# LEASE ADDENDUM

## VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

| TENANT | LANDLORD | UNIT NO. & ADDRESS |
|---|---|---|
| | | |

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts 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.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____ _____
Tenant Date

_____ _____
Landlord Date

# ESG Rental Assistance Agreement

Instruction: This Agreement covers_____(Agency Name) ESG Rental Assistance and must be completed by the Case Manager, Case Manager Supervisor, and Landlord when providing rental assistance under the Homelessness Prevention AND/OR Rapid Re-Housing component of the ESG program. The agreement is between the_____(Agency Name) and the Landlord named below and must be signed by both parties.

Program Participant: _____

Address of the unit being rented: _____

Property Name (if applicable): _____

Landlord Name: _____

Landlord Address: _____

Landlord Phone: _____

This Rental Assistance Agreement applies only to the above-referenced Tenant and rental unit. Assistance provided under the ESG Homelessness Prevention AND/OR Rapid Re-Housing is not guaranteed and will be terminated if:

- The program participant/Tenant moves out or is evicted of the housing unit;
- The lease terminates and is not renewed.

**A. Type of Assistance provided (circle one): Tenant-Based or Project-Based**

For Tenant-Based rental assistance, recipients should establish the term of the rental assistance agreement for the period of time they anticipate providing assistance. For Project-Based rental assistance, the initial term of the rental assistance agreement must be 1 year.

**B. Terms of Agreement**

The term of this Rental Assistance Agreement begins on _____

(month/day/year) and ends on_____(month/day/year).

**C. Monthly Rent**

_____(Agency Name) will pay monthly rent to the Landlord in the amount of

$_____for_____(#) months.

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_____(Program Participant/Tenant Name) will pay for a portion of the monthly

rental cost in the amount of $_____for_____(#) months.

If the agency is requiring the program participant/tenant to pay a portion of the monthly rental costs, agencies must have written policies and procedures for determining the program participant/tenant's portion of the monthly cost and should specify the amount of rent to be paid by the agency and the amount to be paid by the participant/tenant, as indicated in 576.106 (b).

**D. Security Deposit** (ESG funds may pay a security deposit that is equal to no more than 2 month's rent)

_____(Agency Name) will pay a Security Deposit in the amount of

$_____.

If a program participant/tenant leaves the program but remains in the unit for which the deposits were paid, the landlord will continue to hold the security deposit. The terms of the lease and state or local law will dictate what the landlord may do with the security deposit when the tenant leaves the unit. If the program participant/tenant moves out or is evicted, the landlord will provide the program participant/tenant AND agency a written list of all items charged against the Security Deposit and the amount allocated to each item. If evicted, the landlord will provide a written explanation and will specify the date the program participant/tenant will be required to vacate. This documentation must clearly identify the name of the program participant/tenant, landlord, move out date, and must be signed and dated by the landlord. The eviction notice will be provided to the program participant/tenant AND agency.

**E. Rent Restrictions and Amounts Payable**

1. ***Payment Due Date:*** Due dates as stated in the lease.

- The payment due date is:_____
- The grace period for payment is:_____
- The late penalty requirements are: _____

(ESG program funds cannot be used to pay late payment penalty costs. It is the sole responsibility of the subrecipient to pay those penalties using non-ESG funds, as indicated in CFR 576.106 (f))

**F. Violence Against Women Act (VAWA) Protections**

1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good

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cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

3. The Landlord must permit the tenant to terminate the lease without penalty if the Agency determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).

**G. Termination of Tenancy**

For Tenant-Based rental assistance, the rental assistance agreement with the landlord/owner must terminate and no further rental assistance payments may be made under this agreement if: the program participant moves out of the housing unit; the lease terminates and is not renewed; or the program participant becomes ineligible to receive ESG rental assistance (§576.106(h).

Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify the Agency in writing when eviction proceedings are begun and must provide the agency a copy of any notice to the Tenant to vacate the housing unit, or complaint use under state or local law to commence an eviction action against the Tenant. Landlord will provide the Agency with a copy of the required notices to Tenant.

***Please note: This Rental Assistance Agreement does not take the place of the lease between the landlord and the tenant.***

| | |
|---|---|
| Signature of Landlord | Date |
| Signature of Case Manager (Agency) | Date |
| Signature of Supervisor (Agency) | Date |

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# ESG Rental Assistance Agreement – Rental Arrears ONLY

Instruction: This Agreement covers _____ (Agency Name) ESG Rental Assistance and must be completed by the Case Manager, Case Manager Supervisor, and Landlord when providing rental assistance under the Homelessness Prevention AND/OR Rapid Re-Housing component of the ESG program. The agreement is between the _____ (Agency Name) and the Landlord named below and must be signed by both parties.

Program Participant: _____

Address of the unit being rented: _____

Property Name (if applicable): _____

Landlord Name: _____

Landlord Address: _____

Landlord Phone: _____

This Rental Assistance Agreement applies only to the above-referenced Tenant and rental unit. Assistance provided under the ESG Homelessness Prevention AND/OR Rapid Re-Housing is not guaranteed and will be terminated if:

- The program participant/Tenant moves out or is evicted of the housing unit;
- The lease terminates and is not renewed.

**A. Type of Assistance provided (circle one): Tenant-Based or Project-Based**

For Tenant-Based rental assistance, recipients should establish the term of the rental assistance agreement for the period of time they anticipate providing assistance. For Project-Based rental assistance, the initial term of the rental assistance agreement must be 1 year.

**B. Terms of Agreement**

The term of this Rental Assistance Agreement begins on _____

(month/day/year) and ends on _____ (month/day/year).

**C. Monthly Rent**

Monthly rent amount is: _____ (as stated on the lease).

_____ (Agency Name) will pay a total of $_____, which covers

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_____ (#) months of arrears paid.

Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.

**D. Documentation**

Evidence/documentation is required to justify payment for any rental arrears. Landlords will need to provide the program participant/tenant AND agency a detailed ledger stating the arrears and any payments that the program participant/tenant had made. The landlord shall provide a copy of the signed lease to verify the tenants name, move in/move out dates, address, rent amount, etc.

**E. Violence Against Women Act (VAWA) Protections**

1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

3. The Landlord must permit the tenant to terminate the lease without penalty if the Agency determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).

***Please note: This Rental Assistance Agreement does not take the place of the lease between the landlord and the tenant.***

_____ _____

Signature of Landlord Date

_____ _____

Signature of Case Manager (Agency) Date

_____ _____

Signature of Supervisor (Agency) Date

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