

LEASE AMENDMENT

DOMESTIC VIOLENCE PROTECTIONS FOR EMERGENCY SOLUTIONS GRANT PROGRAM PARTICIPANTS

I. Purpose

This lease amendment (“Amendment”) adds the provisions listed in Section IV, “Provisions,” to the lease (“Lease”) for the property located at _____ (“Unit”) between _____ (“Tenant”) and _____, whose business address is _____ (“Landlord”).

II. Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of the Amendment and other sections of the Lease, the provisions of the Amendment shall prevail.

III. Term of the Amendment

The effective date of the Amendment is _____. The Amendment shall remain in effect until the Lease is terminated.

IV. Provisions

The following provisions provide protections for people who are victims of domestic violence (which includes dating violence, stalking, sexual assault, and human trafficking). These protections descend from federal regulations that apply to all leases subsidized by the Emergency Solutions Grant (ESG) Program and are either required by those regulations or required to successfully implement those regulations under the State of California’s ESG Program.

1. The Landlord cannot evict or terminate the tenancy, assistance, or occupancy rights of any person in the Tenant’s household on the basis or as a direct result of the fact that they are or have been a victim of domestic violence.
2. The Landlord cannot evict or terminate the tenancy, assistance, or occupancy rights of a person in the Tenant’s household solely based on criminal activity directly relating to domestic violence if both of the following are true:
 - a. The criminal activity is engaged in by a member of the Tenant’s household or any guest or other person under control of the Tenant;
 - b. The Tenant or an affiliated individual of the Tenant (e.g. a member of their household or family) is the victim or threatened victim of the aforementioned domestic violence.
3. If the Tenant applies for, qualifies for, and receives an emergency transfer from the Unit to another housing unit in accordance with a Violence Against Women Act (VAWA)-compliant emergency transfer plan (ETP) approved by the California Department of Housing and Community Development (CA HCD), and if no members of the Tenant’s original household remain in the Unit, the Tenant may terminate the Lease as of the date on which they relinquish occupancy.
4. To receive protections listed under the Violence Against Women Act (VAWA) as contained in this Amendment, the Landlord may submit a request in writing to the victim or a family member acting on the victim’s behalf to certify that the person in question is a victim of abuse within 14

business days (or within a mutually agreed timeframe longer than 14 days). Certification shall be provided via Form HUD-5382 or other documentation as noted on that Form. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

V. Execution

Tenant Date

Landlord Date

This space and the space below it intentionally left blank

