

Exhibit 1-7

Violence Against Women Act (VAWA)

This policy is based on regulations at 24 CFR 5.2001, HUD guidance, and the Violence Against Women Reauthorization Act of 2013 (VAWA 2013) signed into law on March 7, 2013 and provides the rights and responsibilities of AHFC¹, applicants, participants, and tenants. This policy is gender neutral, and its protections are available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, sexual orientation, or age.

VAWA 2013 reauthorizes and amends the Violence Against Women Act of 1994 (title IV, sec. 40001-40703 of Public Law 103-322). VAWA 1994 has previously been reauthorized through:

- Division B of the Victims of Trafficking and Violence Protection Act of 2000 (Public Law 106-386), and
- The Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (Public Law 109-162).

1. Applicability (24 CFR 5.2001)

This policy addresses the protections for victims of domestic violence, dating violence, sexual assault², or stalking residing in public and Section 8 housing, as provided in the 1937 Act, as amended by the Violence Against Women Act (VAWA)

(42 U.S. Code 14043e-11 *et seq.*). This policy applies to the:

- Housing Choice Voucher program under 24 CFR 982
- Project-based Voucher program under 24 CFR 983
- Public Housing admission and occupancy requirements under 24 CFR 960 and 966
- Renewed funding or leases of the Section 8 project-based program under 24 CFR 880, 882, 883, 884, 886, and 891
- Section 811 Supportive Housing for Persons with Disabilities, 42 U.S. Code 8013
- HOME Investment Partnerships (HOME) program at 24 CFR 92
- Homeless programs under Title IV of the McKinney-Vento Homeless Assistance Act

¹ Throughout this policy, “AHFC” shall be used to denote AHFC, an owner, owner’s agent, manager, or management agent.

² VAWA 2013 expanded the definition to include victims of sexual assault. This correction is shown throughout the policy without further notations.

This policy also contains the following HUD guidance:

- *Federal Register*, August 6, 2013, Docket No. FR-5720-N-01, The Violence Against Women Reauthorization Act of 2013: Overview of Applicability to HUD Programs
- Letter from Sandra Henriquez, HUD Assistant Secretary, September 30, 2013, New Housing Protections in VAWA 2013
- *HOMEFires* Newsletter Volume 11, No. 1, December 2013
- *Federal Register*, April 1, 2015, Docket No. FR-5720-P-02, Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs; Proposed Rule

2. Definitions (24 CFR 5.2003)

Actual and imminent threat (24 CFR 5.2005(e)) refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual³ means:

- A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual);
- Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate⁴ means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Crime of violence (18 U.S. Code 16) means an offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another or any offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.

³ Added in VAWA 2013. Affiliated individual replaces the term “immediate family member.”

⁴ Revised in VAWA 2013.

Dating violence means violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a) The length of the relationship;
 - b) The type of relationship; and
 - c) The frequency of interaction between the persons involved in the relationship.

Domestic violence⁵ includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. In Alaska (Alaska Statute 18.66.990(5)), this includes:

- A. Adults or minors who are current or former spouses;
- B. Adults or minors who live together or who have lived together;
- C. Adults or minors who are dating or who have dated;
- D. Adults or minors who are engaged in or who have engaged in a sexual relationship;
- E. Adults or minors who are related to each other up to the fourth degree of consanguinity, whether of the whole or half blood or by adoption, computed under the rules of civil law;
- F. Adults or minors who are related or formerly related by marriage;
- G. Persons who have a child of the relationship; and
- H. Minor children of a person in a relationship that is described in (A) - (G) of this paragraph;

Guest means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. This term is further defined under 24 CFR 966 and 982.

Intimate partner⁶ is defined to include a spouse, former spouse, a person who shares a child in common, and a person who cohabits or has cohabited as a spouse; or a person

⁵ Revised in VAWA 2013.

⁶ Revised in VAWA 2013.

who has been in a romantic or intimate relationship, as determined by factors such as the length and type of relationship; or any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State or tribal jurisdiction.

Other person under the tenant's control means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was, at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Perpetrator is a person who commits an act of domestic violence, dating violence, sexual assault, or stalking against an individual.

Sexual Assault⁷ means any nonconsensual sexual act proscribed by Federal, tribal, or State law including when the victim lacks capacity to consent

Stalking⁸ means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for his or her safety or the safety of others; or
2. Suffer substantial emotional distress.

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

3. Protections (24 CFR 5.2005)

The following notice and certification form must be provided by AHFC to each of its applicants and to each of its tenants. AHFC shall provide the Notice of Rights together with HUD-50066 (public housing or voucher) or HUD 91066 (S8N Multifamily) to an applicant for or tenants of housing assisted under our program:

1. at the time the applicant is denied residency in a dwelling unit assisted under the covered housing program;
2. at the time the individual is admitted to a dwelling unit assisted under the covered housing program;
3. with any notification of eviction or notification of termination of assistance; and

⁷ Added in VAWA 2013.

⁸ Revised in VAWA 2013.

4. in multiple languages, consistent with guidance issued by the Secretary of Housing and Urban Development in accordance with Executive Order 13166 (42 U.S. Code 2000d-1 note; relating to access to services for persons with limited English proficiency).

3.A Notice of Rights under VAWA

As prescribed and in accordance with directions provided by HUD, the Notice explains the VAWA protections under this subpart, including the right to confidentiality, and any limitations on those protections.

3.B Certification Form

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

1. States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;
2. States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under this subpart meets the applicable definition for such incident under § 5.2003; and
3. Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.

3.C Prohibited Basis for Denial or Termination of Assistance or Eviction

An applicant for assistance or tenant assisted under an AHFC program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis 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.

3.D Termination on the Basis of Criminal Activity

A tenant in an AHFC program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

1. The criminal activity is engaged in by a member of the household of a tenant or any guest or other person under the control of the tenant, and
2. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

3.E Construction of Lease Terms and Terms of Assistance

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

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

3.F Limitations of VAWA Protections

Nothing in this section limits the authority of AHFC, when notified of a court order, to comply with a court order with respect to:

1. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
2. The distribution or possession of property among members of a household in a case.

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

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

Any eviction or termination of assistance, as provided in this section should be utilized by AHFC only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on

public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

3.G Emergency Transfer Plan

Each AHFC covered housing provider, as identified in the program specific regulations for the program, shall adopt an emergency transfer plan, based on HUD's model emergency transfer plan, that incorporates the following components:

1. The emergency transfer plan must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to transfer to another unit under the covered housing program in which the tenant has been residing or to a unit in another covered housing program if such transfer is permissible under applicable program regulations, provided that a unit is available and safe, and provided, further, that:
 - a) The tenant expressly requests the transfer; and
 - b)
 - 1) The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
 - 2) In the case of a tenant who is a victim of sexual assault, the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.
2. The emergency transfer plan must incorporate strict confidentiality measures to ensure that AHFC does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.
3. Nothing in this subsection may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.

4. Program Protections

4.A Admissions

Admission to a program shall not be denied on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for assistance or admission.

Where AHFC receives adverse information about an applicant, participant, or household member and the applicant/participant is or has been a victim of domestic

violence, dating violence, sexual assault, or stalking, AHFC shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. If AHFC determines that there is such a connection, AHFC shall disregard the adverse information (provided that the perpetrator will not be part of the household).

AHFC 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.

AHFC 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.

4.B Tenants/Participants

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim.

Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or affiliated individual of the tenant is the victim.

4.C Participants (Voucher Programs)

VAWA affords explicit protections for families that must move in order to protect the health or safety of a victim.

1. Such a family has the right to move with continued assistance.
2. AHFC may not prohibit moves during the initial term of the lease or limit moves during any one-year period.
3. The family may retain housing assistance if they move out of the unit in violation of the lease with or without prior notification to the landlord or AHFC if the victim "reasonably believed he or she was imminently threatened by harm from further violence, or if he or she remained in the unit."

Nothing shall be construed to require AHFC to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

5. Documenting the Occurrence of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (24 CFR 5.2007)

5.A Request for Documentation

If an applicant or tenant represents to AHFC that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking entitled to VAWA protections or remedies, AHFC may request, in writing, that the applicant or tenant submit to AHFC the documentation specified in section 5.B below. The documentation requirements in this paragraph are not applicable to a request made by the tenant for a request for an emergency transfer under the Emergency Transfer Plan (refer to the Emergency Transfer Plan policy).

If an applicant or tenant does not provide the documentation requested under this section within 14 business days after the date that the tenant receives a request in writing for such documentation from AHFC, nothing in VAWA protections or remedies, which addresses the protections of VAWA, may be construed to limit the authority of AHFC to:

1. Deny admission by the applicant or tenant to the AHFC housing program;
2. Deny assistance under the AHFC housing program to the applicant or tenant;
3. Terminate the participation of the tenant in the AHFC housing program; or
4. Evict the tenant, or a lawful occupant that commits a violation of a lease.

AHFC may, at its discretion, extend the 14-business day deadline under this section.

5.B Permissible Documentation and Submission Requirements

In response to a written request to the applicant or tenant from AHFC, as provided in this section, the applicant or tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, one of the following:

1. The HUD certification form 50066 or 91066; OR
2. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; OR
3. A document:
 - a) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, medical professional, or a mental health professional

(collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;

- b) Signed by the applicant or tenant; and
- c) Specifies that, under penalty of perjury, the professional believes the occurrence or the incident of domestic violence, dating violence, sexual assault, or stalking that is the grounds for protection and remedies under this subpart meets the applicable definition under § 5.2003.

If AHFC receives documentation under this section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), AHFC may require an applicant or tenant to submit third-party documentation, as described in this section.

5.C Confidentiality

Any information submitted to AHFC under this section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by AHFC. All documentation submitted by the individual relating to their status as a victim of domestic violence, dating violence, sexual assault or stalking must be kept separate from the tenant file.

1. AHFC shall not allow employees of AHFC or those within their employ (e.g., contractors) to have access to such information unless explicitly authorized by AHFC for reasons that specifically call for these employees or those within their employ to have access to this information; and
2. AHFC shall not enter confidential information described above into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:
 - a) Requested or consented to by the individual in writing;
 - b) Required for use in an eviction proceeding, or
 - c) Otherwise required by applicable law.

6. Remedies Available to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (24 CFR 5.2009)

6.A Lease Bifurcation

AHFC may, in accordance with this section, bifurcate a lease or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate

assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

1. Without regard to whether the household member is a signatory to the lease; and
2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

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

6.B Reasonable Time to Establish Eligibility for Assistance or Find Alternative Housing following Bifurcation of a Lease

6.B.1. Lease Bifurcation

If AHFC exercises the option to bifurcate a lease as provided in this section, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under the covered housing program, the covered housing provider shall provide to any remaining tenant or tenants a period of 60 calendar days from the date of bifurcation of the lease to:

1. 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
2. Establish eligibility under another covered housing program.

The 60-calendar-day period provided by this section can only be provided to a remaining tenant if the governing statute of the covered program authorizes an ineligible tenant to remain in the unit without assistance. The 60-calendar-day period does not supersede any period to establish eligibility for the covered housing program that may already be provided by the covered housing program. The 60-calendar-day period is the total period provided to a remaining tenant to establish eligibility under the two options provided in this section.

AHFC, subject to authorization under the regulations of the applicable covered housing program, may extend the 60-calendar-day period up to an additional 30 calendar days.

6.B.2. Reasonable Time to Find Alternative Housing Provider

If a tenant is unable to establish eligibility for the covered housing program, as provided in this section, AHFC must give the tenant an additional 30 calendar days to

find alternative housing. The additional 30 days shall commence following the 61st day after date of bifurcation of the lease.

AHFC may extend the 30-calendar-day period up to an additional 30 calendar days.

6.C Efforts to Promote Housing Stability for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

HUD encourages AHFC to undertake whatever actions permissible and feasible under our programs to assist individuals residing in their units who are victims of domestic violence, dating violence, sexual assault, or stalking to remain in their units or other units under AHFC or other covered housing providers, and to bear the costs of any transfer, where permissible.

7. Effect on Other Laws (24 CFR 5.2011)

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

Forms

HUD-50066 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

HUD-91066 Certification of Domestic Violence, Dating Violence, or Stalking

HUD-91067 Lease Addendum, Violence Against Women and Justice Department Reauthorization Act of 2005

PW347r VAWA Notice of Rights

PW347d VAWA Request for Documentation

Administrative Desk Manual

Violence Against Women Act