

## YOUR RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

To: Tenants and Applicants for HOP-funded Rental Assistance

From: \_\_\_\_\_

### SUMMARY

The Violence Against Women Act (VAWA) is a federal law that provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protects applicants and tenants receiving rental assistance under the Housing Opportunity Grant Program (HOP).

We are required to notify you of your rights under VAWA even if you never have been and never become of a victim of domestic violence, dating violence, sexual assault, or stalking.

VAWA provides three basic benefits to such victims:

- (1) protection from discrimination;
- (2) protection from eviction; and
- (3) the right to terminate your lease and transfer to another unit with continued HOP rental assistance, or to remain in a rental unit if your landlord is willing to “bifurcate” your lease (remove the perpetrator from the lease).

These protections are described in detail in this notice.

### WHAT IS THE VIOLENCE AGAINST WOMEN ACT?

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>1</sup>

The Vermont Housing Opportunity Grant Program (HOP) is funded in part by the federal Emergency Solutions Grant (ESG). The Vermont Office of Economic Opportunity (OEO) manages the HOP and ESG grants. At the local level, \_\_\_\_\_ is the subgrantee managing the HOP program. Because HOP includes some federal ESG funding, OEO,

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<sup>1</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

\_\_\_\_\_, and housing providers receiving funding from this grant source must comply with HUD laws and rules, including VAWA. This notice explains your rights under VAWA and some additional protections provided through Vermont’s HOP grant requirements.

A HUD-approved certification form is attached to this notice. You can fill out the certification form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

## **PROTECTIONS FOR APPLICANTS**

If you otherwise qualify for assistance under \_\_\_\_\_, you cannot be denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

## **PROTECTIONS FOR TENANTS**

If you receive HOP rental assistance, a HOP Lease Addendum will be added to your rental agreement with your landlord. The Addendum provides as follows:

- (1) As required by VAWA, you may not be denied rental housing, be discriminated against in the terms, conditions, or privileges of the rental of a dwelling, or be evicted from your rental housing solely because you or an affiliated individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or on the basis of criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking.<sup>2</sup>
- (2) If you qualify for protections under VAWA as a victim of domestic violence, dating violence, sexual assault, or stalking, as determined by \_\_\_\_\_, VAWA provides that your landlord may permit you to “bifurcate” your lease, *i.e.*, to terminate your original lease (that included the perpetrator) and to create a new rental agreement (without the perpetrator). If the perpetrator is unwilling to vacate the rental unit voluntarily, the landlord or person qualifying for VAWA protections must seek possession through legal process. The remaining household members retain eligibility for HOP rental assistance.

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<sup>2</sup> Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

- (3) If you qualify for protections under VAWA as a victim of domestic violence, dating violence, sexual assault, or stalking, as determined by \_\_\_\_\_, you have the right to move to another rental unit and retain your rental assistance. This is an “emergency transfer.”

## **MOVING TO ANOTHER UNIT**

Upon your request, \_\_\_\_\_ may permit you to terminate your tenancy and retain your rental assistance at an alternative rental unit through an “emergency transfer request.” In order to approve a request to move, \_\_\_\_\_ may ask you to provide documentation that you are requesting to move because of an incident of domestic violence, dating violence, sexual assault, or stalking. The three criteria for such a request are:

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

**OR**

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

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

\_\_\_\_\_’s emergency transfer plan provides further information on emergency transfers, and \_\_\_\_\_ will make a copy of its emergency transfer plan available to you if you ask to see it.

## **DOCUMENTING YOU ARE OR HAVE BEEN A VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

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

If \_\_\_\_\_ asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, you can provide any one (the choice is yours) of the following to \_\_\_\_\_:

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

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

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

## **CONFIDENTIALITY**

\_\_\_\_\_ and your landlord must keep strictly confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

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

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

- You give written permission to \_\_\_\_\_ to release the information on a time-limited basis.
- \_\_\_\_\_ needs to provide limited information to your landlord if you have asked for the landlord to bifurcate your lease and the perpetrator will not vacate voluntarily, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law or court order requires \_\_\_\_\_ to release the information.

## **REASONS A TENANT ELIGIBLE FOR RIGHTS UNDER VAWA MAY BE EVICTED OR ASSISTANCE MAY BE TERMINATED**

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking

committed against you. However, landlords cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than they apply to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

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

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

If your landlord can demonstrate the above, the landlord should only terminate your tenancy if there are no other actions that could be taken to reduce or eliminate the threat. Other actions include, but are not limited to:

- Changing the victim's locks;
- Installing basic security features (e.g., better lighting or an alarm);
- Encouraging the victim to seek an emergency transfer;
- Allowing an early lease termination;
- Allowing the victim temporary absence from the unit;
- Referring the victim to local service providers;
- Working with police and victim service providers to develop a safety plan for the property and victim.

## **OTHER LAWS**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

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

## **NON-COMPLIANCE WITH THE REQUIREMENTS OF THIS NOTICE**

You may report \_\_\_\_\_ or a landlord's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with any one of the following:

- Vermont Office of Economic Opportunity  
  
280 State Drive, NOB2 North  
Waterbury, VT 05671-1050
- Boston Regional Office of FHEO  
  
Department of Housing and Urban Development  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092
- Vermont Legal Aid, Inc.  
  
1-800-889-2047  
264 N. Winooski Ave.  
Burlington, VT 05401
- Vermont Human Rights Commission (violation of anti-discrimination protections only)  
  
1-800-416-2010  
14-16 Baldwin Street  
Montpelier, VT 05633-6301

## **FOR ADDITIONAL INFORMATION**

VAWA Rules and Regulations: You may view a copy of HUD's final VAWA rule at <https://www.congress.gov/117/plaws/publ103/PLAW-117publ103.pdf>. Additionally, PROGRAM NAME must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact \_\_\_\_\_ or Vermont Legal Aid, Inc, at 1-800-889-2047.

## **WHERE TO GET HELP**

Local agencies are available to help throughout Vermont. Please see the attached listing of member organizations of the Vermont Network.

National organizations are also available to help:

- National Domestic Violence Hotline: 1-800-799-7233 (1-800-787-3224 (TTY)).
- National Center for Victims of Crime's Stalking Resource Center:  
<https://www.victimsofcrime.org/our-programs/stalking-resource-center>.
- National Sexual Assault Hotline (RAINN): 1-800-656-4673, or visit the online hotline at <https://ohl.rainn.org/online/>.

**ATTACHMENTS:** Certification form HUD-5382  
Vermont Network Member Organizations



**AUTHORIZATION TO RELEASE INFORMATION FOR VICTIMS OF DOMESTIC  
VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

(Published 11/28/2017)

Before you authorize \_\_\_\_\_ to share any of your confidential information with another agency or person, PROGRAM staff will discuss potential risks and benefits of sharing your confidential information. If you decide you want \_\_\_\_\_ to release some of your confidential information, you can use this form to choose what is shared, how it is shared, with whom, and for how long.

**CONFIDENTIALITY PROTECTIONS FOR INFORMATION RELATED TO DOMESTIC  
VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING**

I understand that \_\_\_\_\_ has an obligation to keep my personal information, identifying information, and my records related to domestic violence, dating violence, sexual assault, or stalking confidential. This information is not entered into any shared database and is kept in a separate case file from my normal case file. \_\_\_\_\_ must not disclose, reveal, or release any personally identifying information or individual information about domestic violence, dating violence, sexual assault, or stalking, regardless of whether the information has been encoded, names have been redacted, or the information is otherwise protected.

I understand that I can choose to allow \_\_\_\_\_ to release my personal information related to domestic violence, dating violence, sexual assault, or stalking to the individuals and agencies I specify, in the form I specify, and for the period of time I identify. I understand that I do not have to sign this release form in order to obtain services from \_\_\_\_\_ and that signing this release is completely voluntary. I can also choose to allow \_\_\_\_\_ to release my other personal information, without including my personal information related to domestic violence, dating violence, sexual assault, or stalking.

If release of information is compelled by statutory or court mandate, PROGRAM shall make reasonable efforts to notify me and shall take steps necessary to protect my privacy and safety.

**AUTHORIZATION TO DISCLOSE INFORMATION**

I, \_\_\_\_\_ [NAME], born on \_\_\_\_\_ [DOB], authorize  
\_\_\_\_\_ to share the information specified below with:

Name: \_\_\_\_\_

Agency/Organization Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

The information may be shared:  in person  by phone  by fax  by mail  by e-mail<sup>1</sup>

<sup>1</sup>I understand that e-mail is not a highly secure form of communication and may be subject to “hacking” or other forms of interception by unauthorized persons. Initial here to authorize use of e-mail to share information: \_\_\_\_\_

I authorize the following information to be released:

Documents, limited to: \_\_\_\_\_

Dates of service: \_\_\_\_\_

Type(s) of service, limited to: \_\_\_\_\_

Other, limited to: \_\_\_\_\_

The purpose of this disclosure is limited to: \_\_\_\_\_

I understand that releasing this information about me could give another agency or person information about my location and would confirm that I have been receiving services from \_\_\_\_\_. I understand that \_\_\_\_\_ and I may not be able to control what happens to my information once it has been released to the above person or agency, and that the agency or person getting my information may be required by law or practice to share it with others.

Expiration: This release expires on \_\_\_\_\_ [DATE]. If no date is entered, this release will expired 30 days from the date it was signed below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

### **CERTIFICATE OF TRANSLATION**

I, \_\_\_\_\_ [PROGRAM staff], certify that \_\_\_\_\_ [NAME] is not a person with limited English proficiency, or that the client declined interpretation services offered.

I, \_\_\_\_\_ [INTERPRETER NAME], certify that on \_\_\_\_\_ [DATE], I translated this document from English to \_\_\_\_\_ [LANGUAGE] for \_\_\_\_\_ [NAME], and that the client signed it after discussing it with PROGRAM staff I certify that I shall not disclose any communications made by the client or PROGRAM staff nor shall I share any information I have obtained while acting in my capacity as an interpreter.

Interpreter Signature: \_\_\_\_\_