

1.4 VIOLENCE AGAINST WOMEN ACT (VAWA)

It is the policy of IHFA to comply fully with the provisions of the Violence Against Women Reauthorization Act of 2013 regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This policy is applicable to the administration by IHFA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral, and its protections are available to men who are victims of domestic violence, dating violence, sexual assault or stalking as well as female victims of such violence.

Definitions as used in this policy:

Actual and imminent threat – 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 – (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 – 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 – 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 – 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 cohabiting with or has cohabited 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 act 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.

Immediate Family Member – (1) A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or (2) any other person living in the household of that person and related to that person by blood or marriage.

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

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

Stalking – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) fear for the person's individual safety or the safety of others; or (2) suffer substantial emotional distress.

Admissions and Screening

Non-Denial of Assistance. IHFA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for such admission.

Admissions Preference. Applicants for rental assistance from IHFA will **not** receive a preference in admissions by virtue of their status as victims of domestic violence.

- A. *Mitigation of Disqualifying Information.* When so requested in writing by an applicant for assistance whose history includes incidents in which that applicant was a victim of domestic violence, dating violence, sexual assault, or stalking, IHFA may but shall not be obligated to take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, IHFA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence, dating violence, sexual assault, or stalking, and its probable relevance to the potentially disqualifying information. IHFA will not disregard or mitigate potentially disqualifying information if the household includes a perpetrator of a previous incident to incidents of domestic violence, dating violence, sexual assault, or stalking.

Termination of Tenancy or Assistance

- A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by IHFA:
1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim for that violence.
 2. In addition to the foregoing, tenancy or assistance will not be terminated by IHFA as a result of criminal activity if that criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the assisted household, a guest or another person under the participant's control, and the participant or an immediate family member is the victim or threatened victim of this criminal activity.

However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- a. Nothing contained in this paragraph shall limit any otherwise available authority of IHFA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault, or stalking in question against the participant or a member of the participant's household. However, in taking any such action, neither IHFA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault, or stalking than that applied to other participants.
- b. Nothing contained in this paragraph shall be construed to limit the authority of IHFA or a Section 8 owner or manager to evict or terminate from assistance any participant or lawful applicant if the owner, manager or IHFA, as the case may be, can demonstrate an actual and imminent threat to other participants or to those employed at or providing service to the property, if the participant is not evicted or terminated from assistance.

Verification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- A. *Requirement for Verification.* The law allows, but does not require, IHFA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by a participant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph C., IHFA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by IHFA. Section 8 owners or managers receiving rental assistance administered by IHFA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways.

1. HUD-approved form – by providing to IHFA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definitions(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. Other documentation – by providing to IHFA or to the requesting Section 8 owner or manager 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 the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of

abuse meeting the requirements of the applicable definitions(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. Police or court record – by providing to IHFA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
 4. At IHFA's discretion, a statement or other evidence provided by the applicant/participant.
- B. *Time allowed to provide verification/failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by IHFA or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. At IHFA's discretion, an extension up to 60-days more may be granted.
- If IHFA receives conflicting documentation, including certification forms, from two or more household members, each claiming to be the victim and each naming one or more of the other petitioners as the perpetrator, IHFA may require further third-party documents as stated in section A.2. and A.3. above, within 30-days from the date of the request.
- C. *Waiver of verification requirement.* The Rental Assistance Programs Manager of IHFA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the IHFA Rental Assistance Programs Manager, or property owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.
- D. *Bifurcation of the Lease.* IHFA may allow owners to bifurcate a lease, or remove a household member or lawful occupant from a lease to evict, remove, terminate occupancy rights, or terminate assistance to such members who engage in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. Eviction, removal, termination of occupancy rights, or termination of assistance must follow Federal, state, or local law. IHFA is not a party to the lease of a Section 8 HCV voucher holder, and cannot bifurcate a lease. It is up to the owner to bifurcate the lease and evict or remove the perpetrator from the unit. If an owner decides to bifurcate a lease, notice must be given to IHFA immediately. Court-ordered evictions of a perpetrator result in the lease becoming null and void once the owner regains possession of the unit, and requires that a new lease and HAP Contract be executed.

Confidentiality

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) provided to IHFA or to a Section 8 owner or manager in connection with a verification required under this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. Requested or consented to by the individual in writing, or
 2. Required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
 3. Otherwise required by law.
- B. *Notification of rights.* All tenants of public housing and participants participating in the Section 8 HCV program administered by IHFA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

Emergency Transfer Plan

IHFA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women act (VAWA), IHFA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of IHFA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and for Public Housing tenants, on whether IHFA 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 and 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 plan published by the U.S. Department of Housing and Urban Development HUD), the Federal agency that oversees that IHFA is in compliance with VAWA.

IHFA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action; however, except with respect to portability for Section 8 assistance as provided in the next paragraph below, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of IHFA, and this policy does not create any right on the part of any applicant to be granted a transfer.

Notwithstanding the foregoing, a Section 8 assisted participant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the participant's existing lease has not expired, or the family has not occupied the unit for 12-months) so long as the participant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect the health and

safety of an individual member of the household who is or has been a the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonable believes that the participant or other household members will be imminently threatened by harm form further violence if the individual remains in the present dwelling unit.

If a family occupying IHFA public housing moved before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by IHFA. In cases where IHF determines that the family's decision to move was reasonable under the circumstances, IHFA will wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a participant subsequently occupying the unit.

A. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding the 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.

B. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the appropriate IHFA branch office and submit a written request for a transfer to another dwelling unit. IHFA will act upon requests as quickly as possible, which shall generally be defined as 10 business days. IHFA 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 IHFA'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.

C. Confidentiality

IHFA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives IHFA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of

assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed and act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for all Tenants for more information about IHFA's responsibilities to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

D. Emergency Transfer Timing and Availability

IHFA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. IHFA will, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of 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 condition that govern occupancy in the unit to which the tenant has been transferred. IHFA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If IHFA has no safe and available units for an eligible tenant who needs an emergency transfer, IHFA 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, IHFA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

E. 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 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/our-programs/stalking-resource-center>.

Information regarding local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking can be obtained through IHFA's Branch Offices.

It is the policy of IHFA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If IHFA staff becomes aware that an individual assisted by IHFA is a victim of domestic violence, dating violence, sexual assault, or stalking, IHFA will refer the victim to such providers of shelter or

services as appropriate. Notwithstanding the foregoing, this policy does not create any legal obligation requiring IHFA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. IHFA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which IHFA has referral or other cooperative relationships.

Court Orders/Family Break-up

- A. Court orders. It is IHFA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by IHFA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B. Family break-up. Other IHFA policies regarding family break-up are contained in 12.7 of this Administrative Plan.

Notification

IHFA shall provide written notification to applicants, participants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance. Notice will be provided to applicants at admission to the program, or at the time admission is denied. For program participants, notice will be provided at annual recertifications or by mass mailing no later than December 16, 2017, or when a notice of termination is issued.

Relationship with Other Applicable Laws

Neither VAWA nor this Policy in implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

Amendment

This policy may be amended from time to time by IHFA as approved by the IHFA Board of Commissioners or its designated official.