

**HOME and National Housing Trust Fund
ATTACHMENT TO LEASE ADDENDUM
VIOLENCE AGAINST WOMEN ACT**

This Attachment adds the following paragraphs to the VAWA Lease Addendum (Form HUD-91067) for Minnesota Housing's HOME and National Housing Trust Fund assisted developments.

VAWA Protections

1. A Tenant may terminate the Lease without penalty if it is determined that the Tenant has met the conditions for an emergency transfer. A Tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking will qualify for an emergency transfer if: (a) the Tenant expressly requests the transfer; and (b)(i) the Tenant reasonably believes that there is a threat of imminent harm from further violence if the Tenant remains within the same dwelling unit that the Tenant is current occupying; or (b)(2) in the case of a Tenant who is the victim of sexual assault, either the Tenant reasonable believes that there is a threat of imminent harm from further violence if the Tenant remains within the same dwelling unit that the Tenant is currently occupying, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.
2. If a family separates due to the eviction, removal, or termination of occupancy rights of a member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against a victim of such criminal activity who is also a tenant or lawful occupant, then the remaining tenants may remain in the dwelling unit.

Imminent Threat to Others

Notwithstanding the forgoing, nothing in this Lease Addendum limits the ability of the Landlord to evict a Tenant or lawful occupant if the Landlord can demonstrate: (a) an actual and imminent threat to other Tenants or lawful occupants, or those employed at or providing services to the property, would be present if that Tenant or lawful occupant is not evicted; and (b) there are no other actions that could be taken to reduce or eliminate the threat.

Confidentiality

Any information submitted to the Landlord in relation to this Lease Addendum, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be maintained in strict confidence by the Landlord, unless disclosure is required by law or court order or the tenant gives written permission to release information. Landlord may release information in relation to this Lease Addendum to Minnesota Housing, who will maintain that information in confidence unless disclosure is required by law or court order or if tenant gives written permission to release information.

Other Actions

The Landlord and Tenant acknowledge and agree that Landlord may take any other action in order to comply with Federal, State, or local law, including but not limited to VAWA.

Tenant

Date

Landlord

Date