

**LENOIR HOUSING AUTHORITY**

Lenoir, North Carolina

**VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT  
(VAWA) OF 2013 POLICY**

**Adopted by PHA Board of Commissioners**

**Resolution No.:** \_\_\_\_\_

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Authorized Use by the Lenoir Housing Authority

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## **VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT 2013 (VAWA) POLICY**

### **INTRODUCTION**

The Violence Against Women Reauthorization Act of 2013 (VAWA) protects applicants, residents, participants and affiliated individuals who are victims of domestic violence, dating violence, sexual assault, and stalking (collectively VAWA crimes) from being denied housing assistance, evicted or terminated from housing assistance based on acts of such violence.

VAWA expands remedies for victims of VAWA crimes by requiring housing agencies (HAs) to have an emergency transfer plan and permit for bifurcation of a lease. This will allow reasonable time for tenants to establish eligibility for assistance under a VAWA-covered program or to find new housing when an assisted household must be divided as a result of the violence or abuse covered by VAWA.

This Policy is required by the Violence Against Women Reauthorization Act of 2013 and contains all the mandatory protections and remedies afforded to applicants, residents, participants, and affiliated individuals who are victims of domestic violence, dating violence, sexual assault, and stalking.

For the purposes of the Violence Against Women Reauthorization Act 2013 Policy, the term "tenant" shall refer 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, unless otherwise provided by program regulations, and cannot invoke VAWA protections.

### **OBJECTIVES**

The Lenoir Housing Authority (hereinafter referred to as PHA), in an effort to maintain a safe environment for applicants, tenants, PHA employees, PHA contractors, and others who may be affected by a VAWA crime, shall establish policies and procedures to implement the provisions of the Violence Against Women Reauthorization Act of 2013 in compliance with Fair Housing Act and Equal Opportunities (FHEO), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act (ADA), HUD regulations/notices, the PHA Plan, the Admission to and Occupancy of Public Housing (ACOP), the Section 8 HCVP Administrative Plan, and State and local housing laws.

The PHA will maintain compliance with all applicable requirements of VAWA and assist in reducing domestic violence, dating violence, sexual assault, stalking, and homelessness by:

- Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault, or stalking;

- Creating and maintaining collaborative partnerships between the PHA, victim service providers, law enforcement authorities, and other supportive groups to promote the safety and well-being of victims of domestic violence, dating violence, sexual assault, or stalking (whether actual or imminent threat) who are assisted by the PHA;
- Protecting the physical safety of victims of domestic violence, dating violence, sexual assault, or stalking (whether actual or imminent threat) who are assisted by the PHA;
- Responding appropriately to incidents of domestic violence, dating violence, sexual assault, or stalking, affecting families or individuals assisted by the PHA.

## **APPLICABILITY**

The VAWA Policy shall be applicable to the following HUD programs (hereinafter referred to as covered housing programs):

- Section 202 Supportive Housing for the Elderly (12 U.S.C. 1701q), with implementing regulations at 24 CFR part 891.
- Section 811 Supportive Housing for Persons with Disabilities (42 U.S.C. 8013), with implementing regulations at 24 CFR part 891.
- Housing Opportunities for Persons with AIDS (HOPWA) program (42 U.S.C. 12901 et seq.), with implementing regulations at 24 CFR part 574.
- HOME Investment Partnerships (HOME) program (42 U.S.C. 12741 et seq.), with implementing regulations at 24 CFR part 92.
- 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).
- 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.
- 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.
- 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).

- The Housing Trust Fund (12 U.S.C. 4568) (with implementing regulations at 24 CFR part 93).

The regulations the 24 Code of Federal Regulations (CFR) Part 5, subpart L, are supplemented by the specific regulations for the HUD-covered housing programs. The program-specific regulations address how certain VAWA requirements are to be implemented and whether they can be implemented for the applicable covered housing program, given the statutory and regulatory framework for the program. When there is conflict between the regulations of 24 CFR Part 5, subpart L and the program-specific regulations, the program-specific regulations govern.

Where assistance is provided under more than one covered housing program and there is a conflict between VAWA protections or remedies under those programs, 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.

## **VAWA POLICY PROVISIONS**

### **A. VAWA Protections**

Only tenants who are assisted by the PHA can invoke the VAWA protections that apply solely to tenants. However, an individual is entitled to VAWA protections if the individual is an applicant for PHA housing assistance.

Nondiscrimination and Equal Opportunity Requirements: VAWA protections are not limited to women but apply to all victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity, or sexual orientation.

Consistent with the nondiscrimination and equal opportunities requirements, victims cannot be discriminated against on the basis of any protected class, including race, color, national origin, religion, sex, familial status, disability, or age.

Consistent with HUD's Equal Access Rule, HUD-assisted and HUD-insured housing are to be made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status.

VAWA protections also apply when the victim and perpetrator are of the same sex. VAWA protections are provided to victims regardless of citizenship or immigration eligibility.

Self-Petitioners: Section 214 of the Housing and Community Development Act of 1980 states that HUD may not allow financial assistance to ineligible non-citizens, but assistance must not be denied while verifying immigration status.

VAWA also provides protections for "self-petitioners" who are noncitizens and claim to be victims of "battery or extreme cruelty" by their spouse or parent who is a U.S.

citizen or lawful permanent resident (LPR). VAWA covers the following types of battery or extreme cruelty: domestic violence, dating violence, sexual assault, and stalking.

Self-petitioners can indicate that they are in "satisfactory immigration status" when applying for assistance or continued assistance from a Section 214 covered housing provider. "Satisfactory immigration status" means an immigration status which does not make the individual ineligible for financial assistance. After the PHA verifies the immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, the PHA will make a final determination as to the self-petitioner's eligibility.

Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of the LPR status is made.

If the final determination is to deny the VAWA self-petitioner or the LPR petition, the PHA will alert the petitioner and take actions to terminate the voucher assistance or evict the petitioner from public housing in accordance with existing PHA public housing requirements.

Live-In Aides: Live-in aides are entitled to VAWA protections if the live-in aid is an applicant for PHA housing assistance. Live-in aides could be an affiliated individual of a tenant and if the live-in aide as an affiliated individual is a victim of domestic violence, dating violence, sexual assault, or stalking. 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 of a VAWA crime.

## **B. Notification of Occupancy Rights and Certification Form Requirements**

The Notice of Occupancy Rights Under the Violence Against Women Act (Form HUD-5380) explains the VAWA protections including, the rights to confidentiality and any VAWA protection limitations to applicants, tenants, and affiliated individuals.

The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation (Form HUD-5382) is to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault, or stalking that:

- States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;
- States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection meets the applicable definition for such incident; and
- 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.

The PHA will provide **each** applicant and tenant the Notice of Occupancy Rights and the Certification Form at each of the following times:

- At the time the applicant is denied assistance or admission;
- At the time the individual is provided assistance or admission;
- With any notification of eviction or notification of termination of assistance; and
- 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 December 16, 2016, through other means, including but not limited to assisted housing briefing materials, PHA notices/newsletters, and/or websites.

In accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency), the PHA shall make available The Notice of Occupancy Rights and the Certification Form in multiple languages.

The PHA will include a description of the VAWA protections afforded to victims of VAWA crimes in HUD-required leases, lease addendums, or tenancy addendums as applicable.

### **C. Denial of Admission, Termination of Assistance or Eviction**

The PHA will not deny admission to, deny assistance under, terminate from participating in, or evict from housing on the basis or as direct result of the fact that an 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.

**Criminal Activity:** The PHA will not deny tenancy or occupancy rights to a tenant 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.

**Incidents of Actual or Threatened VAWA Crimes:** The PHA will not consider an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as:

- A serious or repeated violation of a lease executed by the victim or threatened victim of such incident; or

- Good cause for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such incident.

The PHA will deny admission or assistance to any member of the applicant household who is a perpetrator of domestic violence, dating violence, sexual assault, or stalking.

In adopting local standards, supportive of or in addition to the mandated reasons for denial of admission, the PHA will deny admission or assistance to an individual in the applicant family whose screening process provides relevant information reflecting a history of crimes involving domestic violence, dating violence, sexual assault, stalking, or other crimes of physical violence to persons or property.

#### **D. Confidentiality**

The PHA will retain in the strictest confidence all information pursuant to VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking.

The PHA will not allow any individual administering assistance on behalf of the PHA, in the employ of the PHA, or any persons contracted by the PHA to have access to confidential information unless it is explicitly necessary for these individuals to have access to the information under applicable Federal, State, or local law.

The PHA will not enter the VAWA confidential information into any shared database or disclose the information to any other entity or individual, except to the extent that the disclosure is:

- Requested or consented to in writing by the individual in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- Otherwise required by applicable law.

#### **E. Certification of Claim of a VAWA Crime**

If an applicant or tenant claims to be a victim of domestic violence, dating violence, sexual assault, or stalking and is entitled to the VAWA protections or remedies, the PHA may request, in writing, that the applicant or tenant submit any one of the following as documentation of domestic violence, dating violence, sexual assault, or stalking. It is at the discretion of the applicant or tenant as to which one of the following forms of documentation to submit:

- The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation (Form HUD-5382); or
- A document:
  - Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or mental health professional (collectively



“professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;

- Signed by the applicant or tenant; and
- That specifies, under penalty of perjury, that the professional believes in the occurrence of an incident of domestic violence, dating violence, sexual assault, or stalking that is the grounds for protection and remedies and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
- A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- At the discretion of the PHA, a statement or other evidence provided by the applicant or tenant.

If the PHA does not receive the documentation requested within 14 business days after the applicant or tenant received the request in writing for the documentation from the PHA, the PHA may

- Deny admission by the applicant or tenant;
- Deny assistance to the applicant or tenant;
- Terminate the participation of the tenant; or
- Evict the tenant or a lawful occupant that commits a violation of a lease.

The PHA at its discretion may extend the 14-business-day deadline.

If the PHA receives documentation that contains conflicting information (including certification forms from two or more members of a household with each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the PHA may require the applicant or tenant to submit third-party documentation within 30 calendar days of the date of the request for the third-party documentation.

**Note:** The PHA is not required 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.

## **F. Family Break-Ups and VAWA**

The PHA will determine which family members continue to receive assistance if the family breaks up. If the family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA will ensure that the victim retains the assistance.

Other policies regarding family break-up are contained in the PHA's public housing Admissions and Continued Occupancy Policy (ACOP) and the Section 8 HCV Administrative Plan.

## **G. Limitations of VAWA Protections**

The tenant may invoke VAWA protections on more than one occasion and the PHA will not subject additional conditions that would adversely affect the tenant's tenancy because they have invoked VAWA protections. There are no limitations on the number of occasions a victim can invoke VAWA protections.

The PHA will comply with a court order in respect to:

- The rights of access or control of property, including cooperating with law enforcement to enforce civil protection orders issued to protect the victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of the household.

The PHA may 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. The PHA will 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 when determining whether to evict or terminate assistance.

The PHA may terminate assistance or evict a tenant if the PHA can demonstrate an actual and imminent threat to other tenants, PHA employees, or those employed at or providing services to the PHA would of be present if that tenant or lawful occupant is not terminated from assistance or evicted. An 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. Words, gestures, actions or other indicators can be considered an actual and imminent threat. In determining whether an individual would pose an actual and imminent threat, the PHA will consider the following factors:

- 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 will occur.

The PHA will utilize termination of assistance or eviction only when there are no other actions the PHA can employ to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, and contacting law enforcement in order to keep the property safe to prevent the perpetrator from acting on a threat.

The PHA will terminate tenancy or assistance, or refuse to renew a lease or assistance, to any household member who is the perpetrator of domestic violence, dating violence, sexual assault, stalking, or who engages in criminal acts of physical violence against family members or others.

#### **H. Removal of Perpetrator (Lease Bifurcation)**

Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or Federal, State, or local law to the contrary, the PHA may bifurcate a lease, or remove a household member from a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to such a member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual.

The PHA may bifurcate a lease without regard to whether a household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

The PHA's dwelling lease shall contain provisions for eviction, removal, termination of occupancy rights, or termination of assistance in accordance with the procedures prescribed by Federal, State and local law applicable to terminations of tenancy and evictions. The Tenancy Addendum (Form HUD-52641-A) shall be attached to all leases for dwelling units occupied by PHA-assisted families in the HCV program.

The PHA retains all rights to add the name of the perpetrator to its "Banned and Criminal Trespass" list that is provided to the local law enforcement.

#### **I. Reasonable Time to Establish Eligibility for Assistance or Find Alternative Housing Following Bifurcation of Lease**

If the PHA exercises the option to bifurcate the lease and the individual who was evicted or for whom the assistance was terminated was the eligible tenant, the PHA 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:

- Establish eligible immigration status; or
- Establish eligibility under another housing program; or
- Find alternative housing.

The 90-calendar-day period is the total period provided to the remaining tenants to establish eligible immigration status. The 90-calendar-day period will not be available to a remaining household member if prohibited by statutory requirements. The 90-day-calendar period will not apply beyond the expiration of the lease unless permitted by program regulation.

The PHA may extend the 90-calendar-day period up to an additional 60 calendar days unless the PHA is prohibited from doing so due to regulations or unless the time period would extend beyond the expiration of the lease.

## **J. Emergency Transfer Plan (ETP)**

The PHA's Emergency Transfer Plan addresses situations that involve significant risk to tenants who are, have been, or reasonably believe they will be victims of domestic violence, dating violence, sexual assault, or stalking. The PHA may approve an emergency transfer for tenants, regardless of sex, gender identity or sexual orientation, to move from their current unit to a "safe unit." A safe unit is a unit the victim of domestic violence, dating violence, sexual assault, or stalking believes to be safe.

The ability of the PHA to honor the request for an emergency transfer depends upon a preliminary determination that:

- The tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and
- Whether the PHA has another unit that is available and is safe to offer the tenant for temporary or permanent occupancy.

The Emergency Transfer Plan provides that a tenant receiving rental assistance through or residing in a unit subsidized under the PHA who is a victim of domestic violence, dating violence, sexual assault, or stalking will qualify for an emergency transfer if:

- The tenant expressly requests the transfer (Form HUD-5383, Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking); and
- 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
- 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.

The tenant who is a victim of sexual assault may make an imminent harm request regardless of when or where the sexual assault occurred, and the PHA may permit more than 90 calendar days from the date of the sexual assault.

The PHA cannot guarantee that the emergency transfer request will be approved or how long it will take to process the request for an emergency transfer. The PHA will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of

the unit. If the tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.

The tenant may qualify for either an internal emergency transfer or external transfer.

- An internal emergency transfer is the 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.
- An external emergency transfer is the 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.

The tenant may seek an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

If a safe 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. The PHA will not transfer the tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA does not have a safe and available unit for a tenant requesting an emergency transfer, the PHA will assist the tenant in identifying other housing providers who may have a safe and available unit to which the tenant could move. At the tenant's request, the PHA will assist the tenant in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA strict confidentiality measures are included in the Emergency Transfer Plan so as not to disclose the location of the new unit to the abuser.

The PHA will make the Emergency Transfer Plan available upon request and, when feasible, make the Plan publicly available.

The PHA will keep a record of all emergency transfers requested under its Emergency Transfer Plan and the outcome of the requests. The PHA shall retain these records for a period of three (3) years or for a period of time as specified by program regulations. The PHA must report the requests and outcomes to HUD annually.

The PHA will provide reasonable accommodation for individuals with disabilities.

An emergency transfer request must not be construed to supersede any PHA eligibility or other occupancy requirements.

## **K. PHA Relationships with Service Providers**

The PHA will seek and establish partnerships with private, governmental, and victim advocacy organizations which provide counseling, shelter, and/or services to victims of domestic violence, dating violence, sexual assault, or stalking.

In its efforts to maintain a safe environment for its tenants, the PHA will become familiar with other housing providers that provide both private market units or other government-assisted units, not solely HUD-assisted units, that can be used to assist victims of domestic violence, dating violence, sexual assault, or stalking to move quickly.

## **L. PHA's Safety and Crime Prevention Measures**

The PHA will include in its 5-Year Plan a statement of the goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of victims of domestic violence, dating violence, sexual assault, or stalking.

The PHA will include in its Annual Plan a statement of any domestic violence, dating violence, sexual assault, and stalking prevention programs and descriptions of any activities, services, or programs provided or offered by the PHA, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking that:

- Help victims of domestic violence, dating violence, sexual assault, or stalking obtain or maintain housing;
- Prevent domestic violence, dating violence, sexual assault, or stalking; or
- Enhance victim safety in assisted housing.

## **M. Relationship with Other Applicable Laws**

Neither the Violence Against Women Reauthorization Act of 2013 (VAWA) nor the VAWA Policy adopted by the PHA shall preempt or supersede any provision of Federal, State, or local law that provides greater protections than that provided under VAWA for victims of domestic violence, dating violence, sexual assault, or stalking.

## **N. Changes in Laws and Regulations**

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Policy, automatically supersede this Policy.

The PHA will revise this Policy periodically as approved by the PHA Board of Commissioners.

## DEFINITIONS

### **1937 Act**

The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.).

### **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**

- 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
- Any individual, tenant, or lawful occupant living in the household of that individual.

### **Applicant**

A person or a family that has applied for housing assistance.

### **Available Unit**

A unit that is not occupied and is available to tenants per program requirements, eligibility, unit restrictions, and term limitations.

### **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.

### **Bifurcate**

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 Programs**

- Section 202 Supportive Housing for the Elderly (12 U.S.C. 1701q), with implementing regulations at 24 CFR part 891.
- Section 811 Supportive Housing for Persons with Disabilities (42 U.S.C. 8013), with implementing regulations at 24 CFR part 891.
- Housing Opportunities for Persons With AIDS (HOPWA) program (42 U.S.C. 12901 et seq.), with implementing regulations at 24 CFR part 574.
- HOME Investment Partnerships (HOME) program (42 U.S.C. 12741 et seq.), with implementing regulations at 24 CFR part 92.
- 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).
- 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.
- 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.
- 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).
- The Housing Trust Fund (12 U.S.C. 4568) (with implementing regulations at 24 CFR part 93).

**Dating Violence**

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship;
  - The type of relationship; and
  - 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**

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.

**Fair Housing Act**

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Family**

Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or

A group of persons residing together, and such group includes, but is not limited to:

- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a tenant family.

**Gender Identity**

The gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity. Perceived gender identity means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender-related characteristics, or sex assigned to the individual at birth or identified in documents.

**Guest**

A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

**Household**

The family and PHA-approved live-in aide and/or foster children/adults.

**HUD**

The Department of Housing and Urban Development

**Internal Emergency Transfer**

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.

**Live-In Aide**

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

**Other Person under the Tenant's Control**

The person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Premises**

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Public Housing**

Housing assisted under the 1937 Act, other than under Section 8. "Public housing" includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating assistance.

**Public Housing Agency (PHA)**

Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

**Perpetrator**

Perpetrator means a person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

**Reasonable Belief of Imminent Harm**

It does not matter when the initial act occurred if the current belief of the victim of a threat of imminent harm is reasonable.

**Responsible Entity**

For the public housing program and the Section 8 HCV (tenant-based assistance) program, responsible entity means the PHA administering the program under an Annual Contributions Contract with HUD.

**Safe Unit**

A unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

**Satisfactory Immigration Status**

An immigration status which does not make the individual ineligible for financial assistance.

**Sexual Assault**

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

**Stalking**

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for the person's individual safety or the safety of others; or
- Suffer substantial emotional distress.

**Sexual Orientation**

One's emotional or physical attraction to the same and/or opposite sex (e.g., homosexuality, heterosexuality, or bisexuality).

**Tenant**

An assisted family and the members of the household on their lease, but does not include guests or unreported members of a household. A live-in aide or caregiver is not a tenant, unless otherwise provided by program regulations, and cannot invoke VAWA protections.

**VAWA**

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

**VAWA Crimes**

Domestic violence, dating violence, sexual assault, or stalking.

**NOTICE**

The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that the Housing Authority's general counsel and/or attorney review this policy prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.