

3.0 VIOLENCE AGAINST WOMEN ACT

Violence Against Women Reauthorization Act of 2013 (VAWA), signed into law January 5, 2014, establishes the rights of victims of domestic violence, dating violence, sexual assault and stalking, living in federally funded housing.

1. The Violence Against Women Reauthorization Act of 2013 applies to both men and women equally.
2. The KCHA must keep information regarding Victims of Domestic Violence, Sexual Violence, Dating Violence, Sexual Assault or Stalking confidential and in accordance with Privacy Laws:
 - a. Any VAWA documentation provided shall not be entered into any shared database.
 - b. Employees and/or property management will not have access to VAWA documentation unless explicitly authorized.
 - c. The KCHA shall not disclose VAWA documentation to any other entities or outside agencies unless the disclosure of the documentation is:
 - i. Requested or consented to by the individual, in writing, who is requesting VAWA protections; or
 - ii. Required for use in an eviction proceeding; or
 - iii. Otherwise required by applicable law.
3. Documenting Domestic Violence, Sexual Violence, Dating Violence, Sexual Assault or Stalking
 - a. To provide a resident or applicant who is a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking the considerations outlined in this ACOP and Lease, the victim must document, that the resident or applicant is indeed a victim. The Property Manager and/or the KCHA shall verify all the information given to them regarding the above.
 - b. A victim may submit evidence to document domestic violence, sexual violence, dating violence, sexual assault or stalking. However, depending on the arrangements and/or modification requested, different types of documented evidence may be required. Documentation that may be requested, includes but is not limited to:
 - i. The HUD-approved certification form signed by the resident or applicant;
 - ii. A certified statement from an employee, agent, or volunteer of a victim services provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, sexual violence, dating violence, sexual assault or stalking;

- iii. A Federal, state, or local police report;
 - iv. A current Order of Protection;
 - v. A letter(s) from administrative agencies and/or mental health professionals, from whom the victim has sought assistance.
- 4. The KCHA may remove a household member from a lease without regard to whether the household member is a signatory to the lease (through lease bifurcation), in order to evict or terminate occupancy rights of any tenant or lawful occupant who engages in criminal acts of physical violence against other authorized household members without evicting or terminating the occupancy rights of the victim of such violence.
- 5. The VAWA Final Rule revises the requirements for notice of VAWA rights at 24 CFR 5.2005(a). The Knox County Housing Authority will provide this Notice of Occupancy Rights at the following points:
 - a. Applicants
 - i. At the time the individual is provided assistance or admission
 - ii. At the time the applicant is denied assistance or admission.
 - b. Tenants/Participants
 - i. With any PHA notification of eviction or termination of assistance;
 - ii. By December 16, 2017, either during the PHA annual recertification or lease renewal process (as applicable). If there will be no recertification or lease renewal during the first year, through other means within the first year as determined by the PHA.
- 6. CERTIFICATION AND CONFIDENTIALITY
 - a. HUD Approved Certification
 - i. For each incident that a person is claiming is abuse, except as provided in below, the person shall certify to KCHA their victim status by completing a HUD approved certification form (HUD 5382).
 - ii. The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy.
 - iii. Unless to do so would be unsafe to provide or the name of the perpetrator is unknown to the victim, the person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information. KCHA will not make contact with the perpetrator if doing so would create a risk of harm to the person claiming abuse.

- iv. If there is reason to believe that the certification is incomplete or inaccurate, KCHA may require additional documentation of the incident. Such documentation shall not place the victim in any danger. KCHA shall work with the victim to identify appropriate sources of documentation.
- b. Other Certification: A person who is claiming victim status may provide to KCHA, an owner or manager the following certification instead of the HUD-approved certification:
 - i. Documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, a social service provider, domestic violence shelter staff, school personnel, an attorney, or a medical professional, including social workers, psychologists, and mental health providers, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or
 - ii. A federal, state, tribal, territorial, local police or court record.
 - iii. If the victim elects to provide other certification, either that certification or the victim must provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information unless to do so would be unsafe to provide or the name of the perpetrator is unknown.
- c. Failure to Provide Certification
 - i. The person shall provide complete and accurate certifications to KCHA within fourteen (14) business days after the party requests in writing that the person completes the certifications. KCHA shall allow reasonable extensions, as determined by KCHA, for submission of certifications for good cause shown.
 - ii. If the person does not provide a complete and accurate certification within the 14 business days, or any KCHA-approved extension, KCHA, the owner or manager may take action to deny or terminate participation or tenancy.
- d. Confidentiality: KCHA, the owner and manager shall keep all information provided to KCHA under this Section confidential. KCHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:
 - i. The victim requests or consents to the disclosure in writing;

- ii. The disclosure is required for:
 - 1. Eviction from public housing.
 - 2. Applicable law requires the disclosure.
- 7. APPROPRIATE BASIS FOR DENIAL OF ADMISSION OR TENANCY
 - a. KCHA shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission or assistance.
 - b. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking and/or any behavior engaged in by a perpetrator directly related to such incidents will not be a serious or repeated violation of the lease by victim and shall not be good cause for denying to a victim admission to a program, terminating occupancy rights, or evicting a tenant.
 - c. Where KCHA receives adverse information about an applicant or applicant's household member(s) and the applicant is a victim of domestic violence, KCHA shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If KCHA determines that there is such a connection, then KCHA shall disregard the adverse information (provided that the perpetrator will not be part of the applicant household).
 - d. KCHA shall not require a particular landlord reference or other information, where obtaining such a reference or information will place the applicant, or a member of the applicant's household, at increased risk of harm. In this instance, KCHA shall allow reasonable alternative forms of verification as determined by KCHA, and shall not ask the applicant to obtain documents not reasonably obtainable, as determined by KCHA. KCHA shall, in appropriate instances, permit the applicant to provide photocopies of original documents where originals cannot be obtained due to the actions of the perpetrator.
 - e. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's resident household or any guest or other person under the tenant's control shall not be cause for termination of tenancy, or occupancy rights if the tenant or an affiliated individual is the victim of that domestic violence, dating violence, sexual assault or stalking.
 - f. KCHA may bifurcate a lease to evict any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, or otherwise penalizing the victim of the violence who is also a tenant or affiliated individual.

- g. If a tenant who is evicted in accordance with this policy was the sole tenant eligible to receive assistance, any remaining tenant or affiliated individual will be provided an opportunity to establish eligibility, in accordance with the requirements of the Plan pertaining to eligibility for continued occupancy. If no tenant or affiliated individual is eligible, a reasonable time, as defined by HUD, to find new housing or to establish eligibility for another covered housing program (as defined in VAWA) will be provided to the remaining tenant or affiliated individual.
- h. Nothing in this policy shall limit the authority of KCHA, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the resident household members when the family breaks up.
 - i. Nothing in this policy limits KCHA's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's resident household. However, KCHA may not hold a victim to a more demanding standard.
 - ii. Nothing in this policy limits KCHA's authority to evict or terminate assistance, or deny admission to a program if KCHA can show an actual and imminent threat to other resident households, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
 - iii. Nothing in this policy limits KCHA's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence, sexual assault or stalking against family members or others.
 - iv. A resident household may request a transfer in accordance with KCHA's Transfer Policy to protect their health or safety if the resident household meets the following criteria:
 - 1. Is a victim under this Policy;
 - a. For a victim of sexual assault, the incident occurred within the ninety (90) days preceding the date of the request for transfer;
 - 2. Reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the apartment; and
 - 3. Has complied with all other obligations of the program;
 - 4. The determination of eligibility for the transfer will be made by the Property Manager or his/her designee;

5. A household found to meet the above criteria may be permitted to transfer to another KCHA unit, receive a Section 8 voucher and stay in Knox County or move to another Section 8 jurisdiction, provided that the transfer will ameliorate the risk to the health and safety of the victim.

8. ACTIONS AGAINST PERPETRATORS

- a. KCHA may evict, or deny admission to a program or bar a perpetrator from its property under this Policy.
- b. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault or stalking. Steps taken shall be reasonable to circumstances of each case, and shall not create a risk of harm to the victim. The action may include but is not limited to:
 - i. Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
 - ii. Obtaining and enforcing an order barring the perpetrator from the property;
- c. Enforcing KCHA or law enforcement's order barring the perpetrator from the property;
- d. Preventing the delivery of the perpetrator's mail to the victim's unit;
- e. Other reasonable measures.
- f. KCHA shall take measures to protect the confidentiality of a victim's tenant file from disclosure to a perpetrator after the perpetrator has been removed from the household.

9. NOTICE TO APPLICANTS AND RESIDENT HOUSEHOLDS

- a. KCHA shall provide notice to applicants and, resident households, of their rights and obligations under VAWA and this Policy upon denial of residency in a dwelling unit, at the time the individual is admitted to a dwelling unit, with any notification of eviction or notification of termination of assistance, and in multiple languages in accordance with KCHA Language Assistance Plan, in a form developed by HUD, and including a HUD Certification Form as described in Section C above.
- b. Such notice shall include the duty of KCHA to consider mitigating circumstances and to request a reasonable accommodation under KCHA's Reasonable Accommodation Policy.

10. REPORTING REQUIREMENTS

- a. KCHA shall include in its Annual Plan, a statement of goals, objectives, policies or programs that will serve the needs of victims.
- b. KCHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service

providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

11. CONFLICT AND SCOPE This Policy does not enlarge KCHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance shall control. If this Policy conflicts with another KCHA policy, this Policy will control.