



Wake County Continuum of Care (NC-507) Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

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Section 1. Emergency Transfers

The Wake Continuum of Care (Wake CoC) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ all housing providers in the Wake CoC must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of a housing provider in the Wake CoC 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, dating violence, sexual assault, or stalking, and on whether the Wake CoC has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Wake CoC and all participating housing providers are in compliance with VAWA.

Internal transfer: An internal transfer is a transfer within the same single or scattered site property in which the tenant requesting the transfer resides. The transfer can be performed without the tenant reapplying for housing assistance.

External transfer: An external emergency transfer refers to a tenant's physical move out of the property in which he or she resides or out of a form of assistance, where the tenant would be categorized as a new applicant. For example, a move from Property A to Property B is an external transfer – this also means that the household goes from being a tenant at Property A to an applicant at Property B.

Safe unit: A victim determines whether the unit is safe.

Section 2. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant is

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, economic abuse, technological abuse, and stalking, regardless of sex, gender identity, or sexual orientation.

² 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.

also eligible for an emergency transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

A request does not guarantee continued assistance or an external transfer to other HUD housing.

Section 3. Notice of occupancy rights under VAWA and certification form

All housing providers in the Wake CoC must provide all tenants with the Notice of Occupancy Rights Under VAWA (see Appendix IV) and the VAWA Certification Form (see Appendix III) to document an incident of domestic violence, dating violence, sexual assault, or stalking.

The Notice of Occupancy Rights Under VAWA must be provided to applicants by housing providers:

- 1) At the time they are denied assistance or admission to the housing program; or
- 2) At the time they are admitted into or provided assistance by the housing program.

The Notice of Occupancy Rights Under VAWA must be provided to current tenants by housing providers:

- 1) Immediately to all current tenants if they have not already received the Notice of Occupancy Rights Under VAWA; and
- 2) With any notification of eviction or termination of assistance.

Section 4. Emergency Transfer Request Documentation

Every housing provider in the Wake CoC must have a procedure that complies with a requirement in this plan to request an emergency transfer. Housing providers' emergency transfer procedures must be written into their policies and procedures and housing providers must inform all tenants of their ability to request an emergency transfer and the documentation that is required. A model procedure is in Appendix VI.

Housing providers do not have to require third-party documentation of incidents of domestic violence, dating violence, sexual assault, or stalking, to approve an emergency transfer, but housing providers may require certain documents. To request an emergency transfer, the tenant shall notify their housing provider's management office and submit a written request for a transfer, if required. All housing providers will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the housing program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

If a housing provider requires written third-party documentation to approve an emergency transfer, they must allow a tenant to use any of the following forms of documentation to certify their need for an emergency transfer:

- A complete VAWA certification form from Appendix III of this document;
- 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;
- A statement, signed by the tenant, 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 the tenant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional 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; or
- Housing providers may also choose to accept other forms of documentation, as long as they also accept the three forms of documentation above.

Housing providers cannot require tenants to submit more than one form of documentation.

If a housing provider receives documentation 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 housing provider may require an applicant or tenant to submit third-party documentation, as described above, within 30 calendar days of the date of the request for the third-party documentation.

Section 5. Confidentiality

Any housing provider that receives a request for an emergency transfer will keep confidential any information that the tenant submits in requesting an emergency transfer and information about the emergency transfer. The housing provider may only release information about the emergency transfer. The tenant gives written permission to release the information on a time limited basis;

- Disclosure of the information is required by law; or

- Disclosure of the information is required by a court or official court documents for use in an eviction proceeding or required by federal, state, or local law or regulation for hearings regarding termination of assistance from the covered program.

If a tenant gives written permission to share information on a time limited basis with one or more agencies in the Wake CoC, those agencies will also keep all information regarding the transfer strictly confidential.

See the Notice of Occupancy Rights under the Violence Against Women Act (Appendix IV of this document) for more information about housing providers' responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Section 6. Emergency Transfer Timing and Availability

The Wake CoC cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. All housing providers will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. 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. It is recommended that this policy be clearly stated in the plan. A housing provider may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the tenant's current housing provider has no safe and available units for which a tenant who needs an emergency transfer is eligible, their housing provider, By-name List Coordinator and the Housing Navigation Unit will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. The original housing provider is responsible for ensuring the emergency transfer is completed quickly and safely.

Tenants who qualify for an emergency transfer but a safe unit is not immediately available for an emergency transfer with their current agency, shall have priority over all other applicants for rapid rehousing, transitional housing, permanent supportive housing, and other rental assistance projects in the CoC provided that: the individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and the individual or family meets any additional criteria or preferences established in accordance with § 578.93(b)(1), (4), (6), or (7). 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.

With the tenant's approval, the housing provider and the Access Hub will also assist

tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

If a tenant receives tenant-based rental assistance and is approved for an emergency transfer as outlined in this policy, they may move out of the CoC's catchment area using their current assistance, as long as the housing provider can still meet all statutory requirements, including participating in HMIS, ensuring the housing meets quality standards, and ensuring the educational needs of children are met. As outlined in [HUD's mobility amendment](#) to the CoC interim rule, regulatory requirements would be waived.

Section 7. Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking by county in Wake County, visit <https://interactofwake.org/resources/> and <http://interactofwake.wpengine.com/get-help/>.

Section 8. Prohibited basis for denial or termination of assistance or eviction

An applicant for assistance or tenant assisted by a housing program in the Wake CoC may not be denied admission to, denied assistance under, terminated from participation in, or evicted from 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.

A tenant, or an affiliated individual of the tenant, who is a victim or threatened victim of domestic violence, dating violence, sexual assault or stalking, and resides in a housing program in the Wake CoC, 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 that 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.

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or
- Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

Section 8. Lease bifurcation

In order to effect an emergency transfer, households may bifurcate a lease to 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, without evicting or terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

If a 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 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.

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 program or unless the time period would extend beyond expiration of the lease.

If the victim of domestic violence, dating violence, sexual assault, or stalking receives tenant-based rental assistance and chooses to move to a new unit in order to effect an emergency transfer, the remaining family members may remain in the original unit as long as they had not violated the terms of the lease by engaging in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. Household members remaining in the unit may continue to receive assistance if they were eligible for assistance prior to moving into the unit. Household members may have 90 days to establish this eligibility.

Section 9. Leases, sub-leases, and occupancy agreements

Any lease, sub-lease, or other occupancy agreement between a tenant and a housing provider in the Wake CoC must permit the program participant to terminate the lease, sublease, or occupancy agreement without penalty if the housing provider determines that the program participant qualifies for an emergency transfer under this emergency transfer plan.

Housing providers that operate tenant-based rental assistance must enter into a contract with the owner or landlord of the housing that requires the owner or landlord of the housing to comply with all provisions of VAWA regulations under 24 CFR part 5, subpart L and requires the owner or landlord of the housing to include a lease provision that:

- Includes the prohibited bases for eviction under Section 8 of this plan; and
- If the tenant is approved for an emergency transfer by the housing provider, allows the tenant to bifurcate the lease under Section 9 of this plan or terminate the lease under Section 10

without penalty if either action is necessary to affect the emergency transfer.

- Landlords may use HUD's VAWA Lease Addendum if their current lease does not comply with VAWA regulations. HUD's VAWA Lease Addendum is in [Appendix V](#).

The lease may specify that the protections under 24 CFR part 5, subpart L and above, only apply while the program participant receives tenant-based rental assistance under the Continuum of Care Program.

Section 10. Record-keeping

All providers in the Wake CoC must keep confidential records of all emergency transfers requested and the outcomes of such requests. Providers must retain these records for three years.

Appendix I: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

For a list of resources and assistance to victims of domestic violence, dating violence, sexual assault, or stalking by county in Wake County, visit <https://interactofwake.org/resources/> and <http://interactofwake.wpengine.com/get-help/>.

Appendix II: Covered Housing Programs

The following programs are subject to the requirements of the VAWA 2013 and 24 CFR Part 5, Subpart L – Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

Covered housing programs consist 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. 12901et seq.), with implementing regulations at 24 CFR part 574.
4. HOME Investment Partnerships (HOME) program (42 U.S.C. 12741et 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. 11360et 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).
7. 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.
9. Multifamily rental housing under section 236 of the National Housing Act (12 U.S.C. 1715z-1), with implementing regulations at 24 CFR part 236.
10. HUD programs assisted under the United States Housing Act of 1937 (42 U.S.C. 1437et 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).
11. The Housing Trust Fund (12 U.S.C. 4568) (with implementing regulations at 24 CFR part 93).

Appendix III: HUD-Approved certification form

Agencies must provide this form to tenants to help them certify eligibility for an emergency transfer: <https://www.hud.gov/sites/documents/5382.docx>. See Section 4 of this document for more information about documentation.

**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. | Page



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): _____

10. Location of incident(s): _____

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

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.

Appendix IV: Notice of occupancy rights under VAWA

All housing providers must provide this notice to all tenants and potential tenants:

<https://www.hud.gov/sites/documents/5380.docx>. See Section 3 of this document for more information about when to provide this notice to tenants.

**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): _____

10. Location of incident(s): _____

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

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.



Appendix V: HUD-Approved VAWA Lease Addendum

All landlords receiving HUD funds must comply with all provisions of VAWA regulations under 24 CFR part 5, subpart L. The VAWA Lease Addendum adds the required regulations to the landlords current lease if they do not have the language in their standard lease:

<https://www.hud.gov/sites/documents/91067.doc>

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

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.

1. 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.
2. 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

Appendix VI: Model housing provider emergency transfer plan

All housing providers in the Wake CoC must complete the following emergency transfer plan, include it in their written policies and procedures, and alert all tenants of their ability to receive an emergency transfer.

Emergency Transfers

Insert housing provider is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),³ **Insert housing provider** allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of **Housing Provider** to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the **[housing provider]** or its partners have another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

³ 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.

⁴ 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.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **[housing provider]** is in compliance with VAWA.

Verbal explanation

[insert appropriate staff title] will explain the contents of this emergency transfer plan and any associated documents, including the HUD-approved Notice of Occupancy Rights under VAWA and the VAWA certification form, to all tenants and potential tenants:

1. At the time they are denied assistance or admission to the **[housing program]**;
2. At the time they are admitted into or provided assistance by the **[housing program]**;
3. Immediately to all current tenants if they have not already received the Notice of Occupancy Rights Under VAWA; and
4. With any notification of eviction or termination of assistance.

Eligibility for Emergency Transfers

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

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Notice of occupancy rights under VAWA and certification form

[Housing provider] will provide all tenants with the HUD-approved Notice of Occupancy Rights Under VAWA. The Notice of Occupancy Rights Under VAWA will be provided to applicants:

1. At the time they are denied assistance or admission to the **[housing program]**, or
2. At the time they are admitted into or provided assistance by the **[housing program]**.

The Notice of Occupancy Rights Under VAWA will be provided to current tenants:



1. Immediately to all current tenants if they have not already received the Notice of Occupancy Rights Under VAWA, and
2. With any notification of eviction or termination of assistance.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify **[housing provider]’s** management office at **[insert address, phone number, and email for management office]** or notify their case manager or other appropriate staff person and submit a written request for a transfer. **[Insert appropriate staff title]** will assist submitting documentation.

[Housing provider] will provide reasonable accommodations to this policy for individuals with disabilities.

If required, the tenant’s written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the housing program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

Acceptable written forms of third-party documentation include: **[this list is optional – providers may choose not to require any documentation]**

- A complete HUD-approved VAWA Certification Form that was provided to the tenant;
- 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;
- A statement, signed by the tenant, 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 the tenant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional 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; or **[Insert any other forms of documentation you will accept. Any documentation is acceptable, or housing providers may choose not to require third-party documentation at all.]**

Tenants need to only submit one form of documentation.

[Insert appropriate staff member title here] will provide all tenants and potential tenants with the HUD-approved VAWA Certification Form and **[insert any other forms you create as documentation for emergency transfers]**.

If **[housing provider]** receives documentation 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), **[housing provider]** may require an applicant or tenant to submit third-party documentation, as described above, within 30 calendar days of the date of the request for the third-party documentation.

Confidentiality

[Housing provider] will keep confidential any information that a tenant submits in requesting an emergency transfer and information about the emergency transfer. **[Housing provider]** only release information about the emergency transfer if:

- The tenant gives written permission to release the information on a time limited basis;
- Disclosure of the information is required by law; or
- Disclosure of the information is required by a court or official court documents for use in an eviction proceeding or required by federal, state, or local law or regulation for hearings regarding termination of assistance from the covered program.

[Housing provider] will pay special attention to keeping confidential the new location of the dwelling unit of the tenant

See the Notice of Occupancy Rights under the Violence Against Women Act (Appendix IV of this document) for more information about housing providers' responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

[Housing provider] cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. **[Housing provider]** will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. 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. It is recommended that this policy be clearly stated in the plan. **[Housing provider]** may be unable to transfer a tenant to a

particular unit if the tenant has not or cannot establish eligibility for that unit.

***only complete if you operate a RRH or PSH program with tenant-based rental assistance** If a tenant receives tenant-based rental assistance and moving with that rental assistance would be safe for the tenant, [housing provider] will provide the same housing search assistance it provides to new tenants. [housing provider] will:*

[insert housing search procedures for here]

*If a tenant is approved for an emergency transfer as outlined in this policy, they may move out of the Wake CoC's catchment area and out of **[housing provider's]** catchment area using their current assistance, as long as **[housing provider]** can still meet all statutory requirements, including participating in HMIS, ensuring the housing meets quality standards, and ensuring the educational needs of children are met.***

If **[housing provider]** has no safe and available units for which a tenant who needs an emergency transfer is eligible, **[housing provider]** will work with the By-name List Coordinator and the Housing Navigation Unit to assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.

Tenants who qualify for an emergency transfer, but a safe unit is not immediately available for an internal emergency transfer, shall have priority over all other applicants to **[housing program]** provided that: the individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and the individual or family **[insert any program preferences]**. The individual or family shall not be required to meet any other eligibility criteria or preferences for the project.

[Housing provider] will also give priority to applicants that need emergency transfers from other programs, subject to the same requirements in the paragraph above.

At the tenant's request, **[housing provider]** will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking, including Interact of Wake County, visit <https://interactofwake.org/resources/> and <http://interactofwake.wpengine.com/get-help/>.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or **[insert local domestic violence shelters and other local victim service providers here]** for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224

(TTY). **[Insert appropriate staff title]** will assist tenants to contact any safety resources if requested.

Tenants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking by county in Wake County, visit <https://interactofwake.org/resources/> and <http://interactofwake.wpengine.com/get-help/>.

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>.

Prohibited basis for denial or termination of assistance or eviction

An applicant for assistance or tenant assisted by **[housing program]** will not be denied admission to, denied assistance under, terminated from participation in, or evicted from 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.

A tenant, or an affiliated individual of the tenant, in **[housing program]** who is a victim or threatened victim of domestic violence, dating violence, sexual assault or stalking, will 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 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.

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or
- Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

Lease bifurcation

In order to effect an emergency transfer, households may bifurcate a lease to 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, without evicting terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

If a **[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.

[Housing provider] may extend the 90-calendar-day period 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.

If the victim of domestic violence, dating violence, sexual assault, or stalking receives tenant-based rental assistance and chooses to move to a new unit in order to effect an emergency transfer, the remaining family members may remain in the original unit as long as they had not violated the terms of the lease by engaging in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. Household members remaining in the unit may continue to receive assistance if they were eligible for assistance prior to moving into the unit. Household members may have 90 days to establish this eligibility.

Leases, sub-leases, and occupancy agreements

Any lease, sub-lease, or other occupancy agreement between a tenant and **[housing provider]** will permit the program participant to terminate the lease, sublease, or occupancy agreement without penalty if the housing provider determines that the program participant qualifies for an emergency transfer under this emergency transfer plan.

*****Only complete if you operate tenant based rental assistance** For tenants with tenant-based rental assistance, [housing provider] will enter into a contract with the tenant's owner or landlord that requires the owner or landlord to comply with all provisions of VAWA regulations under 24 CFR part 5, subpart L and requires the owner or landlord of the housing to include a lease provision that:***

- *Includes the prohibited bases for eviction under Section 8 of this plan; and*

Click or tap here to enter text. If the tenant is approved for an emergency transfer by the housing provider, allows the tenant to bifurcate the lease under Section 9 of the Wake CoC's Emergency Transfer Plan or terminate the lease under Section 10 of the Wake CoC's Emergency Transfer Plan without penalty if either action is necessary to effect the emergency transfer If the tenant is approved for an emergency transfer by

the housing provider, allows the tenant to bifurcate the lease under Section 9 of the Wake CoC's Emergency Transfer Plan or terminate the lease under Section 10 of the Wake CoC's Emergency Transfer Plan without penalty if either action is necessary to effect the emergency transfer.



*The lease may specify that the protections under 24 CFR part 5, subpart L and above, only apply while the program participant receives tenant-based rental assistance under the Continuum of Care Program.***

Record-keeping

[Housing provider] will keep confidential records of all emergency transfers requested and the outcomes of such requests for three years.

Appendix VII: Expanded Definition under VAWA 2022 -Addendum

Per the U.S. Department of Housing and Urban Development (HUD) – Housing Provisions of the Violence Against Women Act Reauthorization Act of 2022, key changes to HUD’s 2013 VAWA defining terms were amended. *VAWA 2022, added to and expanded but did not replace, the existing VAWA housing protections afforded survivors. Therefore, covered housing providers administering housing programs must continue to provide and expand VAWA protections consistent with the current law. HUD Rulemaking is necessary to require Emergency Solutions Grants (ESG) recipients and subrecipients, Continuums of Care (CoC), and CoC Program grantees to make corresponding changes to the applicable written standards, coordinated entry policies, and documentation policies used to qualify individual and families as homeless under the CoC and ESG Programs. However, because HUD must recognize families and individuals who meet the new statutory criteria of ‘homeless’ effective October 1, 2022, CoCs may adopt the new expanded definition prior to HUD rulemaking, to reflect the new statutory criteria.*

Definitions: For purposes of VAWA grants, VAWA 2022 revises the definition of “domestic violence” and adds the definitions of “economic abuse” and “technological abuse.” HUD interprets its current regulatory definitions of “domestic violence” and “stalking” to include what is covered in these revised and new statutory definitions. Therefore, covered housing providers are advised to apply HUD’s VAWA requirements in a manner consistent with the following definitions.

The statutory definitions are as follows:

“DOMESTIC VIOLENCE. —The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who— (A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim; (B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (C) shares a child in common with the victim; or (D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.” (34 U.S.C. 12291(a)(12))

“ECONOMIC ABUSE.—The term ‘economic abuse’, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—(A) restrict a person’s access to money, assets, credit, or financial information; (B) unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or (C) exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.” 34 U.S.C. 12291(a)(13)

“TECHNOLOGICAL ABUSE—The term ‘technological abuse’ means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.” 34 U.S.C. 12291(a)(40)