

## Housing Authority of the City of Eastman

# VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

Adopted Board Action October 16, 2017

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### I. Applicability

This policy addresses the protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for, or are the beneficiaries of, assistance under the Eastman Housing Authority (Authority) Housing Program which is covered by the Violence Against Women Act (VAWA). Protections are not limited to women but cover victims of domestic violence, dating violence, sexual assault and stalking, regardless of sex, gender identity, or sexual orientation. This policy is intended as a guide for the Authority's personnel to use in day-to-day operations when working with applicants or tenants who are victims of the above actions.

### II. Definitions

For purposes of this policy, the following definitions apply:

Actual and imminent threat: A physical danger which is real, would occur in 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 an individual, or a person to whom an individual stands in the place of a parent or guardian; or any individual, tenant or lawful occupant living in the household of an individual.

Bifurcate: To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the Public Housing Program and State and 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.

Dating Violence: Violence committed by a person 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: 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.

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.

### **III. Applicant and Tenant Protections**

#### Notification

The Authority will provide each applicant and each tenant with the following documents:

- A "Notice of Occupancy Rights under the Violence Against Women Act," which explains the VAWA protections under this policy, including the right to confidentiality, and any limitations on those protections, and
- A certification form to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking.

The above Notice and certification form will be provided to an applicant or tenant at the following times: time of application, time of denial of admission, time of leasing and with any notification of eviction.

The certification form should state that:

- the applicant or tenant is a victim of domestic violence, dating violence, sexual assault or stalking;
- the incident of victim of domestic violence, dating violence, sexual assault or stalking that is the grounds for protection under this policy meets the applicable definition for such incident; and
- include 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.

#### Prohibitive Basis for Denial, Termination of Assistance or Eviction

An applicant to or tenant of the Authority's Housing Program may not be denied admission to, terminated assistance from or evicted from a Program on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant or tenant otherwise qualifies for admission or occupancy.

A tenant of a Housing Program may not be denied tenancy or occupancy rights solely on the basis of



criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking if the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and the tenant or an affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not be construed as a serious or repeated violation of the dwelling lease by the victim or threatened victim of such incident or good cause for terminating the tenancy or occupancy rights of the victim or threatened victim of such incident.

#### Limitations of Protections

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

Nothing in this policy limits the Authority from evicting 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.

Nothing in this policy limits the Authority from evicting a tenant if the Authority can demonstrate an actual and imminent threat to other tenants or Authority employees would be present if the tenant or lawful occupant is not evicted. Words, gestures, actions and other indicators will be considered an ‘actual and imminent threat’ if they meet the standard provided in the definition of “actual and imminent threat” in Section II.

Eviction related to an “actual and imminent threat” should only 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, contacting local law enforcement to increase police presence or seeking other legal remedies to prevent the perpetrator from acting on a threat.

#### **IV. Documentation Required**

##### Request for Documentation

The Authority will request, in writing, that an individual claiming protection under this policy submit the following documentation to the Authority with fourteen business days after the date that the applicant or tenant receives a request in writing for such documentation from the Authority.

- The certification form described in Section III; or
- A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health 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 the incident of domestic violence, dating violence, sexual assault or stalking that is the ground for protection and remedies under this policy and that



the incident meets the applicable definitions of domestic violence, dating violence, sexual assault or stalking included in Section II; or

- A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency; or
- At the discretion of the Authority, a statement or other evidence provided by the applicant or tenant.

If the individual does not provide permissible documentation within fourteen business days after the Authority has requested such certification in writing, the protections of VAWA do not limit the Authority to:

- Deny admission of an applicant or tenant of a Housing Program;
- Deny assistance under a Housing Program to an applicant or tenant;
- Terminate the participation of a tenant in a Housing Program; or
- Evict the tenant, or a lawful occupant that commits a violation of the lease.

The Authority may extend the fourteen day deadline at its discretion.

The certification requirement may be satisfied by providing the Authority with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or by producing a Federal, State, tribal, territorial, or local police or court record.

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

### Confidentiality

All information provided to the Authority under this policy, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, will be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or required for use in an eviction proceeding or otherwise required by applicable law.



## V. Remedies Available

### Bifurcation of the Dwelling Lease

The Authority 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 member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without regard to whether the 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.

A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the Authority's Housing Program.

If the Authority exercises the option to bifurcate a lease, and the individual who was evicted or for whom assistance was terminated was the eligible tenant, the Authority shall provide any remaining tenant or tenants that were not already eligible a period of ninety calendar days from the date of the bifurcation of the lease to establish eligibility for the same housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or establish eligibility under another housing program; or find alternative housing.

The ninety-calendar day period will not apply beyond the expiration of a lease, unless it is permitted by program regulations.

