#

# POLK COUNTY CONTINUUM OF CARE

### Violence Against Women Act Implementation

### In ESG and CoC Funded Programs

1. **Purpose**

The purpose of this policy is to ensure the provision of safe housing environments for participants experiencing domestic violence, dating violence, sexual assault, and/or stalking by requiring housing providers receiving Emergency Solutions Grant (ESG) and Continuum of Care (CoC) funds to establish procedures and protections in accordance with the reauthorized Violence Against Women Reauthorization Act (VAWA) of 2013 (24 CFR Part 5, Subpart L). VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.

1. **Definitions**

*Abuser or perpetrator*[*1*](#_bookmark0)in this context refers to an individual who commits domestic violence, dating violence, sexual assault, or stalking as defined in the Violence Against Women Reauthorization Act of 2013.

*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 could occur.

*Affiliated Individual, with respect to an individual* refers to a spouse, parents, 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.

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

*Covered housing program*, with respect to this policy, means homeless programs under title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360et 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).

*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

1 Definition is taken from HUD Form 5380 Notice of Occupancy Rights

* 1. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
		1. ) The length of the relationship;
		2. ) The type of relationship; and
		3. 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* refers to an emergency relocation of a participant to another unit where the participant would be categorized as a new applicant; that is the participant must undergo an application process in order to reside in the new unit.

*Housing Provider* refers to the individual or entity under a housing program that has responsibility for the administration and/or oversight of VAWA protections and includes Public Housing Agencies (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 housing programs identify the individual or entity that carries out the duties and responsibilities of the housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a housing provider, the housing provider may not always be the same individual or entity.

*Internal emergency transfer* refers to an emergency relocation of a participant to another unit where the participant would not be categorized as a new applicant; that is, the participant may reside in the new unit without having to undergo an application process.

*Safe unit* refers to a unit that the person experiencing domestic violence, dating violence, sexual assault, and/or stalking believes is safe.

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

*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.

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

## Policy

#### Notification of Occupancy Rights under VAWA

All covered housing programs must provide written notification to applicants, participants, and property owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and termination of tenancy or assistance.

* 1. All housing providers must provide applicants or participants the following:
		1. *Notice of Occupancy Rights under the Violence Against Women Act*, which explains the VAWA protections, including the right to confidentiality, and any limitations on those protections.
		2. HUD Form 5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking or Alternate Documentation* form to be completed by the victim to document that the applicant or resident is a victim of domestic violence, dating violence, sexual assault, or stalking.
	2. *Notice of Occupancy Rights under the Violence Against Women Act*, and HUD Form 5382 must be provided to each person seeking or receiving CoC housing assistance at the following times:
		1. At the time the person is denied permanent housing or transitional housing;
		2. At the time the person is admitted to permanent housing or transitional housing;
		3. When a participant receives notification of eviction;
		4. When a participant is notified of termination of program assistance; and
		5. ***For existing program participants:*** During the 12-month period following December 31, 2017, either during annual recertification or lease renewal, 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, by mail.
	3. Landlords must also receive notice of VAWA obligations and agree to certain VAWA commitments:
		1. CoC rental assistance programs must provide copies of the HUD Forms to the property owner or manager at time of lease-up and every re-certification as part of the lease renewal.
		2. The property owner’s lease as well as all other program documents, as applicable, must incorporate VAWA confidentiality requirements, VAWA protections afforded to the victims of domestic violence, dating violence, sexual assault or stalking and limits on construing lease terms, tenant option to end lease without penalty if emergency transfer conditions are met, and obligation to notify the program before owner bifurcates the lease or provides notification of eviction and provide tenant HUD Forms 5380 and 5382 with any notification of eviction that the owner provides to the tenant during the period

for which the tenant is receiving rental assistance.

Project-based housing programs must include the above in any lease, sublease or occupancy agreement.

* + 1. ***For existing participating landlords:*** During the 12-month period following December 31, 2017, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, HU Forms 5380 and 5382 must be mailed to the property owner or manager.

A lease addendum modeled after HUD Form 91067 may be used to include the VAWA provisions to new and existing contracts.[2](#_bookmark1)

* 1. All forms referenced in this policy 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 65 FR 50121).[3](#_bookmark2)

#### Protections Provided Under the VAWA

Housing providers shall ensure specific housing protections for persons experiencing domestic violence, dating violence, sexual assault, and/or stalking to preserve the right of applicants and participants to safe housing environments. Under VAWA:

* 1. Housing providers shall not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the applicant has or is currently experiencing domestic violence, dating violence, sexual assault, and/or stalking, if the applicant otherwise qualifies for admission or assistance.
	2. Housing providers shall not deny or threaten to deny assistance, terminate or threaten to terminate program participation, evict or threaten to evict participants from rental housing, or issue 3-Day Notices to Perform or Quit on the basis or as a direct result of the fact that the participant has or is currently experiencing domestic violence, dating violence, sexual assault, and/or stalking, if the applicant otherwise qualifies for admission or assistance.
	3. Housing providers shall not construe criminal activity directly related to domestic violence, dating violence, sexual assault, and/or stalking as cause for denying rental assistance or occupancy rights to participants, if a member of the participant’s household or any guest or other person under the control of the participant is the one engaging in the criminal activity and the participant or an affiliated individual of the participant is currently experiencing or is being threatened with domestic violence, dating violence, sexual assault, and/or stalking.
	4. Housing providers may bifurcate (divide) a lease to evict the individual or terminate assistance to the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, and/or stalking, while not taking away the right to the unit or otherwise punishing the remaining tenants, lawful occupants, or residents. Housing providers shall give remaining tenants, lawful occupants, or residents that are not eligible to participate in the housing program 12 months to establish eligibility under the program or under another housing program covered by VAWA or find alternative housing. If remaining participants

2 HUD Form 91067 Lease Addendum VAWA 2005 is available in multiple languages on the HUD Clips website: https://[www.hud.gov/program\_offices/administration/hudclips/forms/hud9.](http://www.hud.gov/program_offices/administration/hudclips/forms/hud9)

3 The forms referenced in this policy are modeled after HUD Forms 5380, 5381, 5382, and 5383. These forms are available in multiple languages on the HUD Clips website: https://[www.hud.gov/program\_offices/administration/hudclips/](http://www.hud.gov/program_offices/administration/hudclips/)

and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured.

* + 1. If a family receiving TBRA separates due to a lease bifurcation, the family’s tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.
	1. Housing providers shall not subject participants who have or are currently experiencing domestic violence, dating violence, sexual assault, and/or stalking, or who are affiliated with said individual to a more demanding standard than other participants in determining whether to evict or terminate assistance based on violations not premised on an act of domestic violence, dating violence, sexual assault, and/or stalking.
	2. Housing providers may not terminate the lease or program assistance of a family that moves out of the dwelling unit in violation of the lease, with or without prior notification to the program, if the move occurred to protect the health or safety of a family member who has or is currently experiencing domestic violence, dating violence, sexual assault, and/or stalking and who reasonably believed they were imminently threatened by harm from further violence or emotional trauma if they remained in the unit.
	3. Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, and/or stalking due to property damage caused by an abuser or perpetrator.
	4. Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, and/or stalking due to not meeting lease obligations as a direct cause of coercive control exerted by the abuser or perpetrator over the victim.
	5. If housing providers wish to take economic cause of action to recover costs associated with damage to property or unpaid rent directly associated with the incidents of domestic violence, dating violence, sexual assault, and/or stalking, it is encouraged that the action be taken against the abuser or perpetrator and not the individual(s) experiencing domestic violence, dating violence, sexual assault, and/or stalking.

#### Limitations of VAWA Protections

* 1. Nothing in this section limits the authority of the housing provider, when notified of a court order, to comply with respect to the rights of access or control of property, including civil projection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking, or the distribution of property among household members.
	2. Nothing in this section limits any available authority of the housing provider to evict or terminate assistance to a resident or 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 housing provider may 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.

* 1. Nothing in this section limits the authority of the housing provider to issue a termination of assistance or evict a tenant if the program can demonstrate an actual and imminent threat to

other tenants or those employed at or providing services to property or site 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” above.

* 1. Any termination of assistance or eviction, as provided in this policy should be utilized 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 or site, 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.

#### Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault or Stalking

A person experiencing domestic violence, dating violence, sexual assault, and/or stalking need only self- certify in writing to become eligible to receive housing protections under this policy. The only exemption to the sufficiency of self-certification for receiving the protections outlined in this policy is when conflicting information/certifications exist. In this case, housing providers may require an applicant or participant to submit third-party documentation. Third party documentation must not create a barrier for a person to establish eligibility to receive housing protections. However, housing providers shall not require disclosure from individuals regarding their status as victims of domestic violence, dating violence, sexual assault, and/or stalking.

Housing providers shall provide a *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form (HUD form 5382) to individuals that communicate to the housing provider that they are experiencing domestic violence, dating violence, sexual assault, and/or stalking. The Certification form alone shall be sufficient to certify that an individual is experiencing domestic violence, dating violence, sexual assault, and/or stalking. Use of the Certification form is optional. Participants decide what type of documentation they will submit to housing providers to self-certify, provided that the type of documentation they use is listed in this section. Housing providers shall not request that participants use any one type of documentation to self-certify or require documentation not listed in this section.

The forms referenced in this policy 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 65 FR 50121).

If an applicant or participant communicates to the housing provider that the individual is experiencing domestic violence, dating violence, sexual assault, and/or stalking, the housing provider may request documentation in writing.

The applicant or participant may elect to use a *Certification of Domestic Violence, Dating Violence, Sexual Assault, and/or Stalking* form **or** provide one of the following forms of documentation:

* 1. A listing of the approximate dates when each incident occurred, discussion of the participant’s fears and injuries and the effect that each abusive incident has had on the participant and their family;
	2. Restraining, civil, and/or criminal protection orders including orders issued by family court, probate court, juvenile court or any other court with jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, and/or stalking;
	3. Medical records or statement from medical professional;
	4. Documentation from a mental health professional;
	5. Police reports, records of telephone calls or visits to the victim’s address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
	6. A record of an administrative agency or victim service provider;
	7. Court records;
	8. Statement signed by workers from a domestic violence, dating violence, sexual assault, or stalking violence shelter or other domestic violence, dating violence, sexual assault, or stalking violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
	9. Statement signed by counselors, if participant attended counseling;
	10. Statement signed by attorney from whom the participant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking;
	11. Reports, statements from police, judges, and other court officials, clergy, social workers, social service agencies, or other victim service providers;
	12. Other credible evidence as corroborated by law enforcement or domestic violence, dating violence, sexual assault, or stalking violence providers.

Statements signed by the above-mentioned professionals shall specify under penalty of perjury, that the professional believes that the participant is a victim of domestic violence, sexual assault, dating violence or stalking as defined in this policy. Statements must also be signed by the participant.

Should a participant choose to use the Certification form to self-certify, housing providers may request in writing that the form be returned to them within 14 business days. Housing providers may, but are not required to, extend the time to submit the documentation with reasonable discretion. Housing providers shall offer to assist participants with completing the certification form.

Conflicting Evidence

1. If the housing provider 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), the housing provider may request third-party documentation from victims in order to resolve the conflict.
2. The victim must provide third-party documentation within 30 days. If the victim fails or refuses to provide third-party documentation where there is conflicting evidence, the housing provider does not have to provide the victim with the protections contained in this policy.

#### Considerations for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The housing provider must consider:

* 1. The nature and severity of each case while exercising discretion on whether or not family members or their guests pose an actual **and** imminent threat to the health, safety, or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:
		1. Transferring the victim
		2. Barring the perpetrator from the property
		3. Lease bifurcation
		4. Contacting law enforcement
	2. Undertaking whatever actions permissible and feasible under the program to assist victims of domestic violence, dating violence, sexual assault, or stalking. (e.g., bear some or all of the moving cost of the transfer, etc.), subject to availability of funding and resources.
	3. Removing the perpetrator of domestic violence from the lease, while the remaining family members stay in the assisted unit, with the approval of the housing provider.
	4. The effects of denial or termination of assistance on other family members who were not involved in the offense.
	5. The conditions barring the culpable household member from residing in or visiting the unit.
	6. The circumstances relevant to an eviction or termination of tenancy based on the extent to which the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.
	7. The range of evidence as proof of domestic violence, dating violence, sexual assault or stalking, which may include, but is not limited to victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-5382.

#### Confidentiality

All information provided to a housing provider regarding domestic violence, dating violence, sexual assault, and/or stalking, including the fact that an individual is a victim of such violence or stalking, shall be retained in confidence.

Housing providers and property owners or managers shall not:

* 1. Allow any employees or other individuals administering assistance on behalf of the housing provider to have access to confidential information unless explicitly authorized by the housing provider for reasons that specifically call for these individuals to have access to this information under Federal, State, or local law.
	2. Enter information regarding reported experiences of domestic violence, dating violence, sexual assault, and/or stalking into any shared database.
	3. Disclose such information to any other entity or individuals, except to the extent that the disclosure is requested or consented to in writing by the applicant or participant in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the housing program, or otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, housing providers must inform the victim before the disclosure occurs to ensure that safety risks are identified and addressed.

#### Emergency Transfer Plan

* 1. Housing providers shall adopt an emergency transfer plan by customizing the *Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD form 5381) where indicated in bold brackets and where otherwise appropriate. Housing providers shall put the emergency transfer plan into practice in the instance that a participant experiencing domestic violence, dating violence, sexual assault, and/or stalking is eligible for emergency transfer. Housing providers shall also make their emergency transfer plans available upon request and, when feasible, must make its plan publicly available. Provisions in the emergency transfer plan shall not supersede the eligibility or occupancy requirements that may apply under a housing program.
	2. Housing providers shall not guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, housing providers shall act in an expeditious manner to move a participant who is experiencing domestic violence, dating violence, sexual assault, and/or stalking to another unit subject to availability and safety of unit.
	3. Participants may use an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, and/or Stalking* form (HUD form 5383) to provide written request for emergency transfer under VAWA. Housing providers shall provide participants with a copy of HUD form 5383.

#### Bifurcation of Lease

Housing providers 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 household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, and/or stalking without regard for whether such 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, lawful occupant, or resident. If the evicted abuser or perpetrator was the sole participant to have established eligibility for assistance under the housing program, the housing provider must allow the participant who has or is currently experiencing domestic violence, dating violence, sexual assault, and/or stalking and other household members to remain in the unit for 12 months to establish eligibility under the program or under another housing program covered by VAWA, or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured. If a family receiving tenant-based rental assistance separates due to a lease bifurcation, the family’s tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

A lease bifurcation shall be carried out in accordance with requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any additional requirements.

#### Assistance for Persons Experiencing Domestic Violence, Dating Violence, Sexual Assault, and/or Stalking

Housing providers shall take alternative precautions within the scope of their authority and available funding to secure a unit occupied by a participant experiencing domestic violence, dating violence,

sexual assault, and/or stalking from an alleged abuser or perpetrator.

If a housing provider has no available and safe units for which a participant who is eligible for an emergency transfer, the housing provider shall assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. Housing providers shall, at a participant’s request, assist in contacting local organizations that offer services for individuals experiencing domestic violence, dating violence, sexual assault, and/or stalking, that are listed in the emergency plan.

#### Non-Discrimination

No applicant or participant shall, on the basis or actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault, and/or stalking, gender identification or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under VAWA.

**VAWA – Notice of Occupancy Rights**

**Notice of Occupancy Rights Under the Violence Against Women Act To all Tenants and Applicants for *[Insert Name of Housing Provider]***

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. *[Insert Name of Housing Provider]* does not 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. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that [*insert name of program or rental assistance*] is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

**Protections for Applicants:** If you otherwise qualify for assistance under [*insert name of program or rental assistance*], you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

### **Protections for Tenants:** If you are receiving assistance under [*insert name of program or rental assistance*], you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under [*insert name of program or rental assistance*] solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

**Removing the Abuser or Perpetrator from the Household:** *[Insert Name of Housing Provider]* may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If *[Insert Name of Housing Provider]* chooses to remove the abuser or perpetrator, *[Insert Name of Housing Provider]* may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, *[Insert Name of Housing Provider]* must 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. In removing the abuser or perpetrator from the household, *[Insert Name of Housing Provider]* must follow Federal, State, and local eviction procedures. In order to divide a lease, *[Insert Name of Housing Provider]* may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

**Moving to Another Unit:** Upon your request, *[Insert Name of Housing Provider]* may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, *[Insert Name of Housing Provider]* may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you 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, *[Insert Name of Housing Provider]* may ask you for such documentation, as described in the documentation section below.
2. **You expressly request the emergency transfer.** *[Insert Name of 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

1. **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. *[Insert Name of Housing Provider]* will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. *[Insert Name of Housing Provider]*’s emergency transfer plan provides further information on emergency transfers, and *[Insert Name of Housing Provider]* must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking:** *[Insert Name of Housing Provider]*can, but is not required to, ask you to provide documentation to ‘‘certify’’ that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from *[Insert Name of Housing Provider]* must be in writing, and *[Insert Name of Housing Provider]* must give you at least 14 business days

### (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. *[Insert Name of Housing Provider]* may, but does not have to, extend the deadline for the submission of documentation upon your request. You can provide one of the following to *[Insert Name of Housing Provider]* as documentation. It is your choice which of the following to submit if *[Insert Name of Housing Provider]* asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking:

* A complete HUD-approved certification form given to you by *[Insert Name of Housing Provider]* with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
* A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
* A statement, which you 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 you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
* Any other statement or evidence that *[Insert Name of Housing Provider]* has agreed to accept.

### If you fail or refuse to provide one of these documents within the 14 business days, *[Insert Name of Housing Provider]* does not have to provide you with the protections contained in this notice. If *[Insert Name of Housing Provider]* 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), *[Insert Name of Housing Provider]* has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, *[Insert Name of Housing Provider]* does not have to provide you with the protections contained in this notice.

**Confidentiality:** *[Insert Name of Housing Provider]* must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. *[Insert Name of Housing Provider]* must not allow any individual administering assistance or other services on behalf of *[Insert Name of Housing*

### *Provider]* (for example, 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. *[Insert Name of Housing Provider]* must not enter your information into any shared database or disclose your information to any other entity or individual. *[Insert Name of Housing Provider]*, however, may disclose the information provided if:

* You give written permission to *[Insert Name of Housing Provider]* to release the information on a time limited basis.

### *[Insert Name of Housing Provider]* needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.

* A law requires *[Insert Name of Housing Provider]* or your landlord to release the information.

### VAWA does not limit *[Insert Name of Housing Provider]*’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated:** You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, *[Insert Name of Housing Provider]* cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking. The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if *[Insert Name of Housing Provider]* can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property. If *[Insert Name of Housing Provider]* can demonstrate the above, *[Insert Name of Housing Provider]* should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws:** VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance With The Requirements of This Notice:** You may report *[Insert Name of Housing Provider]*’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

## For Additional Information:

* You may view a copy of HUD’s final VAWA rule at [https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-](https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs)  [women-reauthorization-act-of-2013-implementation-in-hud-housing-programs.](https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs) Additionally, *[Insert Name of Housing Provider]* must make a copy of HUD’s VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact **[*insert name of program or rental assistance contact information able to answer questions on VAWA*]**.
* 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). You may also contact **[Insert contact information for relevant local organizations]**.

### For tenants who are or have been 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](http://www.victimsofcrime.org/our-programs/stalking-resource-center).

* For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**.
* Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

**CERTIFICATION OF U.S. Department of Housing** OMB Approval No. 2577-0286 **DOMESTIC VIOLENCE, and Urban Development** Exp. 06/30/2017 **DATING VIOLENCE,**

##### SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. 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.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

* 1. A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
	2. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
	3. At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

### 2

##### TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. **Date the written request is received by victim:**
2. **Name of victim:**
3. **Your name (if different from victim’s):**
4. **Name(s) of other family member(s) listed on the lease:**
5. **Residence of victim:**
6. **Name of the accused perpetrator (if known and can be safely disclosed):**
7. **Relationship of the accused perpetrator to the victim:**
8. **Date(s) and times(s) of incident(s) (if known):**
9. **Location of incident(s):**

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature Signed on (Date)

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

|  |  |  |
| --- | --- | --- |
| **VIOLENCE, DATING VIOLENCE** | **U.S. Department of Housing** | OMB Approval No. 2502-0204 |
| **OR STALKING** | **and Urban Development** | Exp. 6/30/2017 |
|  | Office of Housing |  |

# LEASE ADDENDUM

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

|  |  |  |
| --- | --- | --- |
| TENANT | LANDLORD | UNIT NO. & ADDRESS |

### This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

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

**Term of the Lease Addendum**

The effective date of this Lease Addendum is . This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

* 1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
	2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
	3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

### Tenant Date

### Landlord Date

Form **HUD-91067** **(9/2008)**

MODEL EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLECE, SEXUAL ASSAULT, OR STALKING

* 1. Department of Housing and Urban Development

OMB Approval No. 2577-0286

Expires 06/30/2017

**[Insert name of covered housing provider]**

**Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence,**

**Sexual Assault, or Stalking**

**Emergency Transfers**

**[Insert name of covered housing provider (acronym HP for purposes of this model plan)]** 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),[1](#_bookmark3) HP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking 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.[2](#_bookmark4) The ability of HP to honor such request for tenants currently receiving assistance, 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 HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model

1 Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

2 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.

Form HUD-5381 (12/2016)

### 2

emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **[insert name of program or rental assistance**

### **here]** is in compliance with VAWA.

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L 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.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

**Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify HP’s management office and submit a written request for a transfer to **[HP to insert location]**. HP will provide reasonable

accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:

* + 1. 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 HP’s program; OR

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* + 1. 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.

**Confidentiality**

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP 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 from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

**Emergency Transfer Timing and Availability**

HP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HP will, however, 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 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. HP may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

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If HP has no safe and available units for which a tenant who needs an emergency is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant’s request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

**Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

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/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center a[t https://w](http://www.victimsofcrime.org/our-)ww.[victimsofcrime.org/our-](http://www.victimsofcrime.org/our-) programs/stalking-resource-center.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

**EMERGENCY TRANSFER U.S. Department of Housing** OMB Approval No. 2577-0286 **REQUEST FOR CERTAIN and Urban Development** Exp. 06/30/2017 **VICTIMS OF DOMESTIC**

##### VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider’s emergency transfer plan for more information about the availability of emergency transfers.

##### The requirements you must meet 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. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
			2. **You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider’s emergency transfer plan for more details.
			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 submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you 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, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; 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.

Form HUD-5383

(12/2016)

### 2

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

##### TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. **Name of victim requesting an emergency transfer:**
2. **Your name (if different from victim’s)**
3. **Name(s) of other family member(s) listed on the lease:**
4. **Name(s) of other family member(s) who would transfer with the victim:**
5. **Address of location from which the victim seeks to transfer:** \_
6. **Address or phone number for contacting the victim:**
7. **Name of the accused perpetrator (if known and can be safely disclosed):**
8. **Relationship of the accused perpetrator to the victim:**
9. **Date(s), Time(s) and location(s) of incident(s):**
10. **Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11.**
11. **Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.**
12. **If voluntarily provided, list any third-party documentation you are providing along with this notice:** This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature Signed on (Date)

Form HUD-5383

(12/2016)