



## Amendment to the Public Housing Dwelling Lease VAWA ACT

**Amendment to the Public Housing Dwelling Lease Violence Against Women Act Protections:** The Violence Against Women Act (VAWA) provides the following protections to public housing residents.

- a) The Landlord will not terminate or refuse to renew the Lease and will not evict the Resident or member of Resident's household from the dwelling in it if Resident, lawful household member, or an affiliated individual is a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b) Under the Violence Against Women Act (VAWA), the Landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident, a lawful occupant, or affiliated individual under this lease when such person engages in criminal acts of physical or physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident, lawful occupant, or affiliated individual under the law.
- c) With any notification of eviction or notification of termination of assistance, Resident will be given a "Notice of Occupancy Rights under the Violation Against of Women Act" which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the HUD-approved Certification form shall also be provided with the notice.
- d) The Landlord may request in writing that the victim, or 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, Sexual Assault or Stalking and Alternate Documentation, Form HUD-5382, 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.
- e) Notwithstanding anything to the contrary contained in paragraphs a and b above, the Landlord may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located if the resident's tenancy is not terminated.
- f) Nothing in this section shall prohibit the Landlord from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, sexual assault, or stalking against the Resident or household member provided that the Housing Authority of Williamsburg does not subject such a tenant to a more demanding, standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy.

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Signature

Date

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Signature

Date