

Public Housing Lease Attachment – VAWA LEE COUNTY HOUSING AUTHORITY

Domestic Violence, Dating Violence, Stalking. The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in LCHA’s Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant’s household, a guest, or other person under the tenant’s control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant’s family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, LCHA may terminate Tenant’s tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant’s tenancy is not terminated.
4. Further, nothing in this section shall prohibit LCHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant’s household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. Above. However, in taking any such action to terminate tenancy, LCHA shall not apply a more demanding standard to you than to other tenants.

B. Bifurcation of Lease. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), LCHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. LCHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.



C. Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, LCHA may (but is not required to) request the individual to deliver to LCHA a certification. The certification may be delivered in one of the following forms:

1. a HUD-approved form (supplied by LCHA) attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
2. documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
3. a federal, state, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to LCHA within 14 days after the request for certification is received from LCHA. If the certification is not delivered to LCHA within the 14-day period allowed, the provisions of this section will not apply and LCHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality. The law requires that information provided to LCHA concerning an incident or incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

ALTERNATE PROVISIONS

C. Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, LCHA may (but is not required to) request the individual to deliver to LCHA a certification. The certification may be made within 14 days after the request for certification is received from LCHA and may be made in the manner described in the request. If the certification is not delivered within the time allowed, LCHA may proceed to terminate tenancy and evict without reference to this section.

D. Confidentiality. Information provided to LCHA concerning an incident or incidents of domestic violence, dating violence, or stalking shall be retained by LCHA in confidence and disclosed only as permitted by applicable law.



The Tenant and Tenant's adult Household members, whose signatures appear below, hereby acknowledge that they have read the provisions of this VAWA Lease Addendum, and that they understand and agree to each and every provision contained in this Addendum. The Tenant and his/her adult Household members further acknowledge by signature below that they have received a copy of this document:

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

LCHA Representative Signature: _____ Date: _____

