

The following paragraphs revise your Housing Authority Resident Lease Agreement by adding requirements of the *Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA)*.

**Under the law this Lease Addendum is effective immediately.  
Please attach this document to your Lease.**

The Resident Lease Agreement is hereby amended to add the following provisions:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.
2. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, or any drug-related criminal activity on or off the Leased Premises, engaged in by the Tenant, any member of the Tenant's household, or any guest or other person under the Tenant's control, shall be cause for termination of tenancy, except that:
  - a. criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the Tenant or immediate member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
    - (1) Notwithstanding subparagraph (2)(a), the New York City Housing Authority ("Landlord") may bifurcate the Lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Tenant or lawful occupant.
  - b. Nothing in subparagraph (2)(a) may be construed to limit the Landlord's authority, when notified, to honor court orders addressing rights of access to or control of the Leased Premises, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
  - c. Nothing in subparagraph (2)(a) limits any otherwise available authority of the Landlord to evict the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that the Landlord does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
  - d. Nothing in subparagraph (2)(a) may be construed to limit the Landlord's authority to terminate the tenancy of any Tenant if the Landlord can demonstrate an actual and imminent threat to other tenants, to the Landlord's employees, or to those providing service to the Premises if the Tenant's tenancy is not terminated.
3. Nothing in paragraph 2 shall be construed to supersede any provision of any federal, state, or local law that provides greater protection than paragraph 2 for victims of domestic violence, dating violence, or stalking.
4. Each provision of this Addendum will be binding as if it appeared in the underlying Lease. The provisions of this Addendum will govern if any provision of this Addendum differs from a provision of the underlying Lease.