

## Chapter 16

### PROGRAM ADMINISTRATION

#### INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven parts as described below:

Part I: Setting Utility Allowances. This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of LMHA-furnished utilities.

Part II: Establishing Flat Rents and Public Housing Maximum Rents. This part describes the requirements and policies related to establishing and updating flat rent amounts and public housing maximum rents.

Part III: Repayment of Family Debts. This part contains policies for recovery of monies that have been underpaid by families, and describes the circumstances under which ~~the~~ LMHA will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part IV: Public Housing Assessment System (PHAS). This part describes the PHAS indicators, how PHAs are scored under PHAS, and how those scores affect a LMHA.

Part V: Record Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies ~~the~~ LMHA will follow.

Part VI: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes ~~the~~ LMHA's reporting responsibilities related to children with environmental intervention blood lead levels that are living in public housing.

Part VII: Violence against Women Act (VAWA): Notification, Documentation, And Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse;** and maintaining the confidentiality of information obtained from victims.

## **PART I: SETTING UTILITY ALLOWANCES [24 CFR 965 Subpart E]**

### **16-I.A. OVERVIEW**

PHAs must establish allowances for LMHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier [24 CFR 965.502(a)].

PHAs must also establish surcharges for excess consumption of LMHA-furnished utilities [24 CFR 965.506].

**The** LMHA must maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record must be made available for inspection by residents [24 CFR 965.502(b)].

### **16-I.B UTILITY ALLOWANCES**

**The** LMHA must establish separate allowances for each utility and for each category of dwelling units **the** LMHA determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

The objective of **the** LMHA in establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment [24 CFR 965.505].

Utilities include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, if **the** LMHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide [24 CFR 965.505].

Costs for telephone, cable/satellite TV, and internet services are not considered utilities [PH Occ GB, p. 138].

Utility allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage [PH Occ GB, p. 138].

Chapter 14 of the *PH Occupancy Guidebook* provides detailed guidance to the PHA about establishing utility allowances.

### **Air-Conditioning**

“If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters, and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506. If an air conditioning system does not provide for resident option, residents are not to be charged, and these systems should be avoided whenever possible.” [24 CFR 965.505(e)].

### LMHA Policy

~~The~~ LMHA has installed air-conditioning in some units

### **Utility Allowance Revisions [24 CFR 965.507]**

~~The~~ LMHA must review at least annually the basis on which utility allowances have been established and must revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505.

~~The~~ LMHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

### LMHA Policy

Between annual reviews of utility allowances, ~~the~~ LMHA will only revise its utility allowances due to a rate change, when required to by the regulation.

### **16-I.C. SURCHARGES FOR LMHA-FURNISHED UTILITIES [24 CFR 965.506]**

For dwelling units subject to allowances for LMHA-furnished utilities where check meters have been installed, ~~the~~ LMHA must establish surcharges for utility consumption in excess of the allowances. Surcharges may be computed on a straight per unit of purchase basis or for stated blocks of excess consumption, and must be based on ~~the~~ LMHA's average utility rate. The basis for calculating the surcharges must be described in ~~the~~ LMHA's schedule of allowances. Changes in the amount of surcharges based directly on changes in ~~the~~ LMHA's average utility rate are not subject to the advance notice requirements discussed under 16-I.D.

For dwelling units served by LMHA-furnished utilities where check meters have not been installed, ~~the~~ LMHA must establish schedules of surcharges indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of LMHA-furnished equipment. The surcharge schedule must state the resident-owned equipment (or functions of LMHA-furnished equipment) for which surcharges will be made and the amounts of such charges. Surcharges must be based on the cost to ~~the~~ LMHA of the utility consumption estimated to be attributable to reasonable usage of such equipment.

### LMHA Policy

~~The~~ LMHA does have LMHA-furnished utilities but does not charge for excess utility consumption.

### **16-I.D. NOTICE REQUIREMENTS [965.502]**

~~The~~ LMHA must give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.
- Notify residents of the place where ~~the~~ LMHA's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

#### **16-I.E. REASONABLE ACCOMMODATION [24 CFR 965.508]**

On request from a family that includes a disabled or elderly person, ~~the~~ LMHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family [PH Occ GB, p. 172].

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

## **PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS**

### **16-II.A. OVERVIEW**

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Public housing maximum rents are needed to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how ~~the~~ LMHA establishes and updates flat rents and public housing maximum rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and public housing maximum rents are discussed in Chapter 6.

### **16-II.B. FLAT RENTS [24 CFR 960.253(b); PIH Notice 2014-12 and PIH Notice 2017-23]**

#### **Establishing Flat Rents**

Flat rents for public housing units are based on the market rent charged for comparable units in the private unassisted rental market. The flat rent should be equal to the estimated rent for which ~~the~~ LMHA could promptly lease the public housing unit after preparation for occupancy.

The LMHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, PHAs must consider the following:

- Location
- Quality
- Unit size
- Unit type
- Age of property
- Amenities at the property and in immediate neighborhood
- Housing services provided
- Maintenance provided by the PHA
- Utilities provided by the PHA

PIH Notices 2014 -12 and 2017-23 specifies that after the PHA has determined flat rent amounts using HUD's rent reasonableness methodology, the PHA must then compare this amount to 80 percent of the FMR and must set the flat rent at no less than 80 percent of the FMR, subject to utility adjustments.

PHAs are now required to apply a utility allowance to flat rents. Flat rents set at 80% of the FMR must be reduced by the amount of the unit's utility allowance, if any.

### LMHA Policy

LMHA will utilize 80% of Local Area Fair Market Rent as the Flat Rent, as required by HUD guidance per PIH Notice 2022-33.

However, if necessary and determined upon market conditions, LMHA may apply for a flat rent amount that is lower than 80% of the Local Fair Market rent if LMHA demonstrates, through the submission of a market analysis, that:

1. those rent options are not reflective of the unit's market value; and
2. HUD agrees with the PHA's market analysis determination (PIH Notice 2022-33)

### **Review of Flat Rents**

The LMHA must ensure that flat rents continue to mirror market rent values [24 CFR 960.253(b) and Notice PIH 2014-12]. No later than 90 days after HUD publishes new annual FMRs, LMHA must revise flat rents as necessary based on the rent reasonableness analysis and changes to the FMR. ~~The~~ LMHA must offer changes to the flat rent to allow new admissions and to existing families at the next annual rent option.

If the FMR falls from year to year, LMHA may, but is not required to, lower the flat rent to 80 percent of the current FMR.

### LMHA Policy

If the FMR is lower than the previous year, the LMHA will maintain the current flat rent. PHAs that determine that reasonable rents would be less than 60 percent of the applicable FMR may choose to complete a rent reasonableness study once every three years, rather than annually [Notice PIH 2014-12].

### LMHA Policy

If LMHA determines that reasonable rents would be less than 60 percent of the applicable FMR, LMHA will conduct a rent reasonableness study once every three years.

### **Posting of Flat Rents**

#### LMHA Policy

~~The~~ LMHA will publicly post the schedule of flat rents in a conspicuous manner in the applicable LMHA or project office.

### **Documentation of Flat Rents [24 CFR 960.253(b) (5)]**

#### LMHA Policy

~~The~~ LMHA must maintain records that document the method used to determine flat rents, and that show how flat rents were determined by the LMHA in accordance with this method.

## **16-II.C. PUBLIC HOUSING MAXIMUM RENTS**

### **Establishing Public Housing Maximum Rents**

PHAs are prohibited from making financial assistance available to persons who are not citizens or nationals of the United States, and to those who do not have eligible immigration status [24 CFR 5.500]. Therefore, in order to assist mixed families, PHAs must prorate assistance. Public housing maximum rents are needed in order to calculate the tenant rent for a mixed family.

The public housing maximum rent is based on value of the 95th percentile of the total tenant payment (TTP) for each tenant within the LMHA. PHAs may calculate a maximum rent on either an LMHA- or project wide basis. A separate maximum rent can be provided for each separate project or projects may be combined into logical groups, if appropriate. HUD recommends that a single project basis be avoided for a project unless at least 50 dwelling units are involved.

PHAs may use the “direct comparison” or the “unit distribution” method for establishing the public housing maximum rents for each unit size. Appendix H, of Guidebook 7465.G, Restrictions on Assistance to Noncitizens provides detailed guidance on how to establish public housing maximum rents using the methodologies identified above.

### **Review of Public Housing Maximum Rents**

#### LMHA Policy

~~The~~ LMHA will recalculate the public housing maximum rents on an annual basis.

### **Posting of Public Housing Maximum Rents**

#### LMHA Policy

~~The~~ LMHA will publicly post the schedule of public housing maximum rents in a conspicuous manner in the applicable LMHA or project office.

### **Documentation of Public Housing Maximum Rents**

#### LMHA Policy

~~The~~ LMHA will maintain records that document how ~~the~~ LMHA determined the 95th percentile of TTP, whether the maximum rent was determined LMHA-wide, project-wide, or with groupings of projects, and the methodology used to determine maximum rents for each unit size.

## **PART III: FAMILY DEBTS TO THE LMHA**

### **16-III.A. OVERVIEW**

This part describes ~~the~~ LMHA's policies for recovery of monies owed to ~~the~~ LMHA by families.

#### LMHA Policy

When an action or inaction of a resident family results in the underpayment of rent or other amounts, ~~the~~ LMHA holds the family liable to return any underpayments to ~~the~~ LMHA. HUD does not authorize any LMHA-sponsored amnesty or debt forgiveness programs.

~~The~~ LMHA may enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When a family refuses to repay monies owed to ~~the~~ LMHA, ~~the~~ LMHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program
- Office of the Inspector General
- Office of the Attorney General

### **16-III.B. REPAYMENT POLICY**

#### **Family Debts to the LMHA**

#### LMHA Policy

Any amount owed to ~~the~~ LMHA by a public housing family must be repaid. If the family is unable to repay the debt within 30 days, ~~the~~ LMHA may offer to enter into a repayment agreement in accordance with the policies below.

All repayment agreements must be in writing, dated, signed by both the tenant and ~~the~~ LMHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, and the month repayment amount.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, ~~the~~ LMHA may terminate the family's tenancy in accordance with the policies in Chapter 13. ~~The~~ LMHA will also pursue other methods of collection.

#### **General Repayment Agreement Guidelines**

##### ***Down Payment Requirement***

#### LMHA Policy

Before executing a repayment agreement with a family, ~~the~~ LMHA will require a minimum down payment of \$50 or 10% of the total balance owed, whichever is greater. For a resident who pays minimum rent, \$15 is the minimum down payment allowed.



### ***Payment Thresholds for Retroactive Rent Payment Agreements***

Notice PIH 2010-19 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income, which is considered “affordable.” Moreover, Notice PIH 2010-19 acknowledges that PHAs have the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

#### **LMHA Policy**

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not be less than 40% or at the family’s request, no more than 60% of the family’s monthly adjusted income (MAI).

Example:

- Family’s monthly adjusted income is \$1,230.
- Family’s monthly rent payment is \$369 (30% of the family’s monthly adjusted income).
- 40% of the family’s monthly adjusted income is \$492.
- 60% of the family’s monthly adjusted income is \$738
- The monthly payment for the repayment agreement should not be less than \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family’s MAI.) and not exceed \$369 per month (\$369 monthly rent + \$369 repayment = \$738, 60% of the family’s MAI.)

If an individual is a minimum rent payer, the resident is required to pay a minimum of \$15 per month towards the repayment agreement balance.

If the family’s income increases or decreases during the term of a repayment agreement, either ~~the~~ LMHA or the family may request that the monthly payment amount be adjusted accordingly. There is no penalty for early pay off of agreement and strongly encouraged.

### ***Repayment Time Period***

#### **LMHA Policy for Retroactive Rent Repayment Agreements**

The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance. All repayment agreements exceeding 12 months must receive written consent from the Vice President of Asset Management.

#### **LMHA Policy for All other Repayment Agreements**

All repayment agreements must be approved by the Assistant Director of Asset Management. All repayment agreements over 6 months must be approved by the Vice President of Asset Management.

### ***Execution of the Agreement***

#### **LMHA Policy**

Any repayment agreement between ~~the~~ LMHA and a family must be signed and dated by ~~the~~ LMHA and by the head of household and spouse/co-head (if applicable) and all adult family members.

## ***Due Dates***

### LMHA Policy

All payments are due by the close of business on the 7th day of the month. If the 7th does not fall on a business day, the due date is the close of business on the first business day after the 7<sup>th</sup> day of the month.

## ***Late or Missed Payments***

### LMHA Policy

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by ~~the~~ LMHA, ~~the~~ LMHA will send the family a delinquency notice giving the family a deadline by which the late payment must be made. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and ~~the~~ LMHA will terminate tenancy in accordance with the policies in Chapter 13.

## ***No Offer of Repayment Agreement***

### LMHA Policy for Retroactive Rent Repayment Agreements

~~The~~ LMHA will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if the debt is greater than \$4,999.99 as a result of the family underreporting or failure to report income.

Any amounts greater than \$4,999.99 owed to LMHA for retroactive rent payment must be referred directly to the HUD Office of Inspector General through the Legal Department and/or the Vice President of Asset Management.

LMHA will not enter into a repayment agreement with a family if there is already a repayment agreement in place. A resident can only be engaged in one repayment agreement at a time.

A tenant is only permitted to enter into a repayment agreement two (2) times within a calendar year (365 days), for a total period of 12 months in the aggregate, unless there are documented extenuating circumstances and written approval from the Vice President of Asset Management.

### LMHA Policy for All other Repayment Agreements

~~The~~ LMHA will not enter into a repayment agreement with a family if there is already a repayment agreement in place with a family or if the debt is greater than \$5,000. However, if damage of more than \$5,000 is incurred due to a fire, a repayment agreement may be executed with the approval and at the discretion of the Vice President of Asset Management. A resident can only be engaged in one repayment agreement at a time.

## **Repayment Agreements Involving Retroactive Rent Payments**

~~Notice PIH 2010-19~~ PIH Notice 2017-12 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the public housing lease that state the family's obligation to

provide true and complete information at every reexamination and the grounds on which ~~the~~ LMHA may terminate assistance because of a family's action or failure to act

- A statement clarifying that each month the family not only must pay to ~~the~~ LMHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy

## PART IV: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

### 16-IV.A. OVERVIEW

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

### 16-IV.B. PHAS INDICATORS [24 CFR 902 Subparts A, B, C, D, E, and F]

The table below lists each of the PHAS indicators, the points possible under each indicator, and a brief description of each indicator. A PHA's performance is based on a combination of all four indicators.

**Indicator 1: PASS (Physical Assessment Subsystem) ~~Physical condition of the PHA's projects~~**

**Maximum Score: 40**

- The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair.
- To determine the physical condition of a PHA's projects, inspections are performed of the following five major areas of each public housing project: site, building exterior, building systems, dwelling units, and common areas. The inspections are performed by an independent inspector arranged by HUD and include a statistically valid sample of the units in each project in the PHA's public housing portfolio.

**Indicator 2: FASS (Financial Assessment Subsystem) ~~Financial condition of the PHA's projects~~**

**Maximum Score: 25**

- The objective of this indicator is to measure the financial condition of the PHA's public housing projects for the purpose of evaluating whether the PHA has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair.
- A PHA's financial condition is determined by measuring each public housing project's performance in each of the following sub indicators: quick ratio, month's expendable net assets ratio, and debt service coverage ratio.

**Indicator 3: MASS (Management Assessment Subsystem) ~~Management operations of the PHA's projects~~**

**Maximum Score: 25**

- The objective of this indicator is to measure certain key management operations and responsibilities of a PHA's projects for the purpose of assessing the PHA's management operations capabilities.

- Each project's management operations are assessed based on the following sub-indicators: occupancy, tenant accounts receivable, and accounts payable.
- An on-site management review may be conducted as a diagnostic and feedback tool for problem performance areas, and for compliance. Management reviews are not scored.

**Indicator 4: CFP (Capital Fund Program) Capital Fund**  
**Maximum Score: 10**

- The objective of this indicator is to measure how long it takes the PHA to obligate capital funds and to occupy units. The purpose is for PHAs to obligate 90% or more of these funds as quickly as possible, and no later than 2 years after funds become available. It is also to modernize and develop units and improve overall occupancy and to meet HUD's Strategic Plan goal to "Meet the Need for Quality Affordable Rental Homes."
- The PHA's score for this indicator is measured at the PHA level and is based on the following sub indicators: timeliness of fund obligation and occupancy rate.

#### **16-IV.C. PHAS SCORING [24 CFR 902 Subpart F]**

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the sub indicators under each indicator. The PHA's indicator scores are based on a weighted average of the PHA's public housing projects' scores. PHAS scores translate into a designation for each PHA as high performing, standard, substandard, or troubled.

A high performer is a PHA that achieves an overall PHAS score of 90 or greater, and achieves a score of at least 60 percent of the points available under the physical, financial, and management indicators and at least 50 percent of the points available under the capital fund indicator.

A standard performer is a PHA that has an overall PHAS score between 60 and 89, and achieves a score of at least 60 percent of the points available under the physical, financial, and management indicators and at least 50 percent of the points available under the capital fund indicator.

A substandard performer is a PHA that has an overall PHAS score of at least 60 percent and achieves a score of less than 60 percent under one or more of the physical, financial, or management indicators.

A troubled performer is a PHA that achieves an overall PHAS score of less than 60 or achieves less than 50 percent of the total points available under the capital fund indicator.

These designations can affect a PHA in several ways:

- High-performing PHAs are eligible for incentives including relief from specific HUD requirements and bonus points in funding competitions [24 CFR 902.71].
- PHAs that are standard performers may be required to submit and operate under a corrective action plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)(1)].
- PHAs that are substandard performers will be required to submit and operate under a

corrective action plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)(2)].

- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, and are required to enter into a memorandum of agreement (MOA) with HUD to improve PHA performance [24 CFR 902.75].
- PHAs that fail to execute or meet MOA requirements may be referred to the Assistant Secretary to determine remedial actions, including, but not limited to, remedies available for substantial default [24 CFR 902.75(g) and 24 CFR Part 907].
- PHAs must post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and designation [24 CFR 902.64(b)(2)]

## **PART V: RECORD KEEPING**

### **16-V.A. OVERVIEW**

~~The~~ LMHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, ~~the~~ LMHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

### **16-V.B. RECORD RETENTION**

~~The~~ LMHA must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

#### LMHA Policy

During the term of each public housing tenancy, and for at least three years thereafter, ~~the~~ LMHA will keep all documents related to a family's eligibility, tenancy, and termination. In addition, ~~the~~ LMHA will keep the following records for at least three years:

- An application from each ineligible family and notice that the applicant is not eligible
- Lead-based paint records as required by 24 CFR 35, Subpart B
- Documentation supporting the establishment of flat rents and the public housing maximum rent
- Documentation supporting the establishment of utility allowances and surcharges
- Documentation related to PHAS
- Accounts and other records supporting LMHA budget and financial statements for the program
- Other records as determined by ~~the~~ LMHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.

### **16-V.C. RECORDS MANAGEMENT**

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

#### LMHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized LMHA staff.

LMHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

## **Privacy Act Requirements [24 CFR 5.212 and Form-9886]**

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or ~~the~~ LMHA may release the information collected.

## **Upfront Income Verification (UIV) Records**

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

### LMHA Policy

Prior to utilizing HUD's EIV system, ~~the~~ LMHA will adopt and implement EIV security procedures required by HUD.

## **Criminal Records**

~~The~~ LMHA may only disclose the criminal conviction records which ~~the~~ LMHA receives from a law enforcement agency to officers or employees of ~~the~~ LMHA, or to authorized representatives of ~~the~~ LMHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

~~The~~ LMHA must establish and implement a system of records management that ensures that any criminal record received by ~~the~~ LMHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to ~~the~~ LMHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

~~The~~ LMHA must establish and implement a system of records management that ensures that any sex offender registration information received by ~~the~~ LMHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to ~~the~~ LMHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by ~~a~~ LMHA other than under 24 CFR 5.905.



### **Medical/Disability Records**

PHAs are not permitted to inquire about the nature or extent of a person's disability. ~~The~~ LMHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If ~~the~~ LMHA receives a verification document that provides such information, ~~the~~ LMHA should not place this information in the tenant file. ~~The~~ LMHA should destroy the document.

### **Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking Records**

For requirements and LMHA policies related to management of documentation obtained from victims of domestic violence, dating violence, stalking, human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse (VAWA 2022) see section 16-VII.E.

## **PART VI: LEAD-PAINT HAZARDS AND REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL**

### **16-VI.A. LEAD PAINT HAZARDS AND REPORTING REQUIREMENTS [24 CFR 35.1130(e)]**

~~The~~ LMHA has certain responsibilities relative to children with environmental intervention blood lead levels that are living in public housing. ~~The~~ LMHA must comply with local, state, and federal requirements regarding the prevention of lead-poisoning and response to elevated blood-lead levels including but not limited to HUD's regulations at 24 C.F.R. Part 35.

~~The~~ LMHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical or health care professional. ~~The~~ LMHA must also report each known case of a child with an environmental intervention blood lead level to the HUD field office.

#### LMHA Policy

~~The~~ LMHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

~~The~~ LMHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within 5 business days of receiving the information.

## PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

### 16-VII.A. OVERVIEW

The Violence against Women Act ~~of 2013~~ (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse (VAWA 2022)** who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those laws take precedence over VAWA.

- Although the VAWA 2022 statute does not specifically include *human trafficking* in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, stalking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse anywhere such a list appears.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and LMHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and LMHA policies are located in Chapter 3, "Eligibility" (sections 3-I.C and 3-III.F); Chapter 5, "Occupancy Standards and Unit Offers" (section 5-II.D); Chapter 8, "Leasing and Inspections" (section 8-I.B); Chapter 12, "Transfer Policy" (sections 12-III.C, 12-III.F, and 12-IV.D); and Chapter 13, "Lease Terminations" (sections 13-III.F and 13-IV.D).

### 16-VII.B. DEFINITIONS [24 CFR 5.2003]

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means 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
  - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse 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, 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 *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
  - Any individual, tenant or lawful occupant living in the household of that individual.
- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by Federal, tribal, or State law including when the victim lacks the capacity to consent
- The term *stalking* means:
  - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the affiliated individual of that person, or (3) the spouse or intimate partner of that person.
- The term *human trafficking* means:
  - The recruitment, transportation, transfer, harboring, or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, or the abuse of power or of a position of vulnerability, for the purpose of exploiting them (<https://www.hud.gov/sites/documents/humantraffickingfetsht.pdf>).
- The term *technological abuse* means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, stalking, or human trafficking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:
  - Internet-enabled devices
  - Online spaces and platforms
  - Computers
  - Mobile devices
  - Cameras and imaging programs
  - Apps

## 16-VII.C. NOTIFICATION [24 CFR 5.2005(a)]

### Notification to Public

~~The~~ LMHA adopts the following policy to help ensure that all actual and potential beneficiaries of its public housing program are aware of their rights under VAWA.

#### LMHA Policy

~~The~~ LMHA will post the following information regarding VAWA in its offices and on its Web site. It will also make the following information readily available to anyone who requests it.

- The definitions of *domestic violence*, *dating violence*, *sexual assault* and *stalking* provided in VAWA (included in Exhibit 16-1)
- An explanation of the documentation that ~~the~~ LMHA may require from an individual who claims the protections provided by VAWA (included in Exhibit 16-1)
- A copy of the notice of occupancy rights and protections under VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, sexual assault, stalking, human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse (Form HUD-5380, see Exhibit 16-1)
- A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking and Alternate Documentation (see Exhibit 16-2)
- A statement of LMHA's obligation to keep confidential any information that it receives from a victim unless (a) LMHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibits 16-1 and 16-2)
- A copy of the PHA's emergency transfer plan (Exhibit 16-3)
- A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, stalking, or human trafficking, Form HUD-5383 (Exhibit 16-4)
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)
- Contact information for local victim advocacy groups or service providers

## Notification to Applicants and Tenants [24 CFR 5.2005(a)(1)]

PHAs are required to inform public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

### LMHA Policy

~~The~~ LMHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. ~~The~~ LMHA will also include such information in all notices of denial of assistance (see section 3-III.F).

~~The~~ LMHA will provide all tenants with information about VAWA at the time of admission (see section 8-I.B) and at annual reexamination. ~~The~~ LMHA will also include such information in all lease termination notices (see section 13-IV.D).

The VAWA information provided to applicants and tenants will consist of the notice in Exhibit 16-1.

~~The~~ LMHA is not limited to providing VAWA information at the times specified in the above policy. If ~~the~~ LMHA decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH ~~2006-42~~ 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases ~~the~~ LMHA make alternative delivery arrangements that will not put the victim at risk.

### LMHA Policy

Whenever ~~the~~ LMHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim.

## 16-VII.D. DOCUMENTATION [24 CFR 5.2007]

A LMHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, ~~human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse~~, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. ~~The~~ LMHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy ~~the~~ LMHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

(1) A completed and signed HUD-approved certification form (~~HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking~~) (~~HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking~~), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim

(2) A federal, state, tribal, territorial, or local police report or court record, **or an administrative record**

(3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

**The** LMHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

#### LMHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

**The** LMHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by **the** LMHA will be in writing.

### **Conflicting Documentation [24 CFR 5.2007(e)]**

#### LMHA Policy

In cases where **the** LMHA receives conflicting certification documents (~~two or more forms HUD-50066~~) **(HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking)**, 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** LMHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3) **and** in accordance with 24 CFR 5.2007(b)(2) or (3) ~~and~~ by following any HUD guidance on how such determinations should be made.

**The** LMHA must honor any court orders issued to protect the victim or to address the distribution of property.

#### LMHA Policy

~~If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the LMHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance~~

~~with 24 CFR 5.2007(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.~~

#### **Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]**

~~The~~ LMHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

##### LMHA Policy

If ~~the~~ LMHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse**, ~~the~~ LMHA will document acceptance of the statement or evidence in the individual's file.

#### **Failure to Provide Documentation [24 CFR 5.2007(c)]**

In order to deny relief for protection under VAWA, ~~a~~ LMHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as ~~the~~ LMHA may allow, ~~the~~ LMHA may deny relief for protection under VAWA.

#### **16-VII.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]**

All information provided to ~~the~~ LMHA regarding domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse**, including the fact that an individual is a victim of such violence stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** must be retained in confidence. This means that ~~the~~ LMHA:

1. may not enter the information into any shared database
2. may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and
3. may not provide the information to any other entity or individual, except to the extent that the disclosure is
  - a. requested or consented to by the individual in writing,
  - b. required for use in an eviction proceeding, or
  - c. otherwise required by applicable law.

##### LMHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, ~~the~~ LMHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.



## Part VIII: Over Income Limits

### 16.I.A Over-Income Families [24 CFR 960.261; FR Notice 2/14/23; PIH Notice 2023-03, 88 FR 9600]

#### *Over-Income Families at New Admission*

Section 103 of HOTMA applies to all PHAs operating a public housing program, including Moving to Work (MTW) Agencies.

LMHA may continue to lease public housing units to non-assisted over-income families in accordance with Section 3(a)(5) of the 1937 Act and 24 CFR 960.503. The over-income limit does not apply to these unassisted families whose annual income exceeds the applicable low-income limit at the time of initial occupancy.

#### LMHA Policy

LMHA will lease to an over-income limit family, if all the following conditions are satisfied (24 CFR 960.503):

- There are no eligible low-income families on the LMHA waiting list or applying for public housing assistance when the unit is leased to an over-income family;
- LMHA has publicized availability of the unit for rental to eligible low-income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family;
- The over-income family rents the unit on a month-to-month basis for a rent that is not less than ~~the~~ LMHA's cost to operate the unit;
- The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and
- LMHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family.

#### *Over-Income Families during Occupancy*

#### LMHA Policy

In accordance with 24 CFR 960.507(c)(1), LMHA will provide written notice to the OI family no later than 30 calendar days after LMHA's initial determination, stating that the family has exceeded the OI limit as determined pursuant to an annual reexamination or an interim reexamination.

The notice will state that:

1. The family has exceeded the over-income limit, and
2. Continuing to exceed the over-income limit for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families in accordance with 24 CFR 960.507(d). See 24 CFR 960.507 for more information.

### ***Over-Income Families Exceeding 12 Months***

If LMHA determines the family has continued to exceed the over-income limit for 12 consecutive months after the initial OI determination, LMHA will provide written notification pursuant to 24 CFR 960.507(c) no later than 30 days after LMHA's income examination that led to the 12-month over-income determination.

The notice must state that:

1. The family's income has exceeded the over-income limit for 12 consecutive months, and
2. Continuing to exceed the over-income limit for the next 12 consecutive months will result in the family either paying the higher alternative rent as a non-public housing over-income (NPHOI) family or termination of their tenancy, depending on LMHA'S's continued occupancy policies under 24 CFR 960.507(d).

This notice should include the estimated alternative rent where applicable (see section 8 to determine the alternative rent). See 24 CFR 960.507(c)(2) for more information.

### ***Over-Income Families Exceeding 24 Months***

If LMHA determines the family has continued to exceed the over-income limit for 24 consecutive months after the initial OI determination, LMHA will then provide written notification pursuant to 24 CFR 960.507(c)(3) no later than 30 days after LMHA's income examination that led to the 24- month over-income determination.

The notice must state that:

1. The family has exceeded the over-income limit for 24 consecutive months, and
  2. LMHA will either terminate the family's tenancy (in no more than six months) or charge the family the alternative non-public housing rent (at the next lease renewal or in no more than 60 days after the date the final notice per 24 CFR 960.507(c)(3), whichever is sooner), depending on the LMHA's continued occupancy policies under 960.507(d). See 24 CFR 960.507(c)(3) for more information.
- Once LMHA determines through an annual reexamination or an interim reexamination that a family's income exceeds the applicable OI limit, LMHA will notify the family and make a note in the tenant file to calculate the family's income again 12 months later to see if the family remains over-income.
  - LMHA is required to begin tracking the 24 consecutive month grace period once a family's income exceeds the applicable OI limit.

- After the initial OI determination is made, LMHA must conduct an income reexamination 12 months later to determine if the family remains over-income even if the family is paying the flat rent (24 CFR 960.253) and/or the date no longer coincides with the family's original annual reexamination date.
- An income reexamination to determine if a family remains over-income does not reset the family's normal annual reexamination date.
- If LMHA discovers through an annual or interim income reexamination during the 24-month grace period that a previously over-income family is now below the over-income limit, the family is no longer over-income. In this case, a previously OI family would be entitled to a new 24 consecutive month grace period if the family's income once again exceeds the OI limit.
- LMHA will rely on the most current over-income limits. These numbers will be updated and posted at the sites within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted. For families larger than 8 persons, the over-income limit will be calculated by multiplying the applicable very-low-income limit by 2.4.

**EXHIBIT 16-1: SAMPLE Notice of Occupancy Rights Under the Violence Against Women Act, Form HUD-5380**

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT HUD-  
5380: Housing Rights for Victims

U.S. Department of Housing and Urban  
Development OMB Approval No. 2577-0286  
Expires 1/31/2028

**Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**

**When should I receive this form?** A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

**What is the Violence Against Women Act (“VAWA”)?** This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

**What if I require this information in a language other than English?** To read this information in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER’S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE].

You can read translated VAWA forms at: [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4).

If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**What do the words in this notice mean?**

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*<sup>1</sup> includes the following HUD programs:
  - Public Housing Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public

- housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

**What if I am an applicant under a program covered by VAWA?** You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

**What if I am a tenant under a program covered by VAWA?** You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

**How can tenants request an emergency transfer?** Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
  - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
  - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, [ENTER SPECIFIC CONTACT INFORMATION, WEBSITE, AND/OR INSTRUCTIONS FOR REQUESTING AN EMERGENCY TRANSFER OR A COPY OF THE APPLICABLE VAWA EMERGENCY TRANSFER PLAN].

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

**Can the perpetrator be evicted or removed from my lease?** Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

**What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance?** In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT  
HUD-5380: Housing Rights for Survivors

U.S. Department of Housing and Urban  
Development OMB Approval No. 2577-0286  
Expires 1/31/2028

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.



**Are there any reasons that I can be evicted or lose assistance?** VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

**What do I need to document that I am a victim of VAWA abuse/violence?** If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

**Will my information be kept confidential?** If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law. Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited

- time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing;  
or
  3. If other applicable law requires the covered housing provider to share the information.

**How do other laws apply?** VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Have your protections under VAWA been denied?** If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFORMATION]. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/VAWA](https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA). To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

**Need further help?**

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

**Public reporting burden** for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal 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.



**EXHIBIT 16-2: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING AND ALTERNATE DOCUMENTATION**

**Form HUD-5382**

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286

Exp. 1/31/2028

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING, AND ALTERNATE DOCUMENTATION**

**Purpose of Form:** If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act (“VAWA”), you may use this form to comply with a covered housing provider's request for written documentation of your status as a “victim”. This form is accompanied by a “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380

**VAWA protects individuals and families regardless of a victim’s age or actual or perceived sexual orientation, gender identity, sex, or marital status.**

You are not expected and cannot be asked or required to claim, document, or prove victim status or VAWA violence/abuse other than as stated in “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider’s written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, “What do I need to document that I am a victim?”. Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

**Will my information be kept confidential?** Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person’s access for that reason, and (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, or (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER’S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE].

You can read translated VAWA forms

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4).

If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation). Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable

accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact

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

1. Name(s) of victim(s): \_\_\_\_\_

2. Your name (if different from victim's): \_\_\_\_\_

3. Name(s) of other member(s) of the household: \_\_\_\_\_

4. Name of the perpetrator (if known and can be safely disclosed): \_\_\_\_\_

**5. What is the safest and most secure way to contact you? (You may choose more than one.)**

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: \_\_\_\_\_  
Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: \_\_\_\_\_  
Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: \_\_\_\_\_  
Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: \_\_\_\_\_

**6. Anything else your housing provider should know to safely communicate with you?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Applicable Definitions of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

*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 lives with or has lived 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, 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.

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.

*Dating violence* means violence committed by a person:

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

*Sexual assault* means 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.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

---

Signature

---

Date

**Public Reporting Burden** for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal 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.

**EXHIBIT 16-3: ATTACHMENT CERTIFICATION TO FORM HUD 5382 - EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING**

**LUCAS METROPOLITAN HOUSING AUTHORITY**  
**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**

**I. EMERGENCY TRANSFERS: PUBLIC HOUSING**

The PHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking. In accordance with the Violence Against Women Act (VAWA),<sup>3</sup> the PHA allows tenants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of the PHA 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, stalking, or human trafficking, and on whether the PHA 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 emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the **public housing and housing choice voucher (HCV) programs** are in compliance with VAWA.

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, 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.

---

<sup>1</sup>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.

<sup>2</sup>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.

## Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the PHA's management office and submit a written request for a transfer to **any PHA office**. The PHA 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 the PHA's program; OR
2. 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

The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA 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 or persons that committed an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the PHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program
- PBV assistance in another development not owned by the PHA
- **[Insert other programs the PHA provides, such as LIHTC or HOME]**

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

## Emergency Transfer Timing and Availability

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking 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. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the PHA 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, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking 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, and Incest National Network's National Sexual Assault Hotline at 1-800-656-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 at: <https://www.victimsofcrime.org/ourprograms/stalking-resource-center>.

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

**EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING**  
**FORM HUD-5383 (PUBLIC HOUSING VERSION)**

**Confidentiality Note:** Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

**Purpose of Form:** If you are a tenant of housing assisted under a covered housing program, or if you are receiving transitional housing or rental assistance under a covered housing program, you may use this form to request an emergency transfer and certify that you qualify for an emergency transfer under the Violence Against Women Act (“VAWA”). This form refers to domestic violence, dating violence, sexual assault, or stalking as “VAWA violence/abuse.”

**VAWA protects individuals and families regardless of a victim’s age or actual or perceived sexual orientation, gender identity, sex, or marital status.**

**You may request an emergency transfer when:**

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
  - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **or**
  - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

A covered housing provider, in response to an emergency transfer request, should not evaluate whether you are in good standing as part of the assessment or provision of an emergency transfer. Whether or not you are in good standing does not impact your ability to request an emergency transfer under VAWA.

However, submitting this form does not necessarily mean that you will receive an emergency transfer. See your covered housing provider’s VAWA Emergency Transfer Plan for more information about VAWA emergency transfers and see “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380, for additional housing rights you may be entitled to.

**Am I required to submit any documentation to my covered housing provider?** Your covered housing provider may request documentation proving that you, or a household member, are a victim of VAWA violence/abuse, in addition to completing this emergency transfer request form. The request can be met by completing and submitting the VAWA Self-certification Form (Form HUD-5382), unless the covered housing provider receives conflicting information about the VAWA violence/abuse. If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you may, instead, choose to submit that documentation to your covered housing provider. See “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380, for more information.

**Will my information be kept confidential?** Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person’s access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.



In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

**What if I need this information in a language other than English?** To read this in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER'S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL

**TO BE COMPLETED BY OR ON BEHALF OF THE TENANT REQUESTING AN EMERGENCY TRANSFER**

1. **Name(s) of victim(s):** \_\_\_\_\_
2. **Your name (if different from victim's):** \_\_\_\_\_
3. **Name(s) of other household member(s):** \_\_\_\_\_  
\_\_\_\_\_
4. **Name(s) of other household member(s) who would transfer with the victim:** \_\_\_\_\_  
\_\_\_\_\_
5. **Name of the perpetrator (if known and can be safely disclosed):** \_\_\_\_\_
6. **Address of location from which the victim seeks to transfer:** \_\_\_\_\_  
\_\_\_\_\_
7. **Current Unit Size (# of bedrooms):** \_\_\_\_\_
8. **What is the safest and most secure way to contact you? (You may choose more than one.)**

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

- ☐ Phone Phone Number: \_\_\_\_\_  
Safe to receive a voicemail: ☐ Yes ☐ No
- ☐ E-mail E-mail Address: \_\_\_\_\_  
Safe to receive an email: ☐ Yes ☐ No
- ☐ Mail Mailing Address: \_\_\_\_\_  
Safe to receive mail from your housing provider: ☐ Yes ☐ No
- ☐ Other Please List: \_\_\_\_\_



9. Anything else your housing provider should know to safely communicate with you?

---

---

---

10. What features are requested for a safe unit? You may list here any information that would facilitate a suitable transfer, such as accessibility needs, and a description of where it is safe or unsafe for you to live.

(Please note that the ability to provide an emergency transfer is based on unit availability.)

- |   |  |
|---|--|
| <input type="checkbox"/> New Neighborhood | <input type="checkbox"/> New Building                  |
| <input type="checkbox"/> First Floor unit | <input type="checkbox"/> Second Floor unit (and above) |
| <input type="checkbox"/> Near an Exit     | <input type="checkbox"/> Well-lit hallways/walkways    |
| <input type="checkbox"/> 24-hour Security | <input type="checkbox"/> Accessible unit               |
| <input type="checkbox"/> Other: _____     |  |

11. To approve your request for an emergency transfer, your covered housing provider may require that you provide written documentation that you (or a household member) are a victim of VAWA violence/abuse. Your covered housing provider must make this request for documentation in writing. You can choose to submit **any one** of the following types of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped you address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both you and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows you (or a household member) are a victim of VAWA violence/abuse; OR
- If permitted by your covered housing provider, a statement or other evidence provided by you.

**Certification of Tenant:** By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that I meet the conditions described on this form to qualify for an emergency transfer.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Public Reporting Burden** for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Covered housing providers in programs covered by VAWA may ask for a written request for an emergency transfer for a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. Housing providers may distribute this form to tenants and tenants may use it to request an emergency transfer. The information is subject to the confidentiality requirements of VAWA. A Federal 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.

## EXHIBIT 16-5: MODEL OWNER NOTIFICATION OF RIGHTS AND OBLIGATIONS

### LUCAS METROPOLITAN HOUSING AUTHORITY

#### NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault, stalking, and human trafficking.

##### **Purpose**

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through **[insert name of housing provider]** HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

##### **Denial of Tenancy**

*Protections for applicants:* Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, or human trafficking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

##### **Eviction**

*Protections for HCV participants:* Incidents or threats of domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, stalking, or human trafficking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, stalking, or human trafficking (24 CFR 5.2005(b)(2)).

##### *Limitations of VAWA protections:*

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
  - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
  - 2) The distribution or possession of property among members of a household in a case.
    - a. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)
    - b. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)
      - i. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the following standards: An actual and imminent threat

- consists of 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. (See 24 CFR 5.2003.)
- ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

### **Documentation of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document:
  - 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking, or the effects of abuse;
  - 2) Signed by the applicant or tenant; and
  - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, stalking, or human trafficking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, stalking, or human trafficking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, stalking, or human trafficking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR

5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14-business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or Evict the tenant, or a lawful occupant that commits a violation of a lease.
- d. An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, stalking, or human trafficking at eviction or termination proceedings.

## **Moves**

A victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

## **Lease Bifurcation**

Owners may choose to 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, stalking, or human trafficking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).)

If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant. Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases. To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

## **Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse**

The VAWA Final Rule generally prohibits eviction 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, stalking, or human trafficking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a

tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

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.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

## Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

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

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

## Service Providers

[insert name of housing provider] has extensive relationships with local service providers.

[insert name of housing provider] staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in [insert name of housing provider] Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

## Definitions

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

**Affiliated individual**, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual

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

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

**Dating violence** means violence committed by a person:

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

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

**Sexual assault** means 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.

**Human Trafficking** means the recruitment, transportation, transfer, harboring, or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, or the abuse of power or of a position of vulnerability, for the purpose of exploiting them (<https://www.hud.gov/sites/documents/humantraffickingfctsht.pdf>).

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

**Attached:**

Legal services and the domestic violence resources for the Metro area  
Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or human trafficking  
[insert name of housing provider] VAWA Notice of Occupancy Rights



## **EXHIBIT 16-1: SAMPLE NOTICE TO PUBLIC HOUSING APPLICANTS AND TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

*This sample notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, or stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your rights under VAWA.

### **Protections for Victims**

If you are eligible for public housing, the housing authority cannot refuse to admit you to the public housing program solely because you are a victim of domestic violence, dating violence, sexual assault, or stalking.

If you are the victim of domestic violence, dating violence, sexual assault, or stalking, the housing authority cannot evict you based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a member of your household or a guest can’t be the reason for evicting you if you were the victim of the abuse.

### **Reasons You Can Be Evicted**

The housing authority can still evict you if the housing authority can show there is an *actual and imminent* (immediate) threat to other tenants or housing authority staff if you are not evicted. Also, the housing authority can evict you for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking against you. The housing authority cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

### **Removing the Abuser from the Household**

The housing authority may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the public housing unit. If the housing authority chooses to remove the abuser, it may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, the housing authority must follow federal, state, and local eviction procedures.



## **~~Proving That You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking~~**

~~The housing authority can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, sexual assault, or stalking. It must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority is free to extend the deadline. There are three ways you can prove that you are a victim:~~

- ~~• Complete the certification form given to you by the housing authority. The form will ask for your name, the name of your abuser, the abuser’s relationship to you, the date, time, and location of the incident of violence, and a description of the violence. You are only required to provide the name of the abuser if it is safe to provide and you know their name.~~
- ~~• Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”~~
- ~~• Provide a police or court record, such as a protective order.~~

~~If you fail to provide one of these documents within the required time, the housing authority may evict you.~~

## **~~Confidentiality~~**

~~The housing authority must keep confidential any information you provide about the violence against you, unless:~~

- ~~• You give written permission to the housing authority to release the information.~~
- ~~• The housing authority needs to use the information in an eviction proceeding, such as to evict your abuser.~~
- ~~• A law requires the housing authority to release the information.~~

~~If release of the information would put your safety at risk, you should inform the housing authority.~~

## **~~VAWA and Other Laws~~**

~~VAWA does not limit the housing authority’s duty to honor court orders about access to or control of a public housing unit. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.~~

~~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.~~

## **~~For Additional Information~~**

~~If you have any questions regarding VAWA, please contact the Director of Asset Management.~~

~~For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).~~

## Definitions

~~For purposes of determining whether a public housing applicant or tenant may be covered by VAWA, the following list of definitions applies:~~

~~VAWA defines **domestic violence** to include felony or misdemeanor crimes of violence committed by any of the following:~~

- ~~• A current or former spouse of the victim~~
- ~~• A person with whom the victim shares a child in common~~
- ~~• A person who is cohabitating with or has cohabitated with the victim as a spouse~~
- ~~• A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies~~
- ~~• 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~~

~~VAWA defines **dating violence** as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:~~

- ~~• The length of the relationship~~
- ~~• The type of relationship~~
- ~~• The frequency of interaction between the persons involved in the relationship~~

~~VAWA defines **sexual assault** as “any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent” (42 U.S.C. 13925(a)).~~

~~VAWA defines **stalking** as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the affiliated individual of that person, or (iii) the spouse or intimate partner of that person.~~

~~VAWA defines sexual assault as “any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent” (42 U.S.C. 13925 (a)).~~