# CAMBRIDGE HOUSING AUTHORITY

# VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

## REGARDING DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

# Table of Contents


A. PURPOSE ..... 3

B. MISSION STATEMENT ..... 3

C. DEFINITIONS ..... 3

D. CERTIFICATION AND CONFIDENTIALITY ..... 5

E. APPROPRIATE BASIS FOR DENIAL OF ADMISSION OR TENANCY ..... 7

F. ACTIONS AGAINST PERPETRATORS ..... 10

G. PROHIBITION AGAINST RETALIATION ..... 11

H. NOTICE TO APPLICANTS AND RESIDENT HOUSEHOLDS ..... 11

I. REPORTING REQUIREMENTS ..... 11

J. COMPLAINT PROCESS ..... 12

K. CONFLICT AND SCOPE ..... 12

## A. PURPOSE

1. The purpose of this Policy is to reduce domestic violence, dating violence, sexual assault and stalking and to prevent homelessness by:
    a. Protecting the safety of victims;
    b. Creating long-term housing solutions for victims;
    c. Building collaborations among victim service providers; and
    d. Assisting Cambridge Housing Authority ("CHA") to respond appropriately to the violence while maintaining a safe environment for CHA, employees, resident households, applicant households and others.
2. The Policy will assist CHA in providing rights under the Violence Against Women Act ("VAWA") to its applicant households and all program participants.
3. This Policy applies to all applicants and program participants in all Cambridge Housing Authority ("CHA") programs.

## B. MISSION STATEMENT

CHA's policy is to comply with the 2005 VAWA Pub. L. 109-162, as amended by VAWA 2022 (The Violence Against Women Reauthorization Act of 2022, Pub. L. 117-103); CHA shall not discriminate against an applicant or other program participant on the basis of the rights or privileges provided under the VAWA Policy.

## C. DEFINITIONS

The definitions in this Section apply only to this Policy.

1. Confidentiality: CHA will not enter information provided to CHA under this policy into a shared database or provide this information to any related entity except as stated in D.4., below.
2. Dating Violence: Violence committed by a person:
    a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; 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.

3. Domestic Violence: 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 Massachusetts, 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.

4. Affiliated Individual: A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other individual, tenant, or lawful occupant living in the resident household of that individual.

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

6. Self-Petitioner: a person who is not a US citizen who has "self-petitioned" for immigrant classification with the U.S. Citizenship and Immigration Services as a victim of "battery or extreme cruelty" where the *perpetrator* is: (1) the person's spouse, parent, stepparent, or adult child, and (2) is a U.S. citizen or lawful permanent resident. VAWA covers the following types of battery or extreme cruelty: domestic violence, dating violence, sexual assault, and stalking. When applying for housing assistance or continued assistance on their own behalf, VAWA self-petitioners may indicate they are in "satisfactory immigration status."

7. Sexual Assault: Any nonconsensual sexual act proscribed by Federal, tribal, or State law,

including when the victim lacks capacity to consent.

8. Stalking: Includes the following:
    a. To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim;
    b. To place under surveillance with the intent to kill, injure, harass or intimidate the victim;
    c. In the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or
    d. To cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim.

9. Victim: A person who is the victim of domestic violence, dating violence, sexual assault or stalking under this Policy and who has timely and completely completed the certification under Section D or as requested by CHA.

**D. CERTIFICATION AND CONFIDENTIALITY**

1. HUD Approved Certification
    a. For each incident that a person is claiming is abuse, except as provided in Section C.2. below, the person shall certify to CHA, owner or manager their victim status by completing a HUD approved certification form.
    b. 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.
    c. 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. CHA will not make contact with the perpetrator if doing so would create a risk of harm to the person claiming abuse.

d. If there is reason to believe that the certification is incomplete or inaccurate, CHA may require additional documentation of the incident. Such documentation shall not place the victim in any danger. CHA shall work with the victim to identify appropriate sources of documentation.

2. Other Certification: A person who is claiming victim status may provide to CHA, an owner or manager the following certification instead of the HUD-approved certification:
    a. 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
    b. A federal, state, tribal, territorial, local police or court record.
    c. 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.

3. Failure to Provide Certification: The person shall provide complete and accurate certifications to CHA, owner or manager within fourteen (14) business days after the party requests in writing that the person completes the certifications. CHA shall allow reasonable extensions, as determined by CHA, for submission of certifications for good cause shown.

    If the person does not provide a complete and accurate certification within the 14 business days, or any CHA-approved extension, CHA, the owner or manager may take action to deny or terminate participation or tenancy.

4. Confidentiality: CHA, the owner and manager shall keep all information provided to CHA under this Section confidential. CHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:
    a. The victim requests or consents to the disclosure in writing;
    b. The disclosure is required for:
        i. Eviction from public housing.
        ii. Termination of Section 8 assistance; or
        iii. Applicable law requires the disclosure.

## E. APPROPRIATE BASIS FOR DENIAL OF ADMISSION OR TENANCY

1. CHA 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.

2. An incident or incidents of, or directly related to, 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.

3. Where CHA receives adverse information about an applicant or applicant's household member(s) and the applicant is a victim of domestic violence, CHA 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 CHA determines that there is such a connection, then CHA shall disregard the adverse information (provided that the perpetrator will not be part of the applicant household).

4. Landlords, homeowners, tenants, residents, occupants, and guests of, and applicants, for housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or

otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by CHA. Prohibited penalties under this paragraph include:

a. Actual or threatened assessment of monetary or criminal penalties, fines, or fees;
b. Actual or threatened eviction;
c. Actual or threatened refusal to rent or renew tenancy;
d. Actual or threatened refusal to issue an occupancy permit or landlord permit; and
e. Actual or threatened closure of the property, or designation of the property as a nuisance of similarly negative designation.

5. CHA 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, CHA shall allow reasonable alternative forms of verification as determined by CHA and shall not ask the applicant to obtain documents not reasonably obtainable, as determined by CHA. CHA 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.

6. 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.

7. Notwithstanding Sections E.1., E.2., and E.5., above, CHA 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.

If a tenant who is evicted 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, the remaining tenant or affiliated individual will be provided a reasonable time, as defined by HUD, to find new housing or to establish eligibility for another covered housing program (as defined in VAWA).

8. Nothing in Sections E.1., E.2., and E.5., above shall limit the authority of CHA, an owner, or a manager 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.

9. Nothing in Sections E.1., E.2., and E.5., above limits CHA's authority:
    a. 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 CHA, an owner, or a manager may not hold a victim to a more demanding standard.
    b. To evict or terminate assistance, or deny admission to a program if CHA, an owner, or a manager 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.
    c. 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.

10. A resident household may request a transfer in accordance with CHA's Transfer Policy to protect their health or safety if the resident household meets the following criteria:

    a. Is a victim under this Policy: for a victim of sexual assault, the incident occurred within the ninety (90) days preceding the date of the request for transfer;
    b. Reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the apartment; and
    c. Has complied with all other obligations of the program;

The determination of eligibility for the transfer will be made by the Director of Operations or his/her designee. A household found to meet the above criteria may be permitted to transfer to another CHA unit, receive a Section 8 voucher and stay in Cambridge or move to another Section 8 jurisdiction, provided that the transfer will ameliorate the risk to the health and safety of the victim.

11. Immigration Status. When applying for housing assistance or continued assistance on their own behalf, VAWA self-petitioners may indicate they are in "satisfactory immigration status." While CHA is required to verify all noncitizen eligibility for its programs using the Department of Homeland Security's SAVE System, it cannot deny a self-petitioner's application to one of its programs until a final determination (including any appeals) of immigration status is made by U.S. Citizenship and Immigration Services. All VAWA protections apply while verification is pending, and assistance cannot be delayed, denied, reduced, or terminated based on immigration status. In addition, once CHA receives an application from a self-petitioner, it cannot request any extra information past what is required to complete its verification using SAVE.

## F. ACTIONS AGAINST PERPETRATORS

1. CHA may evict or deny admission to a program or bar a perpetrator from its property under this Policy.

2. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault or stalking. Steps taken shall be reasonable to the circumstances of each case, and shall not create a risk of harm to the victim. The action may include but is not limited to:
    a. Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
    b. Obtaining and enforcing an order barring the perpetrator from the property;
3. Enforcing CHA or law enforcement's order barring the perpetrator from the property;

4. Preventing the delivery of the perpetrator's mail to the victim's unit;

5. Providing identifying information listed in D.1.c., above; and

6. Other reasonable measures.

7. CHA 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.

**G. PROHIBITION AGAINST RETALIATION**

CHA shall not discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because that person testified, assisted, or participated in any related matter.

CHA shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under VAWA, including —

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under VAWA; and
2. Retaliating against any person because that person has participated in any investigation or action to enforce VAWA.

**H. NOTICE TO APPLICANTS AND RESIDENT HOUSEHOLDS**

CHA 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 CHA Language Assistance Plan, in a form developed by HUD, and including a HUD Certification Form as described in Section D above. Such notice shall include the duty of CHA to consider mitigating circumstances and to request a reasonable accommodation under CHA's Reasonable Accommodation Policy.

**I. REPORTING REQUIREMENTS**

CHA shall include in its Annual Plan, a statement of goals, objectives, policies or programs that will

serve the needs of victims. CHA 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.

## J. COMPLAINT PROCESS

HUD will accept complaints, investigate them, and enforce VAWA using its Fair Housing Act complaint processes. You must file a complaint within one (1) year of the alleged VAWA violation.[1] If a complaint is filed more than one (1) year after the alleged violation, the United States Office of Fair Housing and Equal Opportunity ("FHEO") may, but is not required, to investigate.

If you believe that your rights under VAWA have been, or are about to be, violated please file a VAWA complaint with the FHEO at https://www.hud.gov/fairhousing/fileacomplaint%20. The FHEO also accepts VAWA complaints via mail, email, or telephone.

## K. CONFLICT AND SCOPE

This Policy does not enlarge CHA'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 CHA policy, this Policy will control.

[1] If there is a violation that began prior to a year before the complaint is filed, but it continues into the one year time period, HUD will accept the complaint.