

ATTACHMENT TO LEASE ADDENDUM

VIOLENCE AGAINST WOMEN ACT (VAWA)

This Attachment adds the following paragraphs to the VAWA Lease Addendum (Form HUD-91067) for Minnesota Housing's VAWA covered units.*

VAWA Protections

1. A Tenant may terminate the Lease without penalty if the Landlord, Owner, or Property Manager determines 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 qualifies for an emergency transfer if: the Tenant expressly requests the transfer; and 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 currently occupying; or, in the case of a Tenant who is the victim of sexual assault, either 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 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.
3. A Tenant may not be discriminated against because they have opposed any act or practice made unlawful by VAWA's housing provisions, or because the Tenant testified, assisted, or participated in any related matter.
4. No Landlord, Owner, or Property Manager may coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.
5. A Tenant, Resident, Occupant, and their guests have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. Landlords, Owners, and Property Managers are prohibited from penalizing or threatening to penalize a Tenant, Resident, Occupant, or their guest because they request assistance or report criminal activity of which they are a victim or otherwise not at fault under state and local laws, or Minnesota Housing's policies.

Imminent Threat to Others

Notwithstanding the forgoing, nothing in this Lease Attachment limits the ability of the Landlord, Owner, and/or Property Manager 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, Owner, and/or Property Manager 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

*PBCA and Section 811 PRA units are not subject to this form and must use the HUD-identified lease addendum.

permission to release information. Landlord, Owner, and/or Property Manager may release information in relation to the Lease Addendum and this Attachment 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 to comply with Federal, State, or local law, including but not limited to VAWA.

Tenant

Date

Landlord

Date