



**VAWA Emergency Transfer Plan
for Victims of Domestic Violence, Dating Violence,
Sexual Assault, or Stalking**

Lesley Senior Communities

**701 Arnold Way
Half Moon Bay CA 94019
(650) 726-2488**

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Lesley Senior Communities is a non profit organization that provides subsidized housing to low income persons 62 and older in partnership with the U.S Department of Housing and Urban Development. The facilities are designated to attract applicants for occupancy from all potentially eligible groups of people in the housing area regardless of race, color, religion, sex, national origin, disability, and familial status. To be eligible for occupancy at this property, there must be a match between the applicant's family size and the unit size available in the property.

Purpose of Plan

This VAWA Emergency Transfer Plan was developed with the aid of form HUD-5381, *HUD's Model Emergency Transfer Plan*, FR-5720-F-03, Violence Against Women Reauthorization Act of 2013: Final rule, November 16, 2016, and Notice H2017-05, published by HUD on June 30, 2017. The plan conforms with VAWA's Final Rule and HUD's implementation notice and provides policies for assisting tenants who are VAWA victims to make emergency transfers, whether to a unit within this property, or to a unit in another property, which may or may not be under the control of Management. The plan describes admission preferences and transfer waitlist priorities for this property. The plan also provides a list of nearby HUD-subsidized rental properties for tenants who qualify for emergency transfers under VAWA and who choose to transfer to another property.

Availability of Plan

This VAWA Policy and Emergency Transfer Plan is available to the public upon request. It may be reviewed during normal business hours at the site rental office and/or at the Management office at the addresses listed above.

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Explanation of VAWA

The Violence Against Women Act (VAWA) protects applicants/tenants in covered HUD housing programs from being denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant/tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant/tenant otherwise qualifies for admission, assistance, participation, or occupancy. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, **regardless** of sex, gender identity, or sexual orientation.

Prohibiting Discrimination

Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status. In addition, if the O/A finds an instance of a VAWA-related crime against a family member under the age of 18, the O/A will exercise VAWA protections regardless of the age of the victim and require documentation and confidentiality procedures in assisting such a family. The O/A will also contact child welfare or child protective services, or law enforcement, whenever a minor claims to be a victim of domestic violence, dating violence, sexual assault, or stalking.

Nondiscrimination and HUD's Equal Access Rule

Management has trained its staff in Federal fair housing and civil rights laws regarding discrimination, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and Title VI of the Civil Rights Act. The Violence Against Women Act of 2013 also clarifies that, consistent with HUD's nondiscrimination and equal opportunity requirements, victims of domestic violence, dating violence, sexual assault, and stalking cannot be discriminated against on the basis of any protected characteristics. In addition, this property will be operated consistently with HUD's Equal Access Rule, which states that HUD-assisted/insured housing must be made available to all otherwise eligible individuals/families without regard to actual or perceived sexual orientation, gender identity or marital status.

Reasonable Accommodations

Management will provide reasonable accommodations to this emergency transfer policy for individuals with disabilities, such as a reasonable accommodation to any requirement that the emergency transfer request be in writing. Management is committed to helping disabled victims put their transfer request in writing, if requested, or where the need for such assistance is obvious.

- Individuals with disabilities may request a reasonable accommodation at any time to any program rules, policies, or practices that may be necessary.
- Management will provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, *e.g.*, Braille, audio, large type, assistive listening devices, and sign language interpreters.
- Management ensures that communications and materials are provided in a manner that is effective for persons with hearing, visual, and other communication-related

disabilities consistent with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and their implementing regulations.

LEP Obligations

Per 24 CFR 5.2005 (a)(3), Forms HUD-5380 and 5382 must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166, signed 8-11-00, and published in the Federal Register on 8-16-00. HUD has published these two forms in 14 languages. Management will take reasonable steps to ensure meaningful access to its programs and activities to LEP individuals, as issued in HUD's LEP Guidance at http://www.lep.gov/guidance/HUD_guidance_Jan07.pdf.

Federal, State, Local Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of VAWA-related crimes. Tenants may be entitled to additional housing protections for victims of VAWA-related crimes under other Federal laws, as well as under State and local laws.

Rights of Tenants

All applicants/tenants of this property will be made aware through form HUD-5380, *Notice of Occupancy Rights under VAWA*, of the protections the VAWA Act provides for applicants/tenants who are victims of domestic violence, dating violence, sexual assault, or stalking, the rights of tenants to have an abuser/perpetrator removed from their unit, and the rights of tenants to move to another unit by requesting an emergency transfer. Also, applicants/tenants will have the right to review this VAWA Emergency Transfer Plan, as indicated on the cover page, and to ask questions regarding the plan. If a victim feels that there has been an unfair denial of an emergency transfer and is unable to resolve this situation with Management, the victim should contact HUD.

Number of Members in Family Desiring an Emergency Transfer

Management will not deny or limit transfers to a safe and available unit based on the number of household members who request transfers, provided the victims meet the statutory requirements for the transfer.

Prohibition of Requiring Transfers to Other Properties or Programs

Management will allow tenants to transfer to available and safe units within the property to avoid undergoing an application process at another property that is outside of Management's control. However, when Management does not have a safe and available unit to which the tenant can immediately make a transfer, Management will assist such victims in transferring qualified tenants to other properties.

Prohibition of Terminating a Lease when a Victim Declines to Transfer

Under the VAWA law, if a victim declines to move to a proposed transfer unit, the tenant's rejection of such proposed transfer will **not** serve as a basis for good cause termination of the lease.

Prohibition of Good Cause Termination due to VAWA Incident

Per 24 CFR 5.2005 (c), an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of a lease by the victim or threatened victim of such incident, or be considered good cause for

terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

Prohibited Basis for Denial or Termination of Assistance or Eviction Due to Criminal Activity

A tenant of HUD-assisted housing program 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:

- 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
- 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.

Management's Right to Evict or Terminate Assistance due to Serious or Repeated Lease Violations

A tenant of HUD-assisted housing can be evicted and/or assistance terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking. However, Management cannot hold tenants who have been victims of VAWA-related crimes to a more demanding set of rules than it applies to tenants who have not been victims of VAWA-related crimes. Protections for VAWA-victims may not apply if Management can demonstrate that not evicting or terminating assistance would present a real physical danger that would occur within an immediate timeframe and could result in death or serious bodily harm to other tenants or those who work on the property. However, Management will only terminate assistance or evict if there are no other actions that could be taken to reduce or eliminate the threat.

Tenant's Right to Have their Lease Bifurcated rather than Requesting a Transfer

Management may bifurcate a tenant's lease in order to evict or terminate the assistance of the individual who has engaged in VAWA-related criminal activity (the abuser or perpetrator). If a tenant chooses to have the abuser or perpetrator removed, Management may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. For more information on Lease Bifurcation, see Section II of this plan.

Facilitating an Emergency Transfer for Eligible VAWA Victims

Management is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), Management has instituted this emergency transfer plan to allow tenants who are victims of VAWA-related crimes to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of Management to honor such request for tenants, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Management has another dwelling unit that is available and safe to offer the tenant for temporary or more permanent occupancy.

Confidentiality

The Violence Against Women Act has very strict confidentiality provisions that are designed to protect information that any tenant or applicant shares with Management in order to obtain

VAWA protections and remedies. Management will not allow any individual administering assistance or other services on behalf of Management, such as employees and contractors, to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

- Where disclosure of the fact that somebody is a victim of a VAWA crime is necessary to secure VAWA protections, the individual requesting VAWA protections may consent to the disclosure.
- Disclosure must be requested or consented to in writing by the individual in a time-limited release.
- Management will never maintain VAWA-related documents in the tenant's HUD file, but will keep such documents in a safe, confidential location in accordance with VAWA.

Confidentiality in Regard to VAWA-Related Incidents

All information provided to Management concerning incidents of domestic violence, dating violence, sexual assault, or stalking will be kept confidential and stored in a safe place that only employees who have been designated as a point of contact, such as the site manager, have access to. In addition, details of an incident will not be entered into any shared database. The O/A is allowed to enter information into a database system used by the O/A that meets all requirements for securing sensitive personally identifiable information (PII), including the Privacy Act. Management, however, may disclose the information provided only if:

- The tenant or applicant gives written permission to Management to release the information on a time limited basis;
- Management needs to use the information in an eviction or termination of assistance proceeding against the victim's abuser or perpetrator;
- A law requires Management to release the information.

Communicating with the Victim

When communicating with an individual who has requested VAWA protections, Management will take precautions to avoid inadvertent disclosure of confidential information to another individual or entity. Unless given permission from the victim to do so, the O/A will not leave voicemail messages that contain confidential information or refer to VAWA, the VAWA protections, or a VAWA-related incident. Leaving a voicemail requesting that the victim contact the O/A without referencing VAWA is permissible. In addition, the O/A will not send mail to the victim's address regarding a VAWA-related incident, such as a written request to complete form HUD-5382, or a written extension of the 14-business day timeframe to respond to the O/A's request for documentation. Instead, the O/A will request that all communication be face-to-face with the victim and their designated point of contact, in the O/A's office, or other space that is mutually agreed upon and is safe for the victim.

Confidentiality in Regard to Emergency Transfers

Management will keep confidential any information that the tenant submits in requesting an emergency transfer, unless the tenant gives written permission to release the information on a time limited basis, or disclosure of the information is required by law, or required for use in an eviction proceeding or hearing regarding termination of assistance. This includes keeping confidential the new location of a transfer unit from the perpetrator of the VAWA-related crime. See the *Notice of Occupancy Rights under the Violence Against Women Act* in the Attachments in Section VIII of this plan for more information about Management's responsibility to maintain the confidentiality of information related to VAWA crimes.

Confidentiality in Regard to Logging Emergency Transfer Requests and Outcomes

Management will keep confidential its required log for all emergency transfer requests and outcomes. However, management will give access to the log to HUD or the CA upon request.

II. Available VAWA Protections

Model VAWA Forms for Use and Distribution

HUD has developed model forms for use by owners and agents of HUD's Multifamily rental assistance programs in implementing the housing protections authorized in the Violence Against Women Reauthorization Act of 2013. The forms can be customized by O/As for their properties, as long as they contain the same information and language as that published in the forms listed below.

HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. This notice explains a tenant's rights under VAWA. When distributing this notice to applicants and tenants, the HUD-approved Certification Form, HUD-5382, will be attached to the notice. Tenants can fill out form HUD-5382 to show that they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that they wish to use their rights under VAWA.

Forms HUD-5380 and 5382 will be distributed by the O/A at the following times:

- When an individual is denied assistance or admission under an assisted program;
- When an individual is admitted to a dwelling unit assisted under the covered housing program;
- When a current resident is notified of an eviction or termination of assistance; and
- For all existing residents during the 12-month period following 12-16-16 through 12-15-17 at the time of the annual recertification or lease renewal process.

HUD-5381, Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

HUD has developed the Model Emergency Transfer Plan for Owners/Agents of HUD-assisted housing to use in the development of their own emergency transfer plan. It is to be used only as a guide.

HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

For any HUD-assisted tenant seeking VAWA protections, Management may ask in writing for the tenant to submit documentation about the incident(s) of domestic violence, dating violence, sexual assault, or stalking. In response to this request, the tenant or someone on their behalf may complete the optional form HUD-5382, and submit it to Management, or the tenant may submit one of several other types of third-party documentation listed on form HUD-5382. For more information on Management's policy regarding documentation of a VAWA-related incidence, see Documentation and Certification on Page 10.

The time period to submit documentation is 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the date that the tenant receives a written request from the O/A to provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. The O/A will confirm receipt of the documentation within 4 business days. Upon a resident's request, the O/A will consider extending the time period to submit the documentation on a case-by-case basis, after reviewing any potential extenuating

circumstances. If the requested information is not received within 14 business days of when the tenant received the request for the documentation, or any extension of the date provided by the housing provider, the housing provider does not need to grant any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

HUD-5383, Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If a tenant is a victim of domestic violence, dating violence, sexual assault, or stalking, and is seeking an emergency transfer, the tenant may use form HUD-5383 to request an emergency transfer and certify that they meet the requirements of eligibility for an emergency transfer under VAWA. Using the form does not necessarily mean that the tenant will receive an emergency transfer. Form HUD-5383 includes:

- The requirements that victims of domestic violence, dating violence, sexual assault, and stalking must meet to qualify for an emergency transfer under VAWA;
- Information about other types of documentation that those requesting a transfer may submit if the victim has such documentation and it is safe to provide;
- Information on maintaining confidentiality of facts the victim submits to the housing provider;
- Requests of information from victims about their households, the accused perpetrators, if this is known and can be safely disclosed, and about why the victims qualify for an emergency transfer under VAWA; and
- A statement that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Tenants are not required to use form HUD-5383 to request an emergency transfer, but may notify Management and submit a written request for a transfer that includes either:

- A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under Management's program; OR
- A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer

Availability of VAWA Forms at this Property

In addition to the required distribution of VAWA forms HUD-5380, *Notice of Occupancy Rights*, and HUD-5382, *Certification Form*, mentioned above, all four of HUD's VAWA forms are attached to this Emergency Transfer Plan for the public's perusal. Also, the O/A has copies of the VAWA 2013 Final Rule, VAWA Notice H2017-05, and this Emergency Transfer Plan in a VAWA binder in the property's Administration Office.

Additional Availability of Forms HUD-5380 and 5382

Management is aware that the Notice of Occupancy Rights and Certification Form may be misplaced by an applicant/tenant, and has chosen to make new copies available upon request to these individuals. In addition, Management will make the forms available in Arabic, Armenian, Cambodian, Creole, Hmong, Japanese, Korean, Lao, Mandarin, Russian, Somali, Spanish, Thai, and Vietnamese upon request.

Who is Entitled to VAWA Protections

VAWA protections apply to both applicants and tenants of HUD-assisted properties. Applicants who otherwise qualify for assistance under HUD-assisted housing programs, cannot be denied admission or assistance because of being a victim of a VAWA-related crime. Tenants of HUD-assisted housing programs, including those who are not in good standing, cannot be denied assistance, terminated from participation, or be evicted from their rental housing because they have been a VAWA-related crime.

HUD's Definition of Tenant

The term *tenant* refers to an assisted family and the members of the household on their lease, but **does not include guests or unreported members of a household**. In addition, a live-in aide or caregiver is not a tenant, and cannot invoke VAWA protections. However, the paragraphs below on live-in aides and unreported members are included in VAWA's Final Rule, FR-5720-F-03, Violence Against Women Reauthorization Act of 2013, November 16, 2016, and will be considered by Management on a case-by-case basis.

Affiliated Individuals

Affiliated individuals of HUD-assisted tenants that have been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest, may not be denied rental assistance or occupancy rights under HUD-assisted housing programs solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual of a tenant means the spouse, parent, brother, sister, or child, or a person to whom the tenant stands in the place of a parent or guardian (for example, the affiliated individual is in the tenant's care, custody, or control); or any individual, tenant, or lawful occupant living in an assisted tenant's household.

Live-In Aides

A live-in aide could be an affiliated individual of a tenant. If that aide or guest is a VAWA-victim, the tenant with whom the affiliated individual is associated cannot be evicted or have assistance terminated on the basis that the affiliated individual was a victim. Moreover, where a live-in aide is a VAWA-victim, and the tenant seeks to maintain the aide's services, Management cannot require that the aide be removed from the household on the grounds of being a victim of abuse covered by VAWA. The aide resides in the unit as a reasonable accommodation for the tenant with a disability, and to require removal of the aide solely because they are a victim of abuse would violate Section 504 of the Rehabilitation Act, the Fair Housing Act, and the Americans with Disabilities Act, which require Management to permit such reasonable accommodations. In addition, if a tenant requests and qualifies for an emergency transfer on the grounds that the live-in aide is a VAWA-victim, the tenant's entire household, which includes the live-in aide, can be transferred.

Unreported Members

VAWA 2013 states that Management can evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence. However, if an individual who is a victim of domestic violence, has an unreported member residing in the their household and the individual is afraid of asking the unreported member to leave because of the individual's domestic violence experience, then terminating the individual's tenancy because of the unreported household member would be "premiered on an act of domestic violence." Therefore, depending on the situation, a tenant who violates program regulations by housing a person not authorized to reside in the unit could be covered by VAWA's anti-

discrimination provisions, and eligible for remedies provided under VAWA.

Invoking VAWA Protections More than Once

A tenant family may invoke VAWA protections on more than one occasion and cannot be subjected to additional conditions that adversely affect their tenancy because they have invoked VAWA protections. Families may be subject to abuse or violence on multiple occasions and it would be contrary to the intent of VAWA to say that the protections no longer apply after a certain point, even if violence or abuse continues, or the victim and the victim's family members are still in danger.

Presence of Actual and Imminent Threat

In cases where the presence of a perpetrator on the property will endanger others besides the persons in the unit in which the perpetrator resides, VAWA maintains that Management may evict or terminate assistance to the perpetrator if Management can demonstrate an actual and imminent threat to other tenants, or to employees of the property, or to persons providing services to the property, if the perpetrator is not evicted, or assistance is not terminated. However, Management will only take such actions when there are no other actions that could be taken to reduce or eliminate a potential threat.

Demonstrating Actual and Imminent Threat

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the O/A will document objective evidence of words, gestures, actions, or other indicators that indicate a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors the O/A will consider include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur, and
- The length of time before the potential harm would occur.

Reducing or Eliminating Actual and Imminent Threat

The O/A will consider the following actions to reduce or eliminate an actual and imminent threat:

- Barring the perpetrator from the property (where state and local laws permit);
- Changing the victim's locks (pursuant to the O/A's lock replacement policy and state and local laws);
- Installing basic security features (e.g., better lighting or an alarm);
- Encouraging the victim to seek an emergency transfer;
- Allowing an early lease termination;
- Allowing the victim to arrange for temporary absence from the assisted unit;
- Helping the victim access available services (e.g., providing information for a local victim service provider and civil legal assistance providers, to help the victim get any necessary court orders), and/or
- Working with police/victim service providers to develop a safety plan/plan of action for the property.

Protection against Adverse Factors of Abuse

VAWA prohibits O/As from denying admission to, denying assistance under, terminating participation in, or evicting a tenant based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant or tenant is or has been a victim of domestic

violence, dating violence, sexual assault, or stalking. An adverse factor refers to any factor that can be used as a basis for denying admission or assistance, terminating assistance or participation in a program, or evicting a tenant. However, if a denial or termination of assistance or eviction is required by a federal statute, based on a particular adverse factor, the O/A must comply with that statute, even if the adverse factor is a direct result of domestic violence, dating violence, sexual assault, or stalking. For example, if an applicant is subject to a lifetime registration requirement under a State sex offender registration program, the O/A must comply with section 578 of the Quality Housing and Work Responsibility Act of 1998 and deny the applicant admission, even if the sex offense(s) was (or were) a direct result of the fact that the applicant was a victim of domestic violence, dating violence, sexual assault, or stalking.

Examples of Adverse Actions

On the surface, adverse factors may appear unrelated to domestic violence, dating violence, sexual assault, or stalking and may present legitimate reasons for denial, termination, or eviction. However, the presence of an adverse factor may be due to an underlying experience of a VAWA-related crime. An adverse factor may be present during much of an abusive relationship, or it may present itself only when a victim is attempting to leave, or has left, the abusive relationship. Examples are provided in HUD's Notice 2017-05 to give O/As a sense of the many instances in which adverse factors might be the direct result of a VAWA-related crime.

Determining When Adverse Factors are a Direct Result of a VAWA-Related Crime

When an individual informs Management that s/he is a VAWA victim, they must provide enough information for the O/A to make a determination regarding the adverse factor s/he is claiming was a direct result of domestic violence, dating violence, sexual assault, or stalking. The O/A should then consider the individual's statement and any possible supporting documentation in determining if an adverse factor was a direct result of a VAWA crime. If further information is necessary, the O/A may request additional supporting documentation from the individual. However, any request for additional documentation must not require evidence of the crime or violate the confidentiality requirements of the VAWA Final Rule.

Documentation and Certification of VAWA-Related Crimes

The O/A will either ask individuals to provide documentation to certify that they are or have been a victim of a VAWA-related incident, or may choose to accept a verbal statement, based on individual circumstances, such as having previous knowledge of abuse where the O/A has encouraged the victim to request VAWA protections. If O/A requests documentation of a VAWA-related incident, the request must be in writing, and must give at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day the victim receives the request to provide the documentation. Management may, but does not have to, extend the deadline for the submission of documentation upon your request. If the victim fails or refuses to provide one of the documents listed below within the 14 business days, Management does not have to provide VAWA protections.

Documentation and Certification

If the O/A requests documentation to certify a VAWA-related incident, one of the following may be provided:

- A completed VAWA form HUD-5832 submitted by the victim or someone else on the victim's behalf ;
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the VAWA-related incident, such as police

- reports, protective orders, and restraining orders;
- A statement, which the victim must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom the victim sought assistance in addressing the VAWA-related crime, or the effects of abuse, and which the professional attests under penalty of perjury that they believe that a VAWA-related incident(s) is grounds for protection.
 - A statement or other evidence, such as photographs of abuse, provided by the applicant/tenant.

Contents of O/A’s Written Request

The request from Management must:

- Explain the timeframe for responding to the O/A’s written request for documentation;
- Describe the confidentiality protections under VAWA;
- Require that the victim or someone filling out the form on the victim’s behalf must answer 10 numbered questions and provide a brief description of the incident(s);
- Clarify that the name of the accused perpetrator does not have to be provided if it is unknown to the victim or it cannot be provided safely;
- Clarify that the date and time of incident should be completed only if known by the victim;
- Require the victim or someone filling out the form on the victim’s behalf, to certify to the truth and accuracy of the information being provided, and explain that false information could be the basis for denial of admission, termination of assistance, or eviction.

Conflicting Evidence

If Management receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Management has the right to request that the victim provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If the victim fails or refuses to provide third-party documentation where there is conflicting evidence, Management will not provide the protections.

Lease Bifurcation as an Option

Management may divide or bifurcate a tenant’s lease, i.e. remove a perpetrator from the lease, without regard to whether the perpetrator is a signatory to the lease, and without evicting, removing, terminating assistance to, or otherwise penalizing the victim who is also a tenant or lawful occupant. In removing the perpetrator from the unit who has engaged in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual, Management will follow Federal, State, and local eviction procedures. If the O/A cannot reach a mutual agreement with the perpetrator to leave the unit, or if it is not safe to attempt an agreement, the O/A will seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void, and the O/A will then execute a new lease with the victim.

Certification of Incidence of Violence

In order to divide or bifurcate a lease, Management may, but is not required to, ask for

documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking. Management has chosen to ask for documentation or certification of the VAWA-related incident.

Evicting the Perpetrator from the Unit

When the O/A begins the process of evicting the perpetrator, the victim may want to temporarily move out of the unit for her/his safety. If the victim wants to retain the unit, the O/A will bifurcate the lease by evicting the perpetrator and allowing the victim to remain on the lease. Once the perpetrator is out of the unit, the O/A will conduct an Interim Recertification to determine the new rent computation for the victim and other family members.

Time Frame for Perpetrator to Leave the Unit

The O/A will provide the perpetrator with a 30-day Notice of Termination. If the perpetrator requests a hearing, the O/A will conduct an expedited hearing within no more than 10 days following the effective date of the notice.

The perpetrator will be given the right to examine the O/A's documentation relevant to the eviction. This means the perpetrator has a right to examine the relevant documentation the victim provided, claiming VAWA protections. This documentation is required for use in an eviction proceeding or hearing regarding termination of assistance from the covered housing program. To protect the victim's safety, any information that would reveal the location of the victim, or the location of any services that the victim is receiving will be maintained confidentially

Time Frame for Remaining Members to Establish Eligibility

If Management chooses to remove the perpetrator, Management will not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted perpetrator was the sole tenant to have established eligibility for assistance under the program, Management will allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing. Management will provide to any remaining tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

- Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or
- Establish eligibility under another covered housing program; or
- Find alternative housing.

90-Calendar-Day Period

The 90-calendar-day period will not be available to remaining household members if the statutory requirements for the housing program prohibit it. The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations. Management may extend the 90-calendar-day period up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements or unless the time period would extend beyond expiration of the lease. Tenant rent payments must be modified for the remaining family members during the 90- calendar day time-period. The O/A will perform an IR for the remaining family members at the same time the lease bifurcation is done. If the remaining family member is not able to establish eligibility, the household is not eligible to receive subsidy, and must pay market rent for the duration of the 90-calendar-day period or move-out, whichever comes first. In addition, it may be necessary to transfer the existing

household to an appropriate unit size in accordance with the lease.

Allowing the Perpetrator to Rejoin the Household

If, at some point, a victim requests the O/A to move the perpetrator back into the unit, Management will deny such a request, and will recommend that the victim consider moving into other housing if family reunification is desired.

III. Qualifying for Emergency Transfers

Need for Resident Request

This plan is based on form HUD-5381, *HUD's Model Emergency Transfer Plan*, FR-5720-F-03, Violence Against Women Reauthorization Act of 2013: Final rule, November 16, 2016, and Notice H2017-05. Upon a tenant's request, the O/A will permit a tenant to move to another unit, subject to the availability of other units, and still keep their assistance. Except in extreme cases where an individual's health or safety is at risk, at which point Management will allow a verbal request, Management will ask the tenant to provide documentation requesting the move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. Management will ask the tenant to submit a written request of self-certification, or fill out HUD's VAWA form HUD-5383, where the tenant certifies that they meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Who is Eligible for Emergency Transfers

In order to qualify for an emergency transfer under VAWA, a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking must reasonably believe there is a threat of imminent harm from further violence. It does not matter when an initial act occurred if the current belief of a threat of imminent harm is reasonable, or, in cases of sexual assault, the assault occurred on the premises during the 90-calendar-day period preceding the transfer request. See *Emergency Transfers for Sexual Assault* below for further clarification.

Victims Not Limited to Women

Notwithstanding the title of the statute, protections are not limited to women, but cover victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. Consistent with nondiscrimination requirements, victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

Working with LGBT Victims

HUD emphasizes that housing providers must provide LGBT VAWA-victims with the protections and remedies that VAWA directs be provided to all tenants and applicants.

Emergency Transfers for Sexual Assault

Under VAWA, victims of sexual assault qualify for an emergency transfer if they either reasonably believe there is threat of imminent harm from further violence if they remain in their dwelling unit, or, the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer. If a victim was attacked by a perpetrator on the grounds of the covered housing provider, but was dragged from the property and sexually assaulted elsewhere, this is considered as meeting the VAWA requirements for a sexual assault occurring on the premises. HUD finds that this situation would meet the requirement because the start of the assault occurred on the premises. These provisions are the minimum requirements to be met, but a provider may allow more time, considering that certain victims of sexual assault may fear disclosure.

Occupancy Eligibility Requirements May Not be Superseded

Emergency transfer obligations do not supersede any eligibility or other occupancy requirements that may apply under this housing program. For example, the tenancy priority for an available accessible unit required to be accessible under HUD's Section 504 regulation must still be applied to maximize the utilization of accessible units by individuals who need the accessibility features. The objective of the emergency transfer plan is to develop a plan for how to fill an available unit and still recognize the need to transfer an individual who qualifies for an emergency transfer as quickly as possible while meeting other obligations and balancing competing needs. Management will accept emergency transfers from different housing providers, as long as all program requirements that affect the transfer are followed.

Accessible Units

HUD's Section 504 regulations describe the process by which accessible units must be occupied. In order to maximize the utilization of such units by eligible individuals who require the accessibility features of the particular unit, the Management will first offer such a unit to a current occupant of the property who needs the accessibility features of the vacant unit, and then to an eligible qualified individual on the waiting list needing such features. After this, Management may then offer the unit to individuals without disabilities, including individuals who need an emergency transfer under VAWA.

Timeframe for Establishing Eligibility for Emergency Transfers

HUD has **not** set a time period for victims seeking emergency transfers to establish eligibility for other programs. In the case of bifurcation, a time period applies so that tenants may be protected from immediate eviction when a perpetrator leaves a unit. In the case of tenants requesting emergency transfers, the tenant is not facing eviction, and although it may be unsafe for tenants to remain in their units, emergency transfers are subject to whether there is a safe and available unit to which the tenant may transfer.

Physical Condition Standards for Safe Units

What is considered a safe dwelling unit should be primarily determined by the VAWA victim who is requesting the transfer, based on the tenant's personal knowledge and reasonable belief about what is safe. Program regulations and policies for physical condition standards will apply for emergency transfers in the same manner that they apply to other housing. What is a safe distance from a perpetrator is a factor that housing providers and victims may consider. HUD has not provided a specific definition of the term "safe" that would exclude certain units, such as those within the same property, or include other units, such as those at different properties.

IV. Management's Policies & Procedures for Emergency Transfers

Types of Transfers – Internal and External

Management will assist tenants in making an emergency relocation to another unit by either making an internal emergency transfer, where the tenant would **not** be a new applicant, or by assisting the tenant in making an external emergency relocation to a unit where the tenant would have to undergo an application process to reside in the new unit. See the definitions of these two types of transfers in Section VII of this plan.

Internal Emergency Transfers

Management will allow tenants to make an internal emergency transfer when a safe vacant unit is immediately available for move-in within a reasonable period of time. This is a unit within the property where the tenant could reside without having to undergo an application process, and where the tenant meets the eligibility requirements of the unit and the HUD program for the property. If there is not a safe vacant unit immediately available, Management will offer to put the victim on the property's internal transfer waiting list as a priority, and will also explain the external emergency transfer options available at the property. For more information, see below and in Section V, *Execution of Emergency Transfer Plan*.

NOTE: The VAWA Final Rule defines the word "*safe*" as "*what the victim believes is safe.*" Management will engage the victim in a conversation regarding what s/he considers safe or what factors the victim considers unsafe. In addition, "*unit is immediately available*" is not defined by the rule, but Management has chosen to define it as a "*vacant unit, ready for move-in within a reasonable period of time,*" which Management defines as "*a length of time that is fairly necessary and convenient to make a vacant unit ready for occupancy.*"

External Emergency Transfers

When a tenant requests a transfer to another property or to a housing unit that is not under Management's control and where an application would be required, Management will first give the victim the names, addresses, and phone numbers of domestic advocacy organizations that stand ready to assist VAWA victims on an emergency basis to help them. In addition, Management will assist the tenant in finding alternative housing by providing the victim with a list of other HUD-assisted housing providers in the same jurisdiction that have offered their availability to assist VAWA victims, and have adopted preferences for VAWA victims to be placed at the top of their Waiting Lists. Once the tenant has chosen a property for a potential emergency transfer, Management will assist in the transfer as described in

Management's Relationship with Other Providers for External Emergency Transfers, on the next page.

Management's Priority Waiting List for Internal Emergency Transfers

Management is not required to establish an internal transfer priority waiting list, but has chosen to do so.

Priority Waiting List for Internal Emergency Transfers

Management will give priority to tenants who qualify for an internal emergency transfer under VAWA in relation to other categories of individuals seeking transfers or placement on waiting lists. Except in extreme cases where the victim's safety is at risk and a verbal statement is allowable, the documentation for a tenant to submit in order to be placed on the Emergency Transfer Waiting List is the written emergency transfer request, VAWA form HUD-5383, where the tenant self-certifies to meeting the requirements for an emergency transfer under VAWA. If a tenant provides self-certification, and Management has another safe and available unit for which the victim qualifies, Management will allow the tenant to transfer immediately. If Management does not have a safe unit immediately available for an internal emergency transfer, the victim will be placed on the Emergency Transfer Waiting List. In addition, Management will take steps to reduce the threat of further violence against the victim by offering to change the victim's locks (pursuant to state and local laws); installing better lighting around the perimeter of the building, and reminding the victim that s/he is allowed temporary absence from the unit in accordance with the O/A's policies.

Management's Relationship with Other Providers for External Emergency Transfers

If Management has no safe and available units for which a tenant who needs an emergency transfer is eligible, Management may, but is not required to, assist the tenant in finding alternative housing by providing the victim with a list of other HUD-assisted housing providers in the same jurisdiction who may have offered their availability to assist VAWA victims.

Seeking Internal and External Emergency Transfers Concurrently

VAWA specifies that tenants must be able to seek an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available, so that the tenant has a greater opportunity to move to a safe unit as quickly as possible. If a tenant is not able to immediately relocate to a safe unit within the property, Management will place the tenant on its Emergency Transfer Waiting List. Simultaneously Management will provide the tenant with resources to seek an external emergency transfer to a unit that may be under a different provider or program.

Management's VAWA Preferences for Admissions

Management has adopted an admissions preference for VAWA victims seeking a move into this property. This VAWA preference will be given priority over any other preference that Management may have established, as stated in the property's Resident Selection Plan. Management has developed a network with other HUD-assisted housing providers in the area who have established a like commitment to aiding VAWA victims, and who have elected to give preference to VAWA victims at their properties. Management will administer this preference in order of when the property is approached by a victim on their own, or by a victim who is being helped by another assisted property or other partner/advocate.

Properties that Include Tenant-Based Rental Assistance

This property includes tenants who hold Housing Choice Vouchers (HCV), which is a tenant-

based rental-housing program administered through a local Public Housing Authority (PHA). Management is committed to helping any tenant-based recipient of HUD assistance who wishes to make an internal or external emergency transfer, or have their lease bifurcated, in the same manner as they would help any other tenant in the property. With regard to carrying out a transfer for an HCV participant, the transfer would follow current PHA policies regarding transfers. Pursuant to existing regulations, the PHA must allow the family in the tenant-based voucher program to move with continued tenant-based assistance (24 CFR 982.354(b)(4), 982.353(b)). The PHA must issue the victim a voucher allowing the victim to search for another unit in its jurisdiction, or begin the portability process if the victim wishes to move outside of the PHA's jurisdiction.

V. Execution of Emergency Transfer Plan

Emergency Transfer Request Documentation

A tenant who is a victim of a VAWA crime is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. Upon a tenant's request, Management will permit a tenant to move to another unit and still keep their assistance, subject to the availability of another unit.

Written Request

Management requires written requests for transfers, both internal and external, except in extreme circumstances where an individual's health or safety are at risk, at which point Management will allow a verbal request. The request must ask for the move because of an incidence of domestic violence, dating violence, sexual assault, or stalking, where the individual has a reasonable belief that they are threatened with imminent harm from further violence without a transfer. The tenant has the option to fill out the model Emergency Transfer Request form, HUD-5383 (see more information on this form in Section II of this plan), or a self-certification where the tenant documents that they meet the criteria for an emergency transfer under VAWA. Such certification must state that the information in the request is accurate, and that submission of false information could jeopardize program eligibility and be the basis for denial of admission, termination of assistance, or eviction.

Third-Party Documentation

Third-party documentation is **not** required in order for a tenant to be eligible for an emergency transfer. If, however, the tenant happens to have third-party documentation that demonstrates why they are eligible for an emergency transfer, they should submit that documentation to Management if it is safe to do so. Examples of third party documentation include, but are not limited to:

- A letter or other documentation from a victim service provider, social worker, attorney or other legal assistance provider, pastoral counselor, mental health provider, medical professional, or other professional from whom the tenant has sought assistance;
- A current restraining order;
- A recent court order or other court records;
- A record of a Federal, State, tribal, territorial, or local law enforcement report or records;

- A record of an administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, etc;
- Communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts;
- Any other statement or evidence that Management has agreed to accept.

Conflicting Evidence

If Management receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Management has the right to request that the tenant provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If the tenant fails or refuses to provide third-party documentation where there is conflicting evidence, Management does not have to provide the tenant with VAWA protections.

Timing and Availability

Management cannot guarantee that a transfer request will be approved, or how long it will take to process a transfer request. Management will act, however, as quickly as possible to move a VAWA-victim to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred.

Timeframe for Processing Emergency Transfers

Management will process emergency transfer requests as quickly as possible to protect the health and safety of those requesting the transfers. The requirement to transfer victims does not end at a specific time, but remains until the victim informs the housing provider that they no longer seek the transfer, or the victim no longer receives assistance under a covered housing program.

Status Updates

Management will give tenants a status update of their request if the emergency transfer cannot be provided immediately. However, HUD does not mandate specific time periods for responding to emergency transfer requests. Also, housing providers are not required to show tenants requesting an emergency transfer an available unit that is a specific distance away from the current unit, as closer available units may be safe and desirable to the tenant requesting the transfer.

Safety and Security of Victims/Tenants

Management is unable to guarantee the safety of a specific unit or property. Although Management may believe that a unit or property is safe, Management will never force VAWA-victims to transfer to a site where the victim does not feel safe.

Bearing the Costs of Transfers

For HUD programs that have existing guidance related to paying costs of transfers, housing providers should follow that guidance and may follow any existing transfer policies and procedures they have. Management is **not required** to bear moving costs that tenants and their household members generally pay to physically move households and their belongings.

However, HUD understands that moving costs may be prohibitive for some VAWA victims, and encourages housing providers to bear the costs of any transfer where permissible, or to work with victims to identify possibilities for funding transfers. The U.S. Department of Justice (DOJ) administers programs that provide funding for victims covered by VAWA, and the Victims Crime Fund could be used to pay for relocation expenses of these victims, or to provide other sources of support, which could free up funding to pay for moving costs. Local victim service providers may also be able to provide help with funding transfers. The O/A is committed to helping residents seeking internal emergency transfers, and if no additional assistance is available, will consider on a case-by-case basis, supportive services such as limited help from maintenance employees of the property.

Keeping Records

Management will keep a confidential record of all emergency transfers requested, and the outcomes of such requests, and retain these records for a period of three years. This record will be available for HUD or CA review upon request.

VI. Partnerships with Other Agencies

Consulting with State and Local Experts

HUD does not mandate consultation of state and local victim advocacy experts when assisting tenants in making emergency transfers, but strongly encourages O/As to reach out to organizations that assist or provide resources to victims of VAWA crimes. HUD stresses the importance of becoming familiar and establishing relationships with domestic advocacy organizations, faith-based organizations, State and local government entities, and other housing providers, whether providing private market units or HUD-assisted, to establish a network of support which can be used to help a victim who needs to move quickly. Management is very committed to establishing a network of support, and will conduct outreach activities with local organizations that assist or provide resources to victims.

Consulting with Other Housing Providers

HUD recognizes the challenges of finding available units in its housing programs. However, HUD encourages emergency transfer plans that are in collaboration with other public and private organizations that are dedicated to helping victims of VAWA violence. Management is very committed to working with HUD to develop a list of other HUD housing in this jurisdiction that may be able to assist in emergency transfers.

Accepting Emergency Transfers from Other Housing Providers

Management will accept emergency transfers from other housing providers, including transfers from other HUD-covered programs, as long as program eligibility requirements are met. However, where there may be a conflict between Management's own tenant needing an emergency transfer, and a tenant of another housing provider needing an emergency transfer, Management's first obligation will be to its own tenants.

Approval and Timing of Transfers

This Emergency Transfer Plan states that Management cannot guarantee that a transfer request will be approved, or how long it will take to process. The expectation is that Management will address every emergency transfer request as an emergency, and move as quickly as possible to place the victim of domestic violence in a safe unit, either one that is in Management's control, or one that is made available by Management's network of support, as outlined in Attachment A at the end of this plan.

Identifying an Available Unit

Management cannot guarantee safety, but will do its best to identify an available unit that the victim considers safe. The statute defines a safe unit for emergency transfer purposes as one that the VAWA victim believes is safe. Emergency homeless shelters may provide immediate accommodation but are not long-term alternatives for re-housing anyone who needs housing. The requirement to transfer victims does not end at a specific time, but remains until the victim informs the housing provider that the victim no longer seeks the transfer, or the victim no longer receives housing or housing assistance through a covered housing program.

Consulting with Organizations that Assist Survivors of Violence

VAWA has expressed that housing providers should establish relationships with organizations that assist survivors of VAWA-crimes, particularly those that offer help in locating safe housing for victims. These organizations can be a valuable resource in helping victims. HUD will provide assistance to help housing providers identify HUD housing providers located in the same jurisdiction that may be able to assist one another in helping, even on a temporary basis, a victim who has been residing in or occupying housing covered by this rule. Management is very committed to partnering with domestic violence victim advocates, legal aid services, and law enforcement agencies to further VAWA protections. If a significant need is established at the property of consistent VAWA-related crimes occurring at the property, Management will seek out professional victim advocates to speak to residents and employees in a group setting. Such meetings will be advertised with posters in public spaces such as the lobby, elevators, community room, etc., and/or with distribution of pamphlets or letters to the resident population.

VII. VAWA Definitions

The following VAWA definitions are taken from 24 CFR 5.2003 and FR-5720-F-03, Violence Against Women Reauthorization Act of 2013: Final rule, November 16, 2016.

Actual and Imminent Threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated Individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Under VAWA 2013 a tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to VAWA crimes if that tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking. HUD's inclusion of affiliated individual is to add a further protection for tenants by providing that a VAWA crime committed against an affiliated individual, an individual without VAWA protections, is not a basis for denying or terminating assistance to the tenant. VAWA 2013 provides that the term includes any *individual living in the household of the*

person who is eligible for VAWA protections. This definition does not refer to the tenant who requests or is eligible for VAWA protections, but rather, to a person who has a certain relationship to a tenant who is eligible for VAWA protections and remedies.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Covered Housing Program consists of the following HUD programs:

- (1) Section 202 Supportive Housing for the Elderly (12 U.S.C. 1701q), with implementing regulations at 24 CFR part 891.
- (2) Section 811 Supportive Housing for Persons with Disabilities (42 U.S.C. 8013), with implementing regulations at 24 CFR part 891.
- (3) Housing Opportunities for Persons with AIDS (HOPWA) program (42 U.S.C. 12901 *et seq.*), with implementing regulations at 24 CFR part 574.
- (4) HOME Investment Partnerships (HOME) program (42 U.S.C. 12741 *et seq.*), with implementing regulations at 24 CFR part 92.
- (5) Homeless programs under title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360 *et seq.*), including the Emergency Solutions Grants program (with implementing regulations at 24 CFR part 576), the Continuum of Care program (with implementing regulations at 24 CFR part 578), and the Rural Housing Stability Assistance program (with regulations forthcoming).
- (6) Multifamily rental housing under section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)) with a below-market interest rate (BMIR) pursuant to section 221(d)(5), with implementing regulations at 24 CFR part 221.
- (7) Multifamily rental housing under section 236 of the National Housing Act (12 U.S.C. 1715z-1), with implementing regulations at 24 CFR part 236.
- (8) HUD programs assisted under the United States Housing Act of 1937 (42 U.S.C. 1437 *et seq.*); specifically, public housing under section 6 of the 1937 Act (42 U.S.C. 1437d) (with regulations at 24 CFR Chapter IX), tenant-based and project-based rental assistance under section 8 of the 1937 Act (42 U.S.C. 1437f) (with regulations at 24 CFR chapters VIII and IX), and the Section 8 Moderate Rehabilitation Single Room Occupancy (with implementing regulations at 24 CFR part 882, subpart H).
- (9) The Housing Trust Fund (12 U.S.C. 4568) (with implementing regulations at 24 CFR part 93).

Covered Housing Provider refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider as set forth in part 5, subpart L. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity.

VAWA 2013 clarifies who is the covered housing provider for HUD's multifamily Section 8 project-based programs and the Section 202 and Section 811 programs, by providing that the covered housing provider is the owner for the Section 8 Housing Assistance Payments Programs for New Construction, for Section 515 Rural Rental Housing Projects, and for Special Allocations, as well as for the Section 202 and Section 811 programs, and that PHAs and owners each have certain responsibilities as covered housing providers for the Section 8 Moderate Rehabilitation Program, and the Section 8 State Housing Agencies Program for State Housing Agencies.

Where housing is covered under multiple HUD programs, such as under the HOME and Section 8 Project-Based programs, the responsible housing provider under each program will provide the required notice of occupancy rights and certification form, and tenants may request emergency transfers or lease bifurcations under either program. Where there is a conflict between different program regulations, § 5.2001(b)(2) of HUD's VAWA regulation applies. This paragraph states that, where assistance is provided under more than one covered housing program and the VAWA protections or remedies under those programs conflict, the individual seeking the VAWA protections or remedies may choose to use the protections or remedies under any or all of those programs, as long as the protections or remedies would be feasible and permissible under each of the program statutes.

Dating Violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

External Emergency Transfer means an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.

Internal Emergency Transfer means an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.

Intimate Partner – see *definition of Spouse*

Lawful Occupant and Tenant is not defined by VAWA 2013. Generally, while the term “lawful occupant” as defined by state law would be applicable in determining whether or not someone would be an affiliated individual, it would not be for lease bifurcations. The term “lawful occupant” for lease bifurcations would be whether or not the person is a lawful occupant (beneficiary or tenant, or recognized member of the household) per the program regulations of the specific HUD program. Therefore, while someone may be a “lawful occupant” under state law, if they are not on the lease or receiving assistance under the HUD program regulations they are not eligible for lease bifurcation.

Safe Unit means a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

Sexual Assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Spouse or Intimate Partner of a Victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person’s individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

Tenant – see *definition of Lawful Occupant*

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e *et seq.*).

Victim means a tenant or an applicant who is a victim of domestic violence, dating violence, sexual assault, or stalking regardless of whether the act was perpetrated by a tenant living on the property, or whether the act occurred on the property grounds, or, in cases of sexual assault or stalking, whether the tenant knows the perpetrator.

Attachment A:

Local Organizations and Housing Providers Offering Assistance to VAWA Victims

Local Help Organizations:

National Domestic Violence Hotline

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at

1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY); **OR**, you may

contact the local Domestic Violence Center at: Community Overcoming Relationship Abuse (CORA) Phone Number: 650/652-0800. Address: 2211 Palm Ave. San Mateo CA 94403.

National Center for Victims of Crime’s Stalking Resource Center

For tenants who are victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at: <https://www.victimsofcrime.org/our-programs/stalking-resource-center>; **OR**, victims of stalking seeking local help may contact the following Help Organization San Mateo County Victim Assistance Center Phone Number: 650/877-5494. Address: 1024 Mission Road, So. San Francisco CA 94080.

Rape, Abuse & Incest National Network’s National Sexual Assault Hotline

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at: <https://ohl.rainn.org/online/>; **OR**, you may contact the local Sexual Assault Help Organization at: Rape Trauma Services. Phone Number 650/652-0598. Address: 1860 El Camino Real, Burlingame CA 94010.

Local Housing Providers:

Properties in the Local Jurisdiction

Tenants looking for an Emergency Transfer to another property in this local jurisdiction can receive help at any one of the following properties who gives preference to VAWA Victims:

- Lesley Senior Communities, 701 Arnold Way, Half Moon Bay CA 94019. Phone: 650/726-2741
- Lesley Towers, LLC, 700 Laurel Ave, San Mateo CA 94401. Phone: 650/342-2051
- Ocean View Plaza, 1001 Main St., Half Moon Bay CA 94019. Phone: 650/726-4888
- Lesley Plaza, 120 No. San Mateo Drive, San Mateo, CA 94401. Phone: 650-342-2051

Attachment B: VAWA Protections

24 CFR 5.2005

(a) Notification of Occupancy Rights under VAWA and Certification Form

- (1) A covered housing provider must provide to each of its applicants and to each of its tenants the notice of occupancy rights and the certification form as described in this section:
 - (i) A “Notice of Occupancy Rights under the Violence Against Women Act,” as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections under this subpart, including the right to confidentiality, and any limitations on those protections; and
 - (ii) A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:
 - (A) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;
 - (B) States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under this subpart meets the applicable definition for such incident under § 5.2003; and
 - (C) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.
- (2) The notice required by paragraph (a)(1)(i) of this section and certification form required by paragraph (a)(1)(ii) of this section must be provided to an applicant or tenant no later than at each of the following times:
 - (i) At the time the applicant is denied assistance or admission under a covered housing program;
 - (ii) At the time the individual is provided assistance or admission under the covered housing program;
 - (iii) With any notification of eviction or notification of termination of assistance; and
 - (iv) During the 12-month period following *December 16, 2016*, either during the annual recertification or lease renewal process, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.
- (3) The notice required by paragraph (a)(1)(i) of this section and the certification form required by paragraph (a)(1)(ii) of this section must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the **Federal Register** on August 16, 2000.
- (4) For the Housing Choice Voucher program under 24 CFR part 982, the project-based voucher program under 24 CFR part 983, the public housing admission and occupancy requirements under 24 CFR part 960, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, as well as project-based section 8 provided in connection with housing under part 891, the HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, sexual assault, or stalking, as provided in this subpart.

(b) Prohibited Basis for Denial or Termination of Assistance or Eviction

- (1) *General.* An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
- (2) *Termination on the basis of criminal activity.* A tenant in a covered housing program 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.

(c) Construction of Lease Terms and Terms of Assistance

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- (1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or
- (2) Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

(d) Limitations of VAWA Protections

- (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:
 - (i) 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
 - (ii) The distribution or possession of property among members of a household.
- (2) Nothing in this section limits any available authority of a covered housing provider 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, the covered housing provider 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 covered housing provider to terminate assistance to or evict a tenant under a covered housing program if the covered housing provider can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the covered housing provider would be present if that tenant or 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 § 5.2003.
- (4) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section should be utilized by a covered housing provider 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.

(e) Emergency Transfer Plan

Each covered housing provider, as identified in the program-specific regulations for the covered housing program, shall adopt an emergency transfer plan, no later than June 14, 2017 based on HUD’s model emergency transfer plan, in accordance with the following:

- (1) For purposes of this section, the following definitions apply:
 - (i) *Internal emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
 - (ii) *External emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.

- (iii) *Safe unit* refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.
- (2) The emergency transfer plan must provide that a tenant receiving rental assistance through, or residing in a unit subsidized under, a covered housing program who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer if:
 - (i) The tenant expressly requests the transfer; and
 - (ii) (A) The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
 - (B) In the case of a tenant who is a victim of sexual assault, either the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that 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.
- (3) The emergency transfer plan must detail the measure of any priority given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of tenants seeking transfers and individuals seeking placement on waiting lists.
- (4) The emergency transfer plan must incorporate strict confidentiality measures to ensure that the covered housing provider does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.
- (5) The emergency transfer plan must allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.
- (6) The emergency transfer plan must describe policies for assisting a tenant in making an internal emergency transfer under VAWA when a safe unit is not immediately available, and these policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests.
- (7) The emergency transfer plan must describe reasonable efforts the covered housing provider will take to assist a tenant who wishes to make an external emergency transfer when a safe unit is not immediately available. The plan must include policies for assisting a tenant who is seeking an external emergency transfer under VAWA out of the covered housing provider's program or project, and a tenant who is seeking an external emergency transfer under VAWA into the covered housing provider's program or project. These policies may include:
 - (i) Arrangements, including memoranda of understanding, with other covered housing providers to facilitate moves; and
 - (ii) Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, or stalking.
- (8) Nothing may preclude a tenant from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.
- (9) Where applicable, the emergency transfer plan must describe policies for a tenant who has tenant-based rental assistance and who meets the requirements of paragraph (e)(2) of this section to move quickly with that assistance.
- (10) The emergency transfer plan may require documentation from a tenant seeking an emergency transfer, provided that:
 - (i) The tenant's submission of a written request to the covered housing provider, where the tenant certifies that they meet the criteria in paragraph e)(2)(ii) of this section, shall be sufficient documentation of the requirements in paragraph (e)(2) of this section;
 - (ii) The covered housing provider may, at its discretion, ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking, in accordance with § 5.2007, for which the individual is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence; and
 - (iii) No other documentation is required to qualify the tenant for an emergency transfer.

- (11)The covered housing provider must make its emergency transfer plan available upon request and, when feasible, must make its plan publicly available.
- (12)The covered housing provider must keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. Requests and outcomes of such requests must be reported to HUD annually.
- (13)Nothing in this paragraph (e) may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.

Attachment C:

Documenting the Occurrence of VAWA-Related Crimes

24 CFR 5.2007

(a) Request for Documentation

- (1) Under a covered housing program, if an applicant or tenant represents to the covered housing provider that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under § 5.2005, or remedies under § 5.2009, the covered housing provider may request, in writing, that the applicant or tenant submit to the covered housing provider the documentation specified in paragraph (b)(1) of this section.
- (2) (i) If an applicant or tenant does not provide the documentation requested under paragraph (a)(1) of this section within 14 business days after the date that the tenant receives a request in writing for such documentation from the covered housing provider, nothing in § 5.2005 or § 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the covered housing provider to:
 - (A) Deny admission by the applicant or tenant to the covered housing program;
 - (B) Deny assistance under the covered housing program to the applicant or tenant;
 - (C) Terminate the participation of the tenant in the covered housing program;
or
 - (D) Evict the tenant, or a lawful occupant that commits a violation of a lease.
- (ii) A covered housing provider may, at its discretion, extend the 14-business day deadline under paragraph (a)(2)(i) of this section.

(b) Permissible Documentation and Submission Requirements

- (1) In response to a written request to the applicant or tenant from the covered housing provider, as provided in paragraph (a) of this section, the applicant or tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, any one of the following forms of documentation, where it is at the discretion of the tenant or applicant which one of the following forms of documentation to submit:
 - (i) The certification form described in § 5.2005(a)(1)(ii); or
 - (ii) A document:

- (A) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a 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;
 - (B) Signed by the applicant or tenant; 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 subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under § 5.2003; 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 a covered housing provider, a statement or other evidence provided by the applicant or tenant.
- (2) If a covered housing provider receives documentation under paragraph (b)(1) of this section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the covered housing provider may require an applicant or tenant to submit third-party documentation, as described in paragraphs (b)(1)(ii), (b)(1)(iii), or (b)(1)(iv) of this section, within 30 calendar days of the date of the request for the third-party documentation.
 - (3) Nothing in this paragraph (b) shall be construed to require a covered housing provider to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

(c) Confidentiality

Any information submitted to a covered housing provider 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 the covered housing provider.

- (1) The covered housing provider shall not allow any individual administering assistance on behalf of the covered housing provider or any persons within their employ (*e.g.*, contractors) or in the employ of the covered housing provider 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 this information under applicable Federal, State, or local law.
- (2) The covered housing provider shall not enter confidential information described in paragraph (c) of this section 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 from the covered program; or
 - (iii) Otherwise required by applicable law.

(d) A covered housing provider's compliance

A covered housing provider's compliance with the protections of §§ 5.2005 and 5.2009 based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the covered housing provider. However, nothing in this paragraph (d) of this section shall be construed to limit the liability of a covered housing provider for failure to comply with §§ 5.2005 and 5.2009.

Attachment D:

Remedies Available to VAWA Victims

24 CFR 5.2009

(a) Lease Bifurcation

- (1) A covered housing provider may in accordance with paragraph (a)(2) 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 paragraph (a)(1) of 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 and in accordance with any requirements under the relevant covered housing program.

(b) Time Frame for Establishing Eligibility

VAWA victims must be given a reasonable time to establish eligibility for assistance or find alternative housing following bifurcation of a lease.

(1) Applicability

The reasonable time to establish eligibility under a covered housing program or find alternative housing is specified in paragraph (b) of this section, or alternatively in the program-specific regulations governing the applicable covered housing program. Some covered housing programs may provide different time frames than are specified in this paragraph (b), and in such cases, the program-specific regulations govern.

(2) Reasonable Time to Establish Eligibility Assistance or Find Alternative Housing

- (i) If a covered housing provider exercises the option to bifurcate a lease as provided in paragraph (a) of this section, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under the covered housing program, the covered housing provider shall provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:
 - (A) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or

- (B) Establish eligibility under another covered housing program; or
 - (C) Find alternative housing.
- (ii) The 90-calendar-day period provided by paragraph (b)(2) of this section will not be available to a remaining household member if the statutory requirements for the covered housing program prohibit it. The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations. The 90-calendar-day period is the total period provided to a remaining tenant to establish eligibility under the three options provided in paragraphs (b)(2)(i)(A), (B), and (C) of this section.
 - (iii) The covered housing provider may extend the 90-calendar-day period in paragraph (b)(2) of this section up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the covered program or unless the time period would extend beyond expiration of the lease.

(c) Efforts to Promote Housing Stability for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Covered housing providers are encouraged to undertake whatever actions permissible and feasible under their respective programs to assist individuals residing in their units who are victims of domestic violence, dating violence, sexual assault, or stalking to remain in their units or other units under the covered housing program or other covered housing providers, and for the covered housing provider to bear the costs of any transfer, where permissible.

Attachment E

HUD's VAWA Forms

Forms to be provided to applicants and new residents:

- **Form HUD-5380, *Notice of Occupancy Rights under the Violence Against Women Act***
- **Form HUD-5381, *Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking***
- **Form HUD-5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation***
- **Form HUD-5383, *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking***