

## LEASE ADDENDUM

Property Name:	
Tenant:	
Landlord:	
Unit No. or Address:	
Date of Lease:	

This Lease Addendum (“Addendum”) effective as of the date entered above modifies and is made part of a Lease between the Tenant and Landlord for the housing unit indicated.

In the event of a discrepancy between the Lease and this Addendum, the provisions of this Addendum will control.

**Section 1. Non-Discrimination:** The Landlord shall not discriminate against any Tenant because of race, religion, color, national origin, sex, age, veteran status, disability, familial status, marital status, actual or perceived sexual orientation, and actual or perceived gender identity.

**Section 2. URLTA:** Both the Landlord and the Tenant agree to comply with the provisions of the Kentucky Uniform Residential Landlord Tenant Act (URLTA) as codified at KRS 383.500-383.715. To the extent that any provision of the Lease or this Addendum is in conflict with URLTA, the provisions of URLTA shall control.

**Section 3. Inspections by Kentucky Housing Corporation and Federal Authorities:** In addition to any other inspection rights in the Lease and subject to any notice provisions within the Lease or required by applicable state and local laws, the Landlord shall have the right to inspect the housing unit and to permit the Kentucky Housing Corporation, HUD, HUD’s Office of Inspector General, or the Government Accountability Office or any of their designees to inspect the unit for the purposes of ensuring compliance with all applicable property standards.

**Section 4. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.**

**Section 4.1. Definitions:** For the purpose of this Section, the definitions used in 24 CFR 5.2003 shall apply.

**Section 4.2. Prohibited Bases for Termination and Construction of Lease Terms.**

1. The Landlord may not deny assistance under, terminate participation in, or evict from housing a Tenant on the basis or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the Tenant otherwise qualifies for assistance, participation, or occupancy.
2. Tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- i. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
  - ii. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.
- 3. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:
  - i. A serious or repeated violation of a lease by the victim or threatened victim of such incident; or
  - ii. Good cause for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such incident.

**Section 4.3. Lease Bifurcation.**

- 1. The Landlord may, in accordance with the other provisions of this Section, bifurcate a lease or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
  - i. Without regard to whether the household member is a signatory to the lease; and
  - ii. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
- 2. A lease bifurcation, as provided in this Section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases.
- 3. If a family separates under the provisions of this Section, the remaining tenant(s) may remain in the unit.

**Section 4.4. Emergency Transfers:** A Tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer under Landlord's Emergency Transfer Plan if the tenant expressly requests the transfer and:

- 1. The Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit the Tenant is currently occupying; or
- 2. In the case of a Tenant who is the victim of sexual assault, either the Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit 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.

**Section 4.5. Documenting the Occurrence of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.**

- 1. If Tenant represents to Landlord that Tenant is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies listed in this Section, Landlord may request, in writing, that Tenant submit to Landlord the documentation specified in this Section.
- 2. If Tenant does not provide the documentation requested above within 14 business days after the date Tenant receives a request for such documentation from

Landlord, nothing in this Section may be construed to limit the authority of Landlord to terminate Tenant's participation in any program or evict Tenant or a lawful occupant that commits a violation of the Lease.

3. Landlord has the discretion to extend the 14 business day deadline described in this Section.
4. Tenant may submit any of the following as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking:
  - i. HUD form 5382 titled "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation;" or
  - ii. A document:
    - a. Signed by Tenant;
    - b. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or mental health professional (collectively "Professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse; and
    - c. That specifies, under penalty of perjury, that the Professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this Section, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
  - iii. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
  - iv. At the discretion of Landlord, a statement or other evidence provided by Tenant.
5. Tenant has the sole discretion which form of documentation to submit.
6. Any information submitted to Landlord under this Section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, ("Confidential Information") shall be maintained in strict confidence by Landlord. Landlord shall not allow any individual administering assistance on behalf of the Landlord or any persons within their employ (*e.g.*, contractors) or in the employ of the Landlord to have access to Confidential Information unless explicitly authorized by the covered housing provider for reasons that specifically call for these individuals to have access to Confidential Information under applicable Federal, State, or local law. Landlord shall not enter Confidential Information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is (i) requested or consented to in writing by the individual in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

#### **Section 4.6. Limitations of Protections of this Section.**

1. Nothing in this section limits the authority of a covered housing provider, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household.

2. Nothing in this section limits any available authority of a Landlord to evict or terminate assistance to a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an affiliated individual of the Tenant. However, Landlord must not subject the Tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
3. Nothing in this section limits the authority of a Landlord to terminate assistance to or evict Tenant if Landlord can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to property of the Landlord would be present if Tenant or other lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.
4. Any eviction or termination of assistance, as provided in this Section should be utilized by Landlord only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents.

By signing below, this Tenant and Landlord (or Landlord’s duly authorized representative pursuant to the terms of the Lease) hereby agree to this Addendum.

<i>Signature of Tenant:</i>	<i>Date:</i>
<i>Signature of Tenant:</i>	<i>Date:</i>
<i>Landlord/Landlord’s Representative:</i>	<i>Date:</i>