

**NJ-504 Newark/ Essex County**  
**Housing Providers with ESG and CoC Program Funds**  
**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence,**  
**Sexual Assault, or Stalking**

**I. Purpose:**

The Newark /Essex County Continuum of Care NJ-504 affirms the right of all individuals and affiliated individuals experiencing homelessness in the Newark/ Essex County Continuum of Care Continuum of Care (Newark/Essex CoC) to access services and housing for which they are eligible by promoting safe housing environments for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. To ensure the provision of safe housing environments, this policy requires housing providers to establish procedures and protections for participants experiencing domestic violence, dating violence, sexual assault, and/or stalking in accordance with the reauthorized Violence Against Women Reauthorization Act (VAWA) of 2013 (24 CFR Part 5, Subpart L). Newark/ Essex County CoC extends VAWA housing protections to include individuals experiencing human trafficking. All Newark/Essex CoC-contracted permanent housing and transitional housing providers, regardless of funding source, must ensure safe housing environments for participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. All Newark/Essex County CoC-contracted “safe havens” are subject to the protections outlined in Section 3, subsections a) and b) of this policy.

All Emergency Solutions Grant (ESG) and Continuum of Care (CoC) Program housing providers (HP) are concerned about the safety of their tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking (collectively “domestic violence”). In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> Housing Providers (HPs) allow tenants who are victims of domestic violence to request an emergency transfer from the tenant’s current unit to another unit. For purposes of this policy, an **internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process. An **external emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit. Noting that the application completion cannot jeopardize the tenant’s safety plan and or physical safety. **Safe unit** refers to a unit that the victim of domestic violence believes is safe.<sup>1</sup> The ability to request a transfer is

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<sup>1</sup> 1 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.

available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of an HP to honor such requests for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.<sup>2</sup>

This plan identifies:

1. VAWA documentation that all HPs are required to provide to tenants;
2. Required provisions that must be included in agreements between landlords or housing owners (collectively “landlord”) and participants and/or HP, and between HP and participants;
3. Tenant eligibility for an emergency transfer;
4. Prohibition of denial, termination of assistance, or eviction on the basis of or directly resulting from a person's experience of domestic violence;
5. Documentation needed to request protection under VAWA;
6. Confidentiality protections;
7. How an emergency transfer may occur; and
8. 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 the Newark/ Essex County’s ESG and CoC, programs comply with VAWA requirements.

## II. Definitions:

1. 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 could occur.
2. Affiliated Individual, with respect to an individual refers to a spouse, parents, 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 any individual, tenant, or lawful occupant living in the household of that individual.

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<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.

3. Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the grantor and State or local law, such that certain tenants, lawful occupants, or residents can be evicted or removed and the remaining tenants, lawful occupants, and residents 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, lawful occupants, or residents.
4. Housing Provider refers to the individual or entity under a housing program that has responsibility for the administration and/or oversight of VAWA protections and includes Public Housing Agencies (PHAs), sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the housing programs identify the individual or entity that carries out the duties and responsibilities of the housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a housing provider, the housing provider may not always be the same individual or entity.
5. Sexual Assault is any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
6. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - a. Fear for the person's individual safety or the safety of others; or
  - b. Suffer substantial emotional distress.
7. Internal emergency transfer refers to an emergency relocation of a participant to another unit where the participant would not be categorized as a new applicant; that is, the participant may reside in the new unit without having to undergo an application process.
8. External emergency transfer refers to an emergency relocation of a participant to another unit where the participant would be categorized as a new applicant; that is the participant must undergo an application process in order to reside in the new unit.
9. Safe unit refers to a unit that the person experiencing domestic violence, dating violence, sexual assault, and/or stalking believes is safe.
10. Abuser or perpetrator<sup>3</sup> in this context refers to an individual who commits domestic violence, dating violence, sexual assault, or stalking as defined in the Violence Against Women Reauthorization Act of 2013.
11. Safe Haven<sup>4</sup>, for the purposes of defining chronically homeless, refers to supportive housing that meets the following:
  - a. Serves hard to reach homeless persons with severe mental illness who came from the streets and have been unwilling or unable to participate in supportive services;
  - b. Provides 24-hour residence for eligible persons for an unspecified period;
  - c. Has an overnight capacity limited to 25 or fewer persons; and
  - d. Provides low-demand services and referrals for the residents

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<sup>3</sup> Definition is taken from HUD Form 5380 Notice of Occupancy Rights

<sup>4</sup> Definition under 24 CFR § 578.3

12. Abuse means any of the following:

- a. To intentionally or recklessly cause or attempt to cause bodily injury.
- b. Sexual assault.
- c. To place a person in reasonable apprehension of imminent serious bodily injury to that person or to another.
- d. To engage in any behavior that has been or could be cause for a protective order or the issuance of any New Jersey family or juvenile court restraining order.
  - i. Abuse is not limited to the actual infliction of physical injury or assault and can be verbal (spoken), emotional, psychological or many other forms.

13. Domestic Violence includes, but is not limited to, felony or misdemeanor crimes of violence committed by:

- a. A current or former spouse or intimate partner of the victim,
- b. A person with whom the victim shares a child in common,
- c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. A person similarly situated to a spouse of the victim under local domestic or family violence laws,
- e. Any other person against an adult or youth victim who is protected from that person's acts under domestic or family violence laws, or
- f. Any other person related by consanguinity or affinity within the second degree.

This includes a learned behavior pattern of behavior of behaviors used by one person in a relationship to have power over and control the other person; and includes physical, emotional, economic abuse and/or sexual assault.<sup>5</sup>

14. Dating Violence is violence or abuse committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim, which includes frequent, intimate associations primarily characterized by the expectation of affection or sexual involvement independent of final considerations; and,
- b. 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.

15. Human Trafficking refers to:

- a. Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, deceit, violence, duress, menace or threat of unlawful injury or in which the person induced to perform such act has not attained 18 years of age; or
- b. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery,

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<sup>5</sup> New Jersey Department of Children and Families (DCF) Domestic Violence Case Practice Protocol  
[https://www.state.nj.us/dcf/policy\\_manuals/DVprotocol.pdf](https://www.state.nj.us/dcf/policy_manuals/DVprotocol.pdf)

- c. The deprivation or violation of the personal liberty of another with the intent to obtain forced labor or services, procure or sell the individual for commercial sex, or exploit the individual in obscene matter

### III. Policy:

#### 1. Notice of Occupancy Rights

All Essex County Continuum of Care/ Emergency Solutions Grants contracted permanent housing and transitional housing providers (“housing providers”) shall provide written notification to applicants, participants (tenants), and property owners or managers concerning the rights and obligations created under VAWA.

Housing providers shall provide a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to applicants and participants at the following times:

- a. When the applicant is denied assistance or admission to permanent housing or transitional housing
- b. When the applicant is provided assistance or admission to permanent housing or transitional housing;
- c. When a participant is given notification of eviction or notification of termination of assistance;
  - i. Tenant-based rental assistance (TBRA) providers shall ensure that the property owner or manager of the housing provides a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to participants with any notification of eviction.
- d. When an existing program participant undergoes an annual recertification or lease renewal process. When there will be no recertification or lease renewal for a participant, through written notice.

The *Notice of Occupancy Rights* and all related forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).<sup>6</sup>

#### 2. Contract, Lease, and/or Occupancy Agreement Provisions

Contracts and leases between Essex County Continuum of Care and ESG funded providers, other housing providers, and property owners or managers that rent units to individuals participating in Essex County Continuum of Care/Emergency Solutions Grant -contracted housing programs, shall include the requirement to comply with the provisions established by this policy.

A lease addendum modeled after HUD Form 91067<sup>7</sup> may be used to include the VAWA provisions to new and existing contracts.

#### 3. Protections Provided Under VAWA

Housing providers shall ensure specific housing protections for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to preserve the right of applicants and participants to safe housing environments. Under VAWA:

- a) Housing providers shall not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the applicant has or is currently experiencing domestic

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<sup>6</sup> The forms referenced in this policy are modeled after HUD Forms 5380, 5381, 5382, and 5383. These forms are available in multiple languages on the HUD Clips website:

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

<sup>7</sup> HUD Form 91067 Lease Addendum VAWA 2005 is available in multiple languages on the HUD Clips website:

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud9](https://www.hud.gov/program_offices/administration/hudclips/forms/hud9).

violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.

- b) Housing providers shall not deny or threaten to deny assistance, terminate or threaten to terminate program participation, evict or threaten to evict participants from rental housing, or issue 3-Day Notices to Perform or Quit on the basis or as a direct result of the fact that the participant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.
- c) Housing providers shall not construe criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking as cause for denying rental assistance or occupancy rights to participants, if a member of the participant's household or any guest or other person under the control of the participant is the one engaging in the criminal activity and the participant or an affiliated individual of the participant is currently experiencing or is being threatened with domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- d) Housing providers may bifurcate (divide) a lease to evict the individual or terminate assistance to the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, stalking and/or human trafficking, while not taking away the right to the unit or otherwise punishing the remaining tenants, lawful occupants, or residents. Housing providers shall give remaining tenants, lawful occupants, or residents that are not eligible to participate in the housing program 12 months to establish eligibility under the program or under another housing program covered by VAWA or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured.
  - i. If a family receiving TBRA separates due to a lease bifurcation, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.
- e) Housing providers shall not subject participants who have or are currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, or who are affiliated with said individual to a more demanding standard than other participants in determining whether to evict or terminate assistance based on violations **not** premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- f) Housing providers may not terminate the lease or program assistance of a family that moves out of the dwelling unit in violation of the lease, with or without prior notification to the program, if the move occurred to protect the health or safety of a family member who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and who reasonably believed they were imminently threatened by harm from further violence or emotional trauma if they remained in the unit.
- g) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to property damage caused by an abuser or perpetrator.
- h) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to not meeting lease obligations as a direct cause of coercive control exerted by the abuser or perpetrator over the victim. For example:

- i. Unauthorized Occupancy—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is being manipulated by an abuser or perpetrator to acquiesce to their unauthorized presence in the unit.
  - ii. Non-reported Income—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is unable to report household income because the abuser or perpetrator will not provide the documentation or has lied about their employment status.
- i) If housing providers wish to take economic cause of action to recover costs associated with damage to property or unpaid rent directly associated with the incidents of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, it is encouraged that the action be taken against the abuser or perpetrator and not the individual(s) experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

#### **4. Limitations of VAWA Protections**

Under VAWA, housing providers are not precluded from:

- A. Complying with a court order, when notified of said court order, in respect to the rights of access or control of property, including civil and/or criminal protection orders issued to protect a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking or in respect to the distribution or possession of property among members of a household. This includes orders of protection issued by family court, probate court, juvenile court or any other court having jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- B. Evicting or terminating assistance to a participant for any violation **not** premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that is in question against the participant or an affiliated individual of the participant as described in this policy.
- C. Evicting or terminating assistance to a participant if the housing provider can demonstrate an actual and imminent threat would persist against other program participants or those employed at or providing services to the property of the housing provider, if said participant is not evicted or has their assistance terminated.
  - i. Housing providers may only take such action to terminate assistance or evict where there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to:
    - a) Transferring the victim to a different unit;
    - b) Barring the perpetrator from the property;
    - c) Contacting law enforcement to increase police presence or develop other plans to keep the property safe; or
    - d) Seeking other legal remedies to prevent the perpetrator from acting on a threat.
  - i. Restrictions predicated on public safety shall not be based on stereotypes but must be tailored to particularized concerns about individual residents.

#### **5. Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking**

A person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking need only self-certify in writing to become eligible to receive housing protections under this policy. The only exemption to the sufficiency of self-certification for receiving the protections outlined in this policy is when conflicting information/certifications exist (i.e. both abuser and

victim file claims against one another complicating the landlord's understanding of who is in imminent danger). In this case, housing providers may require an applicant or participant to submit third-party documentation. Third party documentation must not create a barrier for a person to establish eligibility to receive housing protections. However, housing providers shall not require disclosure from individuals regarding their status as victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

If a housing provider receives documentation containing conflicting information or certification forms from two or more members of a household, each claiming to be experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and naming one or more of the other petitioning household members as the abuser or perpetrator, the housing provider may require an applicant or participant to submit third-party documentation, as described above, within 30 calendar days of the date of the request for third-party documentation.

Housing providers shall provide a *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form to individuals that communicate to the housing provider that they are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. The Certification form alone shall be sufficient to certify that an individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. Use of the Certification form is optional. Participants decide what type of documentation they will submit to housing providers to self-certify, provided that the type of documentation they use is listed in this section. Housing providers shall not request that participants use any one type of documentation to self-certify or require documentation not listed in this section.

The forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).

If an applicant or participant communicates to the housing provider that the individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, the housing provider may request documentation in writing.

The applicant or participant may elect to use a *Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking and/or Human Trafficking* form **or** provide one of the following forms of documentation:

- a) A listing of the approximate dates when each incident occurred, discussion of the participant's fears and injuries and the effect that each abusive incident has had on the participant and their family;
- b) Restraining, civil, and/or criminal protection orders including orders issued by family court, probate court, juvenile court or any other court with jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking;
- c) Medical records or statement from medical professional;
- d) Documentation from a mental health professional;
- e) Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
- f) A record of an administrative agency or victim service provider;
- g) Court records;



- h) Statement signed by workers from a domestic violence, dating violence, sexual assault, or stalking violence shelter or other domestic violence, dating violence, sexual assault, or stalking violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
- i) Statement signed by counselors, if participant attended counseling;
- j) Statement signed by attorney from whom the participant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking;
- k) Reports, statements from police, judges, and other court officials, clergy, social workers, social service agencies, or other victim service providers;
- l) Other credible evidence as corroborated by law enforcement or domestic violence, dating violence, sexual assault, or stalking violence providers.

Statements signed by the above-mentioned professionals shall specify under penalty of perjury, that the professional believes that the participant is a victim of domestic violence, sexual assault, dating violence or stalking as defined in this policy. Statements must also be signed by the participant.

Should a participant choose to use the Certification form to self-certify, housing providers may request in writing that the form be returned to them within 14 business days. Housing providers may, but are not required to, extend the time to submit the documentation with reasonable discretion. Housing providers shall offer to assist participants with completing the certification form.

## **6. Confidentiality**

All information provided to a housing provider regarding domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, including the fact that an individual is a victim of such violence or stalking, shall be retained in confidence.

Housing providers and property owners or managers shall not:

- a. Allow any employees or other individuals administering assistance on behalf of the housing provider to have access to confidential information unless explicitly authorized by the housing provider for reasons that specifically call for these individuals to have access to this information under Federal, State, or local law.
- b. Enter information regarding reported experiences of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking into any shared database.
- c. Disclose such information to any other entity or individuals, except to the extent that the disclosure is requested or consented to in writing by the applicant or participant in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the housing program, or otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, housing providers must inform the victim before the disclosure occurs to ensure that safety risks are identified and addressed.

## **7. Emergency Transfer Plan**

Housing providers shall customize the Model Emergency Transfer Plan where indicated in bold and where otherwise appropriate. Using the model form as is will not satisfy the requirement for housing providers to develop an Emergency Transfer Plan under

VAWA.<sup>8</sup>

Housing providers shall adopt an emergency transfer plan based on a *Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*. Housing providers shall put the emergency transfer plan into practice in the instance that a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is eligible for emergency transfer. Housing providers shall also make their emergency transfer plans available upon request and, when feasible, must make its plan publicly available. Provisions in the emergency transfer plan shall not supersede the eligibility or occupancy requirements that may apply under a housing program. Housing providers shall not guarantee that a transfer request will be approved or how long it will take to process a transfer request.

Housing providers shall create an emergency transfer plan that must:

- a) Detail the measure of any priority given to participants who qualify for an emergency transfer under VAWA in relation to other categories of participants seeking transfers and individuals seeking placement on waiting lists.
- b) Incorporate strict confidentiality measures to ensure that the housing provider or persons under their employ do not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.
- c) Include a list of local resources for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- d) Describe policies for participants to make an internal emergency transfer under VAWA when a safe unit is immediately available.
- e) Describe policies for assisting a participant in making an internal emergency transfer under VAWA when a safe unit is not immediately available.
  - i. These policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests pursuant to the Essex County CoC Coordinated Entry System (CES) Prioritization Policy.
  - ii. The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.
- f) Describe reasonable efforts the housing provider will take to assist a participant who wishes to make an external emergency transfer when a safe unit is not immediately available.
- g) Include policies for assisting a participant who is seeking an external emergency transfer under VAWA out of the housing provider's program or project and for assisting a participant who is seeking an external emergency transfer under VAWA **into** the housing provider's program or project. These policies may include:
  - i. Arrangements, including memoranda of understanding, with other housing providers to facilitate moves; and
  - ii. Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

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<sup>8</sup> For further guidance see the HUD Multifamily Office VAWA Q&A:  
[https://www.hud.gov/sites/dfiles/Housing/documents/Revised\\_VAWA\\_QA.pdf](https://www.hud.gov/sites/dfiles/Housing/documents/Revised_VAWA_QA.pdf)

- h) Include policies to allow participants to seek an internal and external emergency transfer concurrently if a safe unit is not immediately available.
- i) Describe policies for a participant who has tenant-based rental assistance and who is eligible for protections under VAWA to move quickly while retaining their assistance, where applicable.
- j) In situations involving family breakups due to the emergency transfer, specify what will happen with respect to the non-transferring family member(s).
- k) Permit a participant to terminate lease or occupancy agreement without penalty if they qualify for an emergency transfer under the emergency transfer plan.

#### *A. Eligibility for Emergency Transfer*

Eligibility for an emergency transfer shall be established where participants who have self-certified as experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking:

- a. Expressly request the transfer in writing and;
- b. Reasonably believe there is a threat of imminent harm from further abuse if they remain within the same dwelling unit they are currently occupying.

Participants shall also be eligible for emergency transfer if they have experienced sexual assault on the premises. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. Housing providers shall not set additional eligibility requirements for an emergency transfer. To establish eligibility for an emergency transfer under VAWA (as described in their emergency plan) housing providers shall only require:

- a. A participant's written request to the housing provider for an emergency transfer where the participant certifies that they meet the criteria for protections under VAWA.
- b. Documentation of the occurrence(s) of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking (in accordance with Section 5 of this policy) for which the participant is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence. The documentation may be requested at the discretion of the housing provider.

#### *B. Reporting*

Housing providers shall keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a minimum of three years. Requests and outcomes of such requests must be reported annually to the Essex County Continuum of Care Coordinator; the Essex County Continuum of Care Coordinator will report records annually to HUD.

#### *C. Confidentiality*

Housing providers shall not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.

#### *D. Emergency Transfer Timing and Availability*

Housing providers shall act in an expeditious manner to move a participant who is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to another unit subject to availability and safety of unit.

Participants may use an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking* form to provide written request for emergency transfer under VAWA. Housing providers shall provide participants with an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking* form. Participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking may provide self-certification concurrently with the emergency transfer request if they have not previously self-certified.

According to the *Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*: Subpart L Section 5.2009 *Remedies available to victims of domestic violence, dating violence, sexual assault, or stalking* (included within this packet) “reasonable time to establish eligibility for assistance or find housing following bifurcation of a lease under a covered housing program or alternative housing (i) If a covered housing provider exercises the option to bifurcate a lease, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under the covered housing program, the covered housing provider shall provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

- a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or
- b) Establish eligibility under another covered housing program; or
- c) Find alternative housing.

(ii) The 90-calendar-day period will not be available to a remaining household member if the statutory requirements for the covered housing program prohibit it. The 90-day calendar period also will not apply beyond the expiration of a lease unless this is permitted by program regulations. The 90-calendar-day period is the total period provided to a remaining tenant to establish eligibility under the three options provided in paragraphs.

(iii) The covered housing provider may extend the 90-calendar-day period up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the covered program or unless the time period would extend beyond expiration of the lease.”

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. Participants who have or are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence resource center for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Participants who have experienced sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/> .

Participants who are or have experienced stalking may seek help by visiting the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center> .

Participants who have experienced human trafficking may call the National Human Trafficking Hotline at 1-888-373-7888 or visit the online hotline at <https://polarisproject.org/get-assistance/national-human-trafficking-hotline> .

## **8. Bifurcation of Lease**

Housing providers may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking without regard for whether such household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant, lawful occupant, or resident. If the evicted abuser or perpetrator was the sole participant to have established eligibility for assistance under the housing program, the housing provider must allow the participant who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and other household members to remain in the unit for 90 calendar days to establish eligibility under the program or under another housing program covered by VAWA, or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 90 calendar days, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured. If a family receiving tenant-based rental assistance separates due to a lease bifurcation, the family's tenant-based rental assistance and any utility assistance may be extended by the housing provider by an additional 60 calendar days for the family member(s) who are not evicted or removed.

A lease bifurcation shall be carried out in accordance with requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any additional requirements.

## **9. Landlord Specific Assistance for Persons Experiencing Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking**

NJ does not have statutory language specifically requiring a landlord to change locks on the residence of a domestic violence victim, although at least four other states appear to have such statutory language. However, N.J.S.A. 46:8-9.6 provides for early termination of a residential lease if the tenant notifies the landlord that s/he is a victim of domestic violence and faces an imminent threat of serious physical harm if s/he remains on the leased premises.

N.J.S.A. 2C:25-28 provides that a plaintiff who has filed a domestic violence complaint with the Chancery Division, Family Part, may seek an emergency temporary restraining order (TRO) and, upon good cause shown, the judge may grant a TRO forbidding the defendant from returning to the scene of the domestic violence "and any other appropriate relief." N.J.S.A. 2C:25-28(j).

Similarly, N.J.S.A. 2C:25-29(b) provides that "[i]n proceedings in which complaints for restraining orders have been filed, the court shall grant any relief necessary to prevent further abuse." The judge may issue an "order granting exclusive possession to the plaintiff of the residence," an "order restraining the defendant from entering the residence, property, school, or place of employment of the victim" and/or an "order granting any other appropriate relief for the plaintiff and dependent children." N.J.S.A. 2C:25-29(b)(2), (6), (14).

Therefore, although NJ does not appear to have any statutory language specifically requiring a landlord to change the locks on a domestic violence victim's residence upon notification that the victim is fearful of his/her abuser coming to the home, the Prevention of Domestic Violence Act

may provide authority for a judge to enter an order requiring same, and N.J.S.A. 46:8-9.6 provides for early termination of a residential lease of a domestic violence victim.

All federally funded housing providers (i.e., Continuum of Care, HOME, Emergency Solutions Grants funded providers) shall take alternative precautions within the scope of their authority and available funding to secure a unit occupied by a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking from an alleged abuser or perpetrator.

If a housing provider has no available and safe units for which a participant who is eligible for an emergency transfer, the housing provider shall assist the participant in identifying other housing providers through the Coordinated Entry system who may have safe and available units to which the participant could move. Survivors will not be re-entered into the Coordinated Entry system during this process; rather, the return shall serve as a resource for available housing units within the Continuum of Care's catchment area. Housing providers shall, at a participant's request, assist in contacting local organizations that offer services for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that are listed in the emergency plan.

## 10. Non-Discrimination

No applicant or participant shall, on the basis or actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, gender identification or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under VAWA.

Statistics show that women are overwhelmingly victims of domestic violence.<sup>9</sup> An estimated 1.3 million women are victims of assault by an intimate partner each year, and about 1 and 4 women will experience intimate partner violence in their lifetimes.<sup>10</sup> The U.S. Bureau of Justice Statistics found that 85% of victims of domestic violence are women.<sup>11</sup> These statistics show that discrimination against victims of domestic violence is almost always discrimination against women. Thus, domestic violence survivors who are denied housing, evicted, or deprived of assistance based on the violence in their homes may have a cause of action for sex discrimination under the Fair Housing Act.<sup>12</sup>

Additionally, certain protected classes experience disproportionately higher rates of domestic violence. For example, African American and Native American women experience higher rates of domestic violence than white women. Black women experience intimate partner violence at a rate 35% higher

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<sup>9</sup> We recognize that men also experience domestic violence. However, because of the wide disparity in victimization, and because many FHAct claims will be based on the disparate impact of domestic violence on women, we use feminine pronouns throughout this guidance.

<sup>10</sup> Centers for Disease Control and Prevention, National Center for Injury Prevention and Control, Costs of Intimate Partner Violence Against Women in the United States (2003).

<sup>11</sup> U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics Crime Data Brief, *Intimate Partner Violence, 1993-2001* (2003).

<sup>12</sup> Domestic violence by same-sex partners would be analyzed in the same manner and would be based on sex and any other applicable protected classes.

than that of white females, and about 2.5 times the rate of women of other races.<sup>10</sup> Native American women are victims of violent crime, including rape and sexual assault, at more than double the rate of other racial groups.<sup>13</sup> Women of certain national origins and immigrant women also experience domestic violence at disproportionate rates.<sup>14</sup> This means that victims of domestic violence may also have a cause of action for race or national origin discrimination under the Fair Housing Act.

VAWA provides that being a victim of domestic violence, dating violence, or stalking is not a basis for denial of assistance or admission to public or Section 8 tenant-based and project-based housing. Further, incidents or threats of abuse will not be construed as serious or repeated violations of a lease or as other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse. Moreover, VAWA prohibits the termination of assistance, tenancy, or occupancy rights based on criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control if the tenant or immediate member of the tenant’s family is a victim of that domestic violence, dating violence, or stalking.<sup>15</sup>

VAWA also allows owners and management agents to request certification from a tenant that she is a victim of domestic violence, dating violence, or stalking and that the incidence(s) of threatened or actual abuse are bona fide in determining whether the protections afforded under VAWA are applicable.<sup>16</sup> The Department has issued forms for housing authorities and landlords to use for such certification requests,<sup>17</sup> but tenants may also present third-party documentation of the abuse, including court records, police reports, or 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 abuse or the effects of the abuse.<sup>18</sup> Finally, VAWA allows housing authorities and landlords to bifurcate a lease in a domestic violence situation in order to evict the abuser and allow the victim to keep her housing.<sup>19</sup>

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<sup>13</sup> Steven W. Perry, U.S. Dept of Justice, NCJ 203097, *A Bureau of Justice Statistics Statistical Profile, 1992-2002: American Indians and Crime* (2004).

<sup>14</sup> For statistics on specific groups, see American Bar Association Commission on Domestic Violence, Survey of Recent Statistics, <http://new.abanet.org/domesticviolence/Pages/Statistics.aspx>

<sup>15</sup> Note the exception to these provisions at 24 C.F.R. § 5.2005(d)(2), which states that VAWA does not limit the authority of a public housing agency (PHA), owner, or management agent to evict or terminate a tenant’s assistance if they can demonstrate an actual and imminent threat to other tenants or those employed or providing services at the property if that tenant is not terminated. However, this exception is limited by §5.2005(d)(3), which states that a PHA, owner, or management agent can terminate assistance only when there are no other actions that could reduce or eliminate the threat. Other actions include transferring the victim to different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, or developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

<sup>16</sup> 42 U.S.C. §1437d(u)(1)(A) (public housing program), 42 U.S.C. §1437f (ee) (1) (voucher programs).

<sup>17</sup> HUD Housing Notice 09-15 transmits Form HUD-91066, Certification of Domestic Violence, Dating Violence or Stalking for use by owners and management agents administering one of Multifamily Housing’s project-based Section 8 programs and Form HUD-91067, the HUD-approved Lease Addendum, for use with the applicable HUD model lease for the covered project-based Section 8 program. HUD Public and Indian Housing Notice 2006-42 transmits form HUD-50066, Certification of Domestic Violence, Dating Violence or Stalking, for use in the Public Housing Program, Housing Choice Voucher Program (including project-based vouchers), Section 8 Project-Based Certification Program, and Section 8 Moderate Rehabilitation Program. See also PIH Notice 2006-23, Implementation of the Violence Against Women and Justice Department Reauthorization Act of 2005.

<sup>18</sup> 42 U.S.C. §1437d(u)(1)(C); 42 U.S.C. § 1437f(ee)(1)(c).

<sup>19</sup> 42 U.S.C. §1437d(l)(6)(B); 42 U.S.C. § 1437f(c)(9)(C).



While VAWA provides important protections for victims of domestic violence, it is limited in scope. For example, it does not provide for damages.<sup>20</sup> In addition, VAWA does not provide an explicit private cause of action to women who are illegally evicted. Moreover, VAWA only protects women in most HUD housing (i.e. shelter, transitional housing, public housing, voucher, and Section 8 project-based programs) so domestic violence victims in private housing have no similar protection from actions taken against them based on that violence. VAWA also may not protect a woman who does not provide the requisite documentation of violence,<sup>21</sup> while a claim of discrimination under the Fair Housing Act is not dependent on compliance with the VAWA requirements. In short, when a victim is denied housing, evicted, or has her assistance terminated because she has been a victim of domestic violence, the FH Act might be implicated and we may need to investigate whether that denial is based on, for example, race or sex. This documentation is only required when there is a reasonable doubt that a domestic violence and/or sexual assault incident(s) has occurred.

## 11. Complaints

If denied an emergency transfer, participants can file a complaint by submitting a typed letter or email to the Essex County Division of Community Action Domestic Violence Liaison email: [smuslima@communityaction.essexcountynj.org](mailto:smuslima@communityaction.essexcountynj.org), or by phoning Ms. Sabriyyah Muslima, the Division's Domestic Violence Liaison, directly at 973-395-8172. The Division of Community Action will respond to said complaint within 2 business days from receipt via email, explaining that Essex County and its divisions act strictly as a liaison between the landlord and tenant and provide space for concerns brought before them to be mediated. If the concern has not been addressed and a solution provided that meets the safety needs of the tenant within 2 weeks a secondary email will be sent to both landlord and tenant to again address the need and offer a space to resolve with resources for the client.

If the agency administering the voucher and/or landlord denial is reversed, and the agency and/or landlord does not have another unit for the client to move into immediately the household will appear within the Coordinated Entry HMIS database as available to match with vacancies for which they are eligible. Regardless of VI-SPDAT score, the individual or family shall have priority over all other applicants within Coordinated Entry for rental assistance, transitional housing, and permanent supportive housing projects for which the household meets all eligibility criteria. The household shall retain their original homeless or chronically homeless status for the purposes of the transfer.

## IV. Domestic Violence, Sexual Assault, and Trafficking Provider

### Resource

Domestic violence, sexual assault, and trafficking providers are available by phone, email, and face to face interaction throughout Essex County. Providers may be notified by the tenant (victim of abuse) and/or the landlord, or social service provider assisting them to begin assessment of danger, safety planning, and housing transfer if deemed necessary.

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<sup>20</sup> Remedies available under VAWA include, for example, the traditional PIH grievance process. *See* HUD Programs: Violence Against Women Act Conforming Amendments; Final Rule, 75 Fed. Reg. 66246, 66255.

<sup>21</sup> While VAWA 2005 allows owners and PHAs to request certification of domestic violence from victims, the law also provides that owners and PHAs “[a]t their discretion . . . may provide benefits to an individual based solely on the individual’s statement or other corroborating evidence.” 42 U.S.C.A. § 1437d(u)(1)(D); 42 U.S.C.A.



Please note that the provider will maintain contact with the tenant from time of contact through housing transfer acting as an advocate for the tenant and any dependent youth. The provider will speak with the landlord and/or social service agency working with the tenant to ensure that all VAWA regulations are met, and that the safety of the tenant is accounted for. This includes contacting the landlord about all necessary safety precautions related to the tenant and abuser.

## V. Training

Training shall be provided to all Continuum of Care and Emergency Solutions Grant contracted housing providers, landlords, and developers; as well as any and all other federally and/or privately funded housing providers who wish to participate annually by the CoC designated organization. Training will be offered virtually and in person. The virtual training will consist of a recorded demonstration of the training provided in person.

Training for all Continuum of Care, Emergency Solutions Grant, and HOME providers is considered mandatory and will be recorded for the purposes of auditing to the U.S. Department of Housing and Urban Development. If a provider has participated in training, then all subsequent training will occur bi-annually and recorded for auditing purposes to the US Department of Housing and Urban Development. If there has been a change in the staffing of a Continuum of Care, Emergency Solutions Grant, HOME contracted organization as it pertains to the emergency transfer plan for domestic violence victims of said entity, the new individual must be reported to the appropriate Essex County Department of Citizen Services Division (Community Action or Housing and Community Development) and the request of a new training is required.

All training will encompass the aforementioned information, and policy as well as the following regulation, from which this policy was derived. Participation in this training will count towards membership status within the Essex County Continuum of Care (CoC)/Comprehensive Emergency Assistance System (CEAS) for membership and may directly influence scoring for application not the Continuum of Care collaborative application for funding and request for letters of support.

## Subpart L—Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

SOURCE: 81 FR 80798, Nov. 16, 2016, unless otherwise noted.

### §5.2001 Applicability.

(a) This subpart addresses the protections for victims of domestic violence, dating violence, sexual assault, or stalking who are applying for, or are the beneficiaries of, assistance under a HUD program covered by the Violence Against Women Act (VAWA), as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e *et seq.*) (“covered housing program,” as defined in §5.2003). Notwithstanding the title of the statute, protections are not limited to women but cover victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. Consistent with the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a), victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD programs must also be operated consistently with HUD’s Equal Access Rule at §5.105(a)(2), which requires that HUD-assisted and HUD-insured housing are made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status.

(b)(1) The applicable assistance provided under a covered housing program generally consists of two types of assistance (one or both may be provided): Tenant-based rental assistance, which is rental assistance that is provided to the tenant; and project-based assistance, which is assistance that attaches to the unit in which the tenant resides. For project-based assistance, the assistance may consist of such assistance as operating assistance, development assistance, and mortgage interest rate subsidy.

(2) The regulations in this subpart are supplemented by the specific regulations for the HUD-covered housing programs listed in §5.2003. The program-specific regulations address how certain VAWA requirements are to be implemented and whether they can be implemented (for example, reasonable time to establish eligibility for assistance as provided in §5.2009(b)) for the applicable covered housing program, given the statutory and regulatory framework for the program. When there is conflict between the regulations of this subpart and the program-specific regulations, the program-specific regulations govern. Where assistance is provided under more than one covered housing program and there is a conflict between VAWA protections or remedies under those programs, the individual seeking the VAWA protections or remedies may choose to use the protections or remedies under any or all of those programs, as long as the protections or remedies would be feasible and permissible under each of the program statutes.

### §5.2003 Definitions.

The definitions of *PHA*, *HUD*, *household*, and *other person under the tenant's control* are defined in subpart A of this part. As used in this subpart L:

*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: 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

- (1) 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.

*Covered housing program* consists of the following HUD programs:

- (1) Section 202 Supportive Housing for the Elderly (12 U.S.C. 1701q), with implementing regulations at 24 CFR part 891.

- (2) Section 811 Supportive Housing for Persons with Disabilities (42 U.S.C. 8013), with implementing regulations at 24 CFR part 891.

- (3) Housing Opportunities for Persons With AIDS (HOPWA) program (42 U.S.C. 12901 *et seq.*), with implementing regulations at 24 CFR part 574.

- (4) HOME Investment Partnerships (HOME) program (42 U.S.C. 12741 *et seq.*), with implementing regulations at 24 CFR part 92.

- (5) Homeless programs under title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360 *et seq.*), including the Emergency Solutions Grants program (with implementing regulations at 24 CFR part 576), the Continuum of Care program (with implementing regulations at 24 CFR part 578), and the Rural Housing Stability Assistance program (with regulations forthcoming).

- (6) Multifamily rental housing under section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)) with a below-market interest rate (BMIR) pursuant to section 221(d)(5), with implementing regulations at 24 CFR part 221.

- (7) Multifamily rental housing under section 236 of the National Housing Act (12 U.S.C. 1715z1), with implementing regulations at 24 CFR part 236.

- (8) HUD programs assisted under the United States Housing Act of 1937 (42 U.S.C. 1437 *et seq.*); specifically, public housing under section 6 of the 1937 Act (42 U.S.C. 1437d) (with regulations at 24 CFR Chapter IX), tenant-based and project-based rental assistance under section 8 of the 1937 Act (42 U.S.C. 1437f) (with regulations at 24 CFR chapters VIII and IX), and the Section 8 Moderate Rehabilitation Single Room Occupancy (with implementing regulations at 24 CFR part 882, subpart H).

- (9) The Housing Trust Fund (12 U.S.C. 4568) (with implementing regulations at 24 CFR part 93).

*Covered housing provider* refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider as set forth in part 5, subpart L. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity.

*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
  - ( ) 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.

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

#### **§5.2005 VAWA protections.**

(a) *Notification of occupancy rights under VAWA, and certification form.* (1) A covered housing provider must provide to each of its applicants and to each of its tenants the notice of occupancy rights and the certification form as described in this section:

(i) A “Notice of Occupancy Rights under the Violence Against Women Act,” as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections under this subpart, including the right to confidentiality, and any limitations on those protections; and

(ii) A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:

(A) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;

(B) States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under this subpart meets the applicable definition for such incident under §5.2003; and

(C) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.

(2) The notice required by paragraph (a)(1)(i) of this section and certification form required by paragraph (a)(1)(ii) of this section must be provided to an applicant or tenant no later than at each of the following times:

(i) At the time the applicant is denied assistance or admission under a covered housing program;

(i) At the time the individual is provided assistance or admission under the covered housing program;

(ii) With any notification of eviction or notification of termination of assistance; and

(iii) During the 12-month period following *December 16, 2016*, either during the annual recertification or lease renewal process, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

(3) The notice required by paragraph (a)(1)(i) of this section and the certification form required by paragraph (a)(1)(ii) of this section must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the *FEDERAL REGISTER* on August 16, 2000 (at 65 FR 50121)).

(4) For the Housing Choice Voucher program under 24 CFR part 982, the project-based voucher program under 24 CFR part 983, the public housing admission and occupancy requirements under 24 CFR part 960, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, as well as project-based section 8 provided in connection with housing under part 891, the HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, sexual assault, or stalking, as provided in this subpart.

(b) *Prohibited basis for denial or termination of assistance or eviction*—(1) *General*. An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

(2) *Termination on the basis of criminal activity*. A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

(i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and

(ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

(c) *Construction of lease terms and terms of assistance*. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

(1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or

(2) Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

(d) *Limitations of VAWA protections*. (1) Nothing in this section limits the authority of a covered housing provider, when notified of a court order, to comply with a court order with respect to:

(i) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or

(ii) The distribution or possession of property among members of a household.

(2) Nothing in this section limits any available authority of a covered housing provider to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the covered housing provider must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

(3) Nothing in this section limits the authority of a covered housing provider to terminate assistance to or evict a tenant under a covered housing program if the covered housing provider can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the covered housing provider would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in §5.2003.

(4) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section should be utilized by a covered housing provider 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.

(e) *Emergency transfer plan.* Each covered housing provider, as identified in the program-specific regulations for the covered housing program, shall adopt an emergency transfer plan, no later than June 14, 2017 based on HUD's model emergency transfer plan, in accordance with the following:

(1) For purposes of this section, the following definitions apply:

(i) *Internal emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.

(ii) *External emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.

(iv) *Safe unit* refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

(2) The emergency transfer plan must provide that a tenant receiving rental assistance through, or residing in a unit subsidized under, a covered housing program who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer if:

(i) The tenant expressly requests the transfer; and

(ii)(A) The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or

(B) In the case of a tenant who is a victim of sexual assault, either the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

(3) The emergency transfer plan must detail the measure of any priority given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of tenants seeking transfers and individuals seeking placement on waiting lists.

(4) The emergency transfer plan must incorporate strict confidentiality measures to ensure that the covered housing provider does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.

(5) The emergency transfer plan must allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.

(6) The emergency transfer plan must describe policies for assisting a tenant in making an internal emergency transfer under VAWA when a safe unit is not immediately available, and these policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests.

(7) The emergency transfer plan must describe reasonable efforts the covered housing provider will take to assist a tenant who wishes to make an external emergency transfer when a safe unit is not immediately available. The plan must include policies for assisting a tenant who is seeking an external emergency transfer under VAWA out of the covered housing provider's program or project, and a tenant who is seeking an external emergency transfer under VAWA into the covered housing provider's program or project. These policies may include:

(i) Arrangements, including memoranda of understanding, with other covered housing providers to facilitate moves; and

(ii) Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, or stalking.

(8) Nothing may preclude a tenant from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

(9) Where applicable, the emergency transfer plan must describe policies for a tenant who has tenant-based rental assistance and who meets the requirements of paragraph (e)(2) of this section to move quickly with that assistance.

(10) The emergency transfer plan may require documentation from a tenant seeking an emergency transfer, provided that:

(i) The tenant's submission of a written request to the covered housing provider, where the tenant certifies that they meet the criteria in paragraph (e)(2)(ii) of this section, shall be sufficient documentation of the requirements in paragraph (e)(2) of this section;

(ii) The covered housing provider may, at its discretion, ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking, in accordance with §5.2007, for which the individual is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence; and

( ) No other documentation is required to qualify the tenant for an emergency transfer.

(11) The covered housing provider must make its emergency transfer plan available upon request and, when feasible, must make its plan publicly available.

(12) The covered housing provider must keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. Requests and outcomes of such requests must be reported to HUD annually.

(13) Nothing in this paragraph (e) may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.



**§5.2007 Documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking.**

(a) *Request for documentation.* (1) Under a covered housing program, if an applicant or tenant represents to the covered housing provider that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under §5.2005, or remedies under §5.2009, the covered housing provider may request, in writing, that the applicant or tenant submit to the covered housing provider the documentation specified in paragraph (b)(1) of this section.

(2)(i) If an applicant or tenant does not provide the documentation requested under paragraph (a)(1) of this section within 14 business days after the date that the tenant receives a request in writing for such documentation from the covered housing provider, nothing in §5.2005 or §5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the covered housing provider to:

- (A) Deny admission by the applicant or tenant to the covered housing 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
- (D) Evict the tenant, or a lawful occupant that commits a violation of a lease.

(ii) A covered housing provider may, at its discretion, extend the 14-business-day deadline under paragraph (a)(2)(i) of this section.

(b) *Permissible documentation and submission requirements.* (1) In response to a written request to the applicant or tenant from the covered housing provider, as provided in paragraph (a) of this section, the applicant or tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, any one of the following forms of documentation, where it is at the discretion of the tenant or applicant which one of the following forms of documentation to submit:

- (i) The certification form described in §5.2005(a)(1)(ii); or
- (ii) A document:

(A) 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, or stalking, or the effects of abuse;

(B) Signed by the applicant or tenant; and

(C) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under §5.2003; or

(iii) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(iv) At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

(2) If a covered housing provider receives documentation under paragraph (b)(1) of this section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the covered housing provider may require an applicant or tenant to submit third-party documentation, as described in paragraphs (b)(1)(ii), (b)(1)(iii), or (b)(1)(iv) of this section, within 30 calendar days of the date of the request for the third-party documentation.

(3) Nothing in this paragraph (b) shall be construed to require a covered housing provider to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

(c) *Confidentiality.* Any information submitted to a covered housing provider under this section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the covered housing provider.

(1) The covered housing provider shall not allow any individual administering assistance on behalf of the covered housing provider or any persons within their employ (*e.g.*, contractors) or in the employ of the covered housing provider to have access to confidential information unless explicitly authorized by the covered housing provider for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

(2) The covered housing provider shall not enter confidential information described in paragraph (c) of this section into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

(i) Requested or consented to in writing by the individual in a time-limited release

(ii) Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or

(iii) Otherwise required by applicable law.

(d) A covered housing provider's compliance with the protections of §§5.2005 and 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the covered housing provider. However, nothing in this paragraph (d) of this section shall be construed to limit the liability of a covered housing provider for failure to comply with §§5.2005 and 5.2009.

#### **§5.2009 Remedies available to victims of domestic violence, dating violence, sexual assault, or stalking.**

(a) *Lease bifurcation.* (1) A covered housing provider may in accordance with paragraph (a)(2) of this section, bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

(i) Without regard to whether the household member is a signatory to the lease; and

(ii) Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

(2) A lease bifurcation, as provided in paragraph (a)(1) of this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.

(b) *Reasonable time to establish eligibility for assistance or find alternative housing following bifurcation of a lease—*(1) *Applicability.* The reasonable time to establish eligibility under a covered housing program or find alternative housing is specified in paragraph (b) of this section, or alternatively in the program-specific regulations governing the applicable covered housing program. Some covered housing programs may provide different time frames than are specified in this paragraph (b), and in such cases, the program-specific regulations govern.

(2) *Reasonable time to establish eligibility assistance or find alternative housing.* (i) If a covered housing provider exercises the option to bifurcate a lease as provided in paragraph (a) of this section, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under the covered housing program, the covered housing provider shall provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

(A) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or

(B) Establish eligibility under another covered housing program; or

(C) Find alternative housing.

(ii) The 90-calendar-day period provided by paragraph (b)(2) of this section will not be available to a remaining household member if the statutory requirements for the covered housing program prohibit it. The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations. The 90-calendar-day period is the total period provided to a remaining tenant to establish eligibility under the three options provided in paragraphs (b)(2)(i)(A), (B), and (C) of this section.

(iii) The covered housing provider may extend the 90-calendar-day period in paragraph (b)(2) of this section up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the covered program or unless the time period would extend beyond expiration of the lease.

(c) *Efforts to promote housing stability for victims of domestic violence, dating violence, sexual assault, or stalking.* Covered housing providers are encouraged to undertake whatever actions permissible and feasible under their respective programs to assist individuals residing in their units who are victims of domestic violence, dating violence, sexual assault, or stalking to remain in their units or other units under the covered housing program or other covered housing providers, and for the covered housing provider to bear the costs of any transfer, where permissible.

#### **§5.2011 Effect on other laws.**

(a) Nothing in this subpart shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

(b) All applicable fair housing and civil rights statutes and requirements apply in the implementation of VAWA requirements. See §5.105(a).

**[Insert Name of Housing Provider]<sup>1</sup>**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[insert name of program or rental assistance]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

**Protections for Applicants**

If you otherwise qualify for assistance under **[insert name of program or rental assistance]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

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The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</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.

If you are receiving assistance under [**insert name of program or rental assistance**], you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under [**insert name of program or rental assistance**] solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.



You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.



If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

**Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

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

**Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

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. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[Insert contact information for relevant local organizations]**.

For 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>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

**Attachment:** Certification form HUD-5382 **[form approved for this program to be included]**

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

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_
9. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This 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.

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is . This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286

Exp. 06/30/2017

**VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

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

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

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

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

10. ~~Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90~~ days on the premises of the property from which the victim is seeking a transfer? If yes, skip Question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit. \_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

## Organizations Providing Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

*Updated August 2021*

Protective Shelters		
Agency	Phone #	Services
Access Family Services	HOTLINE: 862-444-3126 (24 hours)	Access Family Services offers an emergency shelter for victims of domestic violence and their children, as well as programs for families in domestic violence transition.
Safe House	HOTLINE: 973-759-2154	The Safe House is an emergency shelter for victims of domestic violence and their children. The Safe House has 12 rooms and can shelter 12 women and 24 children at any one time. A 24-hour hotline is operational and 24-hour admission to the shelter is available.

Other Resources			
Agency	Phone #973	Contact Person / Direct Extension	Services
The Sanar Institute	(973) 624-5454	Sarah Lott (973) 624-5400	Resiliency Program (Domestic Violence services) & Trafficking Victims Assistance Program (TVAP)
My Sister's Lighthouse Resource Center Inc.	646-327-5435	Jacqueline Limehouse	Education, counseling
Shani Baraka Women's Resource Center	973-757-7377		<ul style="list-style-type: none"> <li>- Newark Police Domestic Violence Response Team.</li> <li>- Counseling, Reporting, and advocacy services</li> <li>- Referrals for medical attention and emergency shelter</li> <li>- Support groups and family counseling</li> </ul>
Outrageous Outreach Ministry	973-733-2272 or 1-202-289-6941	Pastor Jerri Lee-Mitchell	Outreach, Counseling, Support Groups, Education
NJ-211	2-1-1	Call Center	Resource for all sheltering, medical, trauma, and local human services needs.