

VAWA Policy



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Violence Against Women Act (VAWA) Policy

Note: For purposes of this document, all references to “Owner” include the Housing Authority of the City of Austin and any of its Admissions or Property Management staff.

BACKGROUND

The Violence Against Women Act Reauthorization of 2013 (VAWA) provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault and/or stalking. The Owner understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault and/or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act Reauthorization of 2013.

This policy is intended to support or assist victims of domestic violence, dating violence, sexual assault and/or stalking and protect victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of domestic violence, sexual assault, dating violence and/or stalking.

VAWA protections are not provided to guests, unauthorized residents or service providers (including live-in aides) hired by the resident.

VAWA ensures that victims are not denied housing and housing assistance is not terminated solely because the person is a victim of an act covered under the VAWA (domestic violence, dating violence, stalking and/or sexual assault).

However, being a victim of an act covered under the VAWA is not reason to change the eligibility or applicant screening requirements set forth in the tenant selection plan unless such requirements interfere with protections provided under the VAWA. Being a victim of an act covered under the VAWA is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless such requirements interfere with protections provided under the VAWA.

The Owner will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections. If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should contact the Owner or property management staff immediately. The Owner and property management staff are committed to ensuring that the Privacy Act is enforced in this and all other situations.

CONFIDENTIALITY

The identity of the victim and all information provided to the Owner relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- a) Requested or consented to by the victim in writing;
- b) Required for use in an eviction proceeding or termination of assistance; or
- c) Otherwise required by applicable law.

The certification form provides notice to the resident of the confidentiality of the form and the limits thereof. The Owner will retain all documentation relating to an individual’s domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or

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resident files. If the documentation is stored electronically, the owner will keep this information in an electronic file that is separate from the applicant or resident file with secured access only to authorized individuals.

REQUESTS & CERTIFICATION

When the Owner responds to a request to institute protections provided under the VAWA the Owner will request that an individual complete, sign, and submit a certification form, within fourteen (14) calendar days of the request. This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

The victim is not required to name his/her abuser if doing so would result in imminent threat or if the victim does not know the name of his/her abuser.

The owner understands that the delivery of the certification form to the applicant/resident via mail may place the victim at risk, (e.g., the abuser may monitor the mail). The owner will work with the applicant/resident in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements.

If the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the applicant/resident may submit written proof of this outreach in lieu of the certification form. The Owner may accept the following:

- A federal, state, tribal, territorial, or local police record or court record or
- Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance in addressing domestic violence, dating violence and/or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence and/or stalking has signed or attested to the documentation.

If the applicant is currently living in a shelter established to protect victims of violence covered under the VAWA, the Owner will accept verification of such living arrangement in lieu of additional verification.

To ensure that a person is not wrongly accused of committing an act covered under the VAWA, the Owner will carefully evaluate abuse claims as to avoid denial, termination of assistance, termination of tenancy or eviction based on false or unsubstantiated accusations. This may include verification of information provided by the victim.

The applicant/resident is required to provide all necessary documentation to the Owner no more than ten (10) business days after submitting the certification to the Owner.

The Owner will review and respond to requests to exercise protections provided under the VAWA within ten (10) business days of receiving all required documentation. The Owner may provide the response in any manner acceptable to the victim and the Owner.

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LEASE BIFURCATION

If the Owner determines that physical abuse caused by a resident is clear and present, the law provides the Owner with the authority to bifurcate a lease (i.e., remove, evict, or terminate housing assistance to any abuser, while allowing the victim, who lawfully occupies the home, to remain in the home.)

The Owner may attempt to evict the abuser, but residents should know that state/local tenant/landlord laws prevail and the Owner must comply with such laws. The Owner cannot guarantee that a court will award or enforce an eviction.

Owners must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local law. The Owner is committed to attempting to assist the victim, however, evictions are generally carried out through the court system and the Owner cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a “remaining household member(s)”.

CRIMINAL ACTS

Victims are encouraged to seek police/legal protection from their abuser. In some cases, the Owner may file a restraining order against the abuser to prevent the abuser from entering the property. If there is a restraining order against the abuser and the resident willingly allows or invites the abuser onto the premises, the Owner may seek termination of assistance and/or tenancy.

In accordance with the regulation at 24 CFR 5.861, the Owner may terminate tenancy and evict the tenant through judicial action for criminal activity by a covered person if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested, or convicted for such activity and without satisfying a criminal conviction standard of proof of the activity.

The Owner will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

LEASE ADDENDUM

Any HUD approved lease addendum will be implemented and provided in accordance with HUD guidance.

If you are disabled and wish to request a reasonable accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs.

Si usted está incapacitado y desea solicitar un acomodo razonable o si tiene dificultad para entender Inglés, por favor solicite nuestra asistencia y nos aseguraremos de que se le proporciona un acceso significativo basado en sus necesidades individuales.

