

## **VIOLENCE AGAINST WOMEN ACT**

**Domestic Violence, Dating Violence, Sexual Assault, Stalking.** The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in PHA's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

### **A. Termination of tenancy**

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of assistance, tenancy or occupancy rights, if the Tenant or an affiliated individual is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.

VAWA 2013 defines an "affiliated individual" with respect to an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis, or any individual, tenant, or lawful occupant living in the household of that individual.

3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, PHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
4. Further, nothing in this section shall prohibit PHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, sexual assault, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, PHA shall not apply a more demanding standard to you than to other tenants.

### **B. Bifurcation of Lease**

Under the authority provided in Section 6(l) (6) (B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d (l) (6) (B)), PHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. PHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

### **C. Certification**

If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, PHA may (but is not required to) request the individual to deliver to PHA a certification. The certification may be delivered in one of the following forms:

1. A HUD-approved form (supplied by PHA) attesting that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking and that the incident or incidents in question

are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or

2. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
3. A Federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to PHA within 14 days after the request for certification is received from the PHA. If the certification is not delivered to the PHA within the 14-day period allowed, the provisions of this section will not apply and the PHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality.

The law requires that information provided to the PHA concerning an incident or incidents of domestic violence, dating violence, sexual assault, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent that disclosure is requested or consented by the individual supplying such information in writing, or required for use in an eviction proceeding, or otherwise required by applicable law.

ALTERNATE PROVISIONS

E. Certification.

If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, PHA may (but is not required to) request the individual to deliver to PHA a certification. The certification may be must be delivered within 14 days after the request for certification is received from PHA and may be made in the manner described in the request. If the certification is not delivered within the time allowed, PHA may proceed to terminate tenancy and evict without reference to this section.

F. Confidentiality.

Information provided to PHA concerning an incident or incidents of domestic violence, dating violence, sexual assault, or stalking shall be retained by PHA in confidence and disclosed only as permitted by applicable law.

# **Housing Authority of the City of Douglas**

## **Violence against Women Act Information**

The Housing Authority of the City of Douglas is striving to fully comply with all requirements of the Violence against Women Act (VAWA), which pertain to public housing agencies. First, the Authority will not deny admission to an applicant based solely on the fact that they have been a victim of domestic violence, dating violence, sexual assault, or stalking. The applicant must comply with all other admission requirements.

Also, the Authority will not terminate the assistance to a victim of domestic violence. Dating violence, sexual assault, or stalking based solely on an incident or threat of such activity. The Authority still retains the right to terminate assistance for other criminal activity or good cause.

All information provided by an applicant or tenant regarding VAWA will be held in strict confidence and will not be shared with any other parties, unless required by law.

At this time, the Housing Authority does not intend to put a victim of domestic violence admissions preference in place. The Executive Director will periodically review the need for such preference and may add an admission preference for victim of domestic violence if a need is determined.

The Housing Authority notifies all applicants of the information pertaining to the public housing agencies included in the Violence against Women Act during the application process.

---

Applicant

Date

---

Housing Authority Representative

Date