy Rights Under VAWA and Certification Form:**

The Landlord must ensure that notice of occupancy rights set forth in **Form HUD 5380** and the certification form set forth in **Form HUD 5382** is provided to the Tenant or any applicant at the following times: (1) to the applicant for a HOME and/or HTF-assisted unit at the time the applicant is admitted to an HOME and/or HTF-assisted unit, (2) at the time an applicant is denied admission to a HOME and/or HTF-assisted unit based on the Landlord's tenant selection policies and criteria, and (3) to a tenant with any notification of eviction.

**Request for VAWA protections**

If any applicant or the Tenant represents to the Landlord 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 Landlord may request, that the applicant or the Tenant submit to the Landlord a completed **Form HUD 5382**. If any applicant or the Tenant does not provide the **Form HUD 5382** as requested within 14 business days after the date he or she receives a request in writing for such documentation from the Landlord, 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 Landlord to:

- A. Deny admission by the applicant or tenant to the HOME and/or HTF housing;
- B. Terminate the participation of the tenant in the HOME and/or HTF housing; or
- C. Evict the tenant, or a lawful occupant that commits a violation of a lease.

Either the Landlord or IHCD may, at its discretion, extend the 14-business-day deadline.

**Prohibited Denial/Termination:**

Landlord shall ensure that any applicant for or the Tenant of a HOME and/or HTF assisted-housing may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the assisted-housing on the basis or as a direct result of the fact that the applicant or the 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.

**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 HOME and/or HTF-assisted housing by the victim or threatened victim of such incident; or
- B. Good cause for terminating the assistance, tenancy or occupancy rights to HOME and/or HTF-assisted housing of the victim of such incident.

**Termination on the Basis of Criminal Activity**

The Landlord may not deny tenancy or occupancy rights to a tenant 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 (ii) 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.

**Confidentiality of Tenant Information Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking.**

The Landlord shall ensure that any information submitted to the Landlord and or staff of the Landlord including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in confidence and may not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding against 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; or
- C. Otherwise required by applicable law.

**Remedies Available to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

The Landlord 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:

- (i) Without regard to whether the household member is a signatory to the lease; and

(ii) 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, 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. If a family who lives in a HOME and/or HTF-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME and/or HTF-assisted unit.

### **Emergency Transfers**

The Landlord must use and implement IHCD's emergency transfer plan set forth in **Form HUD-5381**, as modified for HOME and HTF. Landlord must make the determination of whether a tenant qualifies for an emergency transfer under the plan. However, the Landlord must consult with IHCD regarding its decision to ensure that IHCD agrees with the decision. The Landlord must provide **Form HUD-5383** to a tenant that is requesting an emergency transfer. 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 Landlord must work with IHCD to provide a list of properties in the jurisdiction that includes HOME and/or HTF-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME and/or HTF-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME and/or HTF-assisted units. The Tenant may terminate the lease without penalty if IHCD determines that the Tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).

### **Confidentiality**

(1) Any information submitted to the Landlord or IHCD 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 IHCD.

(2) The Landlord shall not allow any individual administering assistance on behalf of the Landlord or any persons within their employ (e.g., contractors) 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.

(3) The Landlord 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 HOME or HTF; or

(iii) Otherwise required by applicable law.

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

### **VAWA Limitations**

Nothing in this section limits the authority of either the IHCD or the Landlord, when notified of a court order, to comply with a court order with respect to:

- (1) 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
- (2) The distribution or possession of property among members of a household. Nothing in this section limits any available authority of the Landlord to evict or terminate assistance to 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 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.
- (3) Nothing in this section limits the authority of the Landlord to terminate assistance to or evict the Tenant if the Landlord can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property 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.
- (4) Any eviction or termination of assistance, as provided in subparagraph(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.

**E. Termination of Tenancy:** The Landlord may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME and/or HTF funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. Good cause does not include an increase in the tenant's income. To terminate or refuse to renew tenancy, the Landlord must serve written notice upon the tenant specifying the grounds for the action and providing a specific period for vacating that is consistent with State or local law.

**F. Prohibited Lease Provisions:** Any provision of the Lease that falls within the classifications listed in subsections 1-9 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.
9. **Mandatory Supportive Services:** Agreement by the Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

**G. 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.

**H. 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 (s):**

_____ Printed or Typed Name	_____ <i>Tenant's Signature</i>	_____ <i>Date</i>
_____ Printed or Typed Name	_____ <i>Tenant's Signature</i>	_____ <i>Date</i>
_____ Printed or Typed Name	_____ <i>Tenant's Signature</i>	_____ <i>Date</i>
_____ Printed or Typed Name	_____ <i>Tenant's Signature</i>	_____ <i>Date</i>

**Owner/ Representative Name:**

_____ Printed or Typed Name	_____ <i>Signature</i>	_____
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