

Violence Against Women Act Training Series:

Federal, State, and CoC Policies

Santa Clara County Continuum of Care

March 18, 2021

Objectives

To understand the goals & requirements of the Violence Against Women Act (VAWA) & how it applies to CoC-funded programs

To become familiar with the CoC's Relevant Quality Assurance Standards

To learn about confidentiality & privacy protections for survivors of violence

To become aware of some additional protections for survivors under California housing law

Agenda

- 1) Overview of the Violence Against Women Act (VAWA)**
- 2) HUD's VAWA Final Rule & How it Applies to CoC-Funded Programs**
- 3) Relevant Santa Clara County CoC Quality Assurance Standards**
- 4) California Housing Law Protections for Survivors of Domestic Violence**

Content Advisory

- This training covers sensitive issues that **may trigger** attendees or otherwise cause **emotional distress**.
- We highly encourage you **to take care of yourself** as necessary during this training and throughout the day.
- Please **take breaks** and go off camera whenever you need to (materials will be available online as well).
- The chat box is **not recorded**.
- Feel free to **change your name** on Zoom to protect your anonymity.



The Violence Against Women Act



The Federal Regulatory Landscape

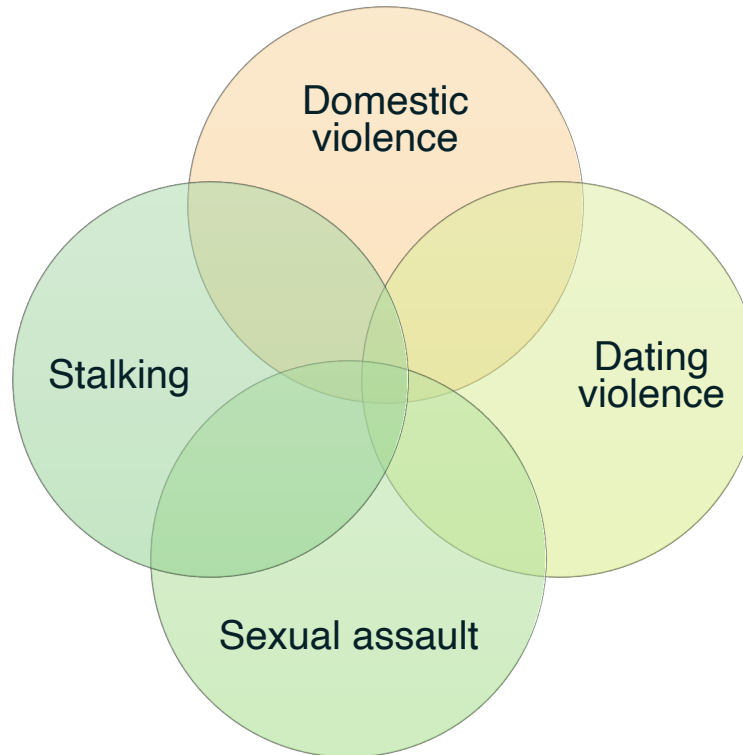
What is the Violence Against Women Act (VAWA)?



- Landmark legislation passed in 1994 & reauthorized in 2000, 2005, & 2013
- Recognition that domestic violence (DV) is an epidemic
- Provisions include:
 - ✓ Funding for coordinated community response to DV, sexual assault, dating violence, & stalking
 - ✓ Creation of a special DOJ Office on Violence Against Women
 - ✓ Strengthened protections for native, immigrant, & LGBTQ survivors
 - ✓ **Protections for survivors in HUD-funded program - implemented by 11/6/16 HUD Final Rule**

Whom does VAWA protect?

VAWA provides protection for survivors of



Regardless of sex, gender, race, national origin, & sexual orientation.

VAWA Definitions

- ❑ **Domestic Violence** - *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, or by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner.*
- ❑ **Dating Violence** - *Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.*
- ❑ **Sexual Assault** - *Any nonconsensual sexual act proscribed by law, including when the victim lacks capacity to consent.*
- ❑ **Stalking** - *Conduct directed at a specific person that would cause a reasonable person to:*
 - (1) *Fear for the person's safety or the safety of others; or*
 - (2) *Suffer substantial emotional distress.*

In this training, we will use the term “DV survivor” to refer to anyone who is a survivor of domestic violence, dating violence, sexual assault, or stalking.



HUD's VAWA Final Rule & The Santa Clara County CoC Quality Assurance Standards



Key Safeguards for DV Survivors



Core Housing
Protections

Required
Notices and
Contract Terms

Emergency
Transfer Plans

Core Housing Protections

- ❑ Survivors cannot be evicted or denied housing **solely because of their status as survivors.**
- ❑ Survivors cannot be evicted or denied housing **solely based upon factors *directly related to victimization***
 - *If the survivor can show that their current or past victimization led an adverse factor that factor cannot be the basis for a denial or eviction.*
 - *Examples of possible adverse factors:*
 - *Lack of credit*
 - *Lack of income or employment history*
 - *Negative rental history*
 - *Criminal background*



Limitations of VAWA Protections

- ❑ A program participant may be terminated or evicted:
 - ✓ For **any violation not based on an act of DV** against the tenant or an affiliated individual so long as the tenant is not subjected to a more demanding standard than other tenants in determining whether to evict or terminate assistance
 - ✓ If the housing provider can demonstrate an **actual and imminent threat** to other tenants, employees, or service providers

- ❑ **Actual and imminent threat** – A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. 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
 - ✓ The **length of time** before the potential harm would occur

Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents!

Eviction or Termination Only as a Last Resort



Eviction or termination of assistance should occur 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
- ✓ Seeking other legal remedies to prevent the perpetrator from acting on a threat

Bifurcating Leases

Landlords may bifurcate TBRA leases to evict, remove, or terminate assistance to a household member who engages in DV-related criminal activity **without penalizing a victim** of such criminal activity who is also a tenant or lawful occupant.

- ✓ **TBRA and any utility assistance shall continue** for the family member(s) who are not evicted or removed
- ✓ In PSH, if the family's eligibility was based upon the evicted or removed family member's **disability or chronic homeless status**, the remaining family members may stay in the project through the end of the lease and be given the opportunity to demonstrate eligibility

Non-TBRA participants who have not already established independent program eligibility at the time of bifurcation **have 90 days** to establish their eligibility or locate other housing

Required Notices and Contract Terms

I Agree