I. Purpose:
The Los Angeles Homeless Services Authority (LAHSA) affirms the right of all individuals and affiliated individuals experiencing homelessness in the Los Angeles Continuum of Care (LA CoC) to access services and housing for which they are eligible by promoting safe housing environments for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. To ensure the provision of safe housing environments, this policy requires housing providers to establish procedures and protections for participants experiencing domestic violence, dating violence, sexual assault, and/or stalking in accordance with the reauthorized Violence Against Women Reauthorization Act (VAWA) of 2013 (24 CFR Part 5, Subpart L). LAHSA extends VAWA housing protections to include individuals experiencing human trafficking. All LAHSA-contracted permanent housing and transitional housing providers, regardless of funding source, must ensure safe housing environments for participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. All LAHSA-contracted “safe havens” are subject to the protections outlined in Section 3, subsections a) and b) of this policy.

II. Definitions:
1. Actual and Imminent Threat 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 could occur.
2. Affiliated Individual, with respect to an individual refers to a spouse, parents, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.
3. Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the grantor and State or local law, such that certain tenants, lawful occupants, or residents can be evicted or removed and the remaining tenants, lawful occupants, and residents 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, lawful occupants, or residents.

4. **Housing Provider** refers to the individual or entity under a housing program that has
responsibility for the administration and/or oversight of VAWA protections and includes
Public Housing Agencies (PHAs), sponsors, owners, mortgagors, managers, State and local
governments or agencies thereof, nonprofit or for-profit organizations or entities. The
program-specific regulations for the housing programs identify the individual or entity that
carries out the duties and responsibilities of the housing provider; that is, depending upon
the VAWA duty or responsibility to be performed by a housing provider, the housing provider
may not always be the same individual or entity.

5. **Sexual Assault** is any nonconsensual sexual act proscribed by Federal, tribal, or State law,
including when the victim lacks capacity to consent.

6. **Stalking** means engaging in a course of conduct directed at a specific person that would cause
a reasonable person to:
   a. Fear for the person’s individual safety or the safety of others; or
   b. Suffer substantial emotional distress.

7. **Internal emergency transfer** refers to an emergency relocation of a participant to another unit
where the participant would not be categorized as a new applicant; that is, the participant
may reside in the new unit without having to undergo an application process.

8. **External emergency transfer** refers to an emergency relocation of a participant to another
unit where the participant would be categorized as a new applicant; that is the participant
must undergo an application process in order to reside in the new unit.

9. **Safe unit** refers to a unit that the person experiencing domestic violence, dating violence,
sexual assault, and/or stalking believes is safe.

10. **Abuser or perpetrator** in this context refers to an individual who commits domestic violence,
dating violence, sexual assault, or stalking as defined in the Violence Against Women
Reauthorization Act of 2013.

11. **Safe Haven**, for the purposes of defining chronically homeless, refers to supportive housing
that meets the following:
   a. Serves hard to reach homeless persons with severe mental illness who came from the
   streets and have been unwilling or unable to participate in supportive services;
   b. Provides 24-hour residence for eligible persons for an unspecified period;
   c. Has an overnight capacity limited to 25 or fewer persons; and
   d. Provides low-demand services and referrals for the residents

12. **Abuse** under California Family Code Division 10, Part 1, Section 6203 means any of the
following:
   a. To intentionally or recklessly cause or attempt to cause bodily injury.
   b. Sexual assault.
   c. To place a person in reasonable apprehension of imminent serious bodily injury to
   that person or to another.
   d. To engage in any behavior that has been or could be cause for a protective order or
   the issuance of any California family or juvenile court restraining order.
      i. Abuse is not limited to the actual infliction of physical injury or assault and
         can be verbal (spoken), emotional, psychological or many other forms.

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1 Definition is taken from HUD Form 5380 Notice of Occupancy Rights
2 Definition under 24 CFR § 578.3
13. **Domestic Violence** includes, but is not limited to, felony or misdemeanor crimes of violence committed by:
   a. A current or former spouse or intimate partner of the victim,
   b. A person with whom the victim shares a child in common,
   c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
   d. A person similarly situated to a spouse of the victim under local domestic or family violence laws,
   e. Any other person against an adult or youth victim who is protected from that person’s acts under domestic or family violence laws, or
   f. Any other person related by consanguinity or affinity within the second degree.

This includes a learned behavior pattern of behavior of behaviors used by one person in a relationship to have power over and control the other person; and includes physical, emotional, economic abuse and/or sexual assault.³

14. **Dating Violence** is violence or abuse committed by a person:
   a. Who is or has been in a social relationship of a romantic or intimate nature with the victim, which includes frequent, intimate associations primarily characterized by the expectation of affection or sexual involvement independent of final considerations; 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.

15. **Human Trafficking** refers to:
   a. Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, deceit, violence, duress, menace or threat of unlawful injury or in which the person induced to perform such act has not attained 18 years of age; or
   b. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery,
   c. The deprivation or violation of the personal liberty of another with the intent to obtain forced labor or services, procure or sell the individual for commercial sex, or exploit the individual in obscene matter.

### III. Policy:

1. **Notice of Occupancy Rights**

   All LAHSA-contracted permanent housing and transitional housing providers (“housing providers”) shall provide written notification to applicants, participants (tenants), and property owners or managers concerning the rights and obligations created under VAWA.

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³ Los Angeles County Department of Child and Family Services (DCFS) Policy 0070-537.10

[http://policy.dcfs.lacounty.gov/content/Assessing_Domestic_Viole.htm](http://policy.dcfs.lacounty.gov/content/Assessing_Domestic_Viole.htm)
Housing providers shall provide a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to applicants and participants at the following times:

a) When the applicant is denied assistance or admission to permanent housing or transitional housing
b) When the applicant is provided assistance or admission to permanent housing or transitional housing;

c) When a participant is given notification of eviction or notification of termination of assistance;
   i. Tenant-based rental assistance (TBRA) providers shall ensure that the property owner or manager of the housing provides a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to participants with any notification of eviction.

d) When an existing program participant undergoes an annual recertification or lease renewal process. When there will be no recertification or lease renewal for a participant, through written notice.

The *Notice of Occupancy Rights* and all related forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).

2. Contract, Lease, and/or Occupancy Agreement Provisions

Contracts and leases between LAHSA, housing providers, and property owners or managers that rent units to individuals participating in LAHSA-contracted housing programs, shall include the requirement to comply with the provisions established by this policy.

A lease addendum modeled after HUD Form 91067<sup>5</sup> may be used to include the VAWA provisions to new and existing contracts.

3. Protections Provided Under VAWA

Housing providers shall ensure specific housing protections for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to preserve the right of applicants and participants to safe housing environments. Under VAWA:

a) Housing providers shall not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the applicant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.

b) Housing providers shall not deny or threaten to deny assistance, terminate or threaten to terminate program participation, evict or threaten to evict participants from rental housing, or issue 3-Day Notices to Perform or Quit on the basis or as a direct result of the fact that the

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<sup>4</sup> The forms referenced in this policy are modeled after HUD Forms 5380, 5381, 5382, and 5383. These forms are available in multiple languages on the HUD Clips website: [https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a).

<sup>5</sup> HUD Form 91067 Lease Addendum VAWA 2005 is available in multiple languages on the HUD Clips website: [https://www.hud.gov/program_offices/administration/hudclips/forms/hud9](https://www.hud.gov/program_offices/administration/hudclips/forms/hud9).
participant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.

c) Housing providers shall not construe criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking as cause for denying rental assistance or occupancy rights to participants, if a member of the participant’s household or any guest or other person under the control of the participant is the one engaging in the criminal activity and the participant or an affiliated individual of the participant is currently experiencing or is being threatened with domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

d) Housing providers may bifurcate (divide) a lease to evict the individual or terminate assistance to the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, while not taking away the right to the unit or otherwise punishing the remaining tenants, lawful occupants, or residents. Housing providers shall give remaining tenants, lawful occupants, or residents that are not eligible to participate in the housing program 12 months to establish eligibility under the program or under another housing program covered by VAWA or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured.

i. If a family receiving TBRA separates due to a lease bifurcation, the family’s tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

e) Housing providers shall not subject participants who have or are currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, or who are affiliated with said individual to a more demanding standard than other participants in determining whether to evict or terminate assistance based on violations not premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

f) Housing providers may not terminate the lease or program assistance of a family that moves out of the dwelling unit in violation of the lease, with or without prior notification to the program, if the move occurred to protect the health or safety of a family member who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and who reasonably believed they were imminently threatened by harm from further violence or emotional trauma if they remained in the unit.

g) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to property damage caused by an abuser or perpetrator.

h) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to not meeting lease obligations as a direct cause of coercive control exerted by the abuser or perpetrator over the victim. For example:

i. Unauthorized Occupancy—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is being manipulated by an abuser or perpetrator to acquiesce to their unauthorized presence in the unit.

ii. Non-reported Income—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is unable to report household income because the abuser or perpetrator will not provide the documentation or has lied about their employment status.
i) If housing providers wish to take economic cause of action to recover costs associated with damage to property or unpaid rent directly associated with the incidents of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, it is encouraged that the action be taken against the abuser or perpetrator and not the individual(s) experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

4. Limitations of VAWA Protections
Under VAWA, housing providers are not precluded from:

a) Complying with a court order, when notified of said court order, in respect to the rights of access or control of property, including civil and/or criminal protection orders issued to protect a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking or in respect to the distribution or possession of property among members of a household. This includes orders of protection issued by family court, probate court, juvenile court or any other court having jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

b) Evicting or terminating assistance to a participant for any violation not premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that is in question against the participant or an affiliated individual of the participant as described in this policy.

c) Evicting or terminating assistance to a participant if the housing provider can demonstrate an actual and imminent threat would persist against other program participants or those employed at or providing services to the property of the housing provider, if said participant is not evicted or has their assistance terminated.

i. Housing providers may only take such action to terminate assistance or evict where there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to:
   a. Transferring the victim to a different unit;
   b. Barring the perpetrator from the property;
   c. Contacting law enforcement to increase police presence or develop other plans to keep the property safe; or
   d. Seeking other legal remedies to prevent the perpetrator from acting on a threat.

ii. Restrictions predicated on public safety shall not be based on stereotypes but must be tailored to particularized concerns about individual residents.

5. Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking
A person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking need only self-certify in writing to become eligible to receive housing protections under this policy. The only exemption to the sufficiency of self-certification for receiving the protections outlined in this policy is when conflicting information/certifications exist. In this case, housing providers may require an applicant or participant to submit third-party documentation. Third party documentation must not create a barrier for a person to establish eligibility to receive housing protections. However, housing providers shall not require disclosure from individuals regarding their status as victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
Housing providers shall provide a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking form to individuals that communicate to the housing provider that they are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. The Certification form alone shall be sufficient to certify that an individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. Use of the Certification form is optional. Participants decide what type of documentation they will submit to housing providers to self-certify, provided that the type of documentation they use is listed in this section. Housing providers shall not request that participants use any one type of documentation to self-certify or require documentation not listed in this section.

The forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).

If an applicant or participant communicates to the housing provider that the individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, the housing provider may request documentation in writing. The applicant or participant may elect to use a Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking and/or Human Trafficking form or provide one of the following forms of documentation:

- a) A listing of the approximate dates when each incident occurred, discussion of the participant’s fears and injuries and the effect that each abusive incident has had on the participant and their family;
- b) Restraining, civil, and/or criminal protection orders including orders issued by family court, probate court, juvenile court or any other court with jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking;
- c) Medical records or statement from medical professional;
- d) Documentation from a mental health professional;
- e) Police reports, records of telephone calls or visits to the victim’s address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
- f) A record of an administrative agency or victim service provider;
- g) Court records;
- h) Statement signed by workers from a domestic violence, dating violence, sexual assault, or stalking violence shelter or other domestic violence, dating violence, sexual assault, or stalking violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
- i) Statement signed by counselors, if participant attended counseling;
- j) Statement signed by attorney from whom the participant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking;
- k) Reports, statements from police, judges, and other court officials, clergy, social workers, social service agencies, or other victim service providers;
- l) Other credible evidence as corroborated by law enforcement or domestic violence, dating violence, sexual assault, or stalking violence providers.
Statements signed by the above-mentioned professionals shall specify under penalty of perjury, that the professional believes that the participant is a victim of domestic violence, sexual assault, dating violence or stalking as defined in this policy. Statements must also be signed by the participant.

Should a participant choose to use the Certification form to self-certify, housing providers may request in writing that the form be returned to them within 14 business days. Housing providers may, but are not required to, extend the time to submit the documentation with reasonable discretion. Housing providers shall offer to assist participants with completing the certification form.

If a housing provider receives documentation containing conflicting information or certification forms from two or more members of a household, each claiming to be experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and naming one or more of the other petitioning household members as the abuser or perpetrator, the housing provider may require an applicant or participant to submit third-party documentation, as described above, within 30 calendar days of the date of the request for third-party documentation.

6. Confidentiality

All information provided to a housing provider regarding domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, including the fact that an individual is a victim of such violence or stalking, shall be retained in confidence.

Housing providers and property owners or managers shall not:

   a) Allow any employees or other individuals administering assistance on behalf of the housing provider to have access to confidential information unless explicitly authorized by the housing provider for reasons that specifically call for these individuals to have access to this information under Federal, State, or local law.

   b) Enter information regarding reported experiences of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking into any shared database.

   c) Disclose such information to any other entity or individuals, except to the extent that the disclosure is requested or consented to in writing by the applicant or participant in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the housing program, or otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, housing providers must inform the victim before the disclosure occurs to ensure that safety risks are identified and addressed.

7. Emergency Transfer Plan

Housing providers shall customize the Model Emergency Transfer Plan where indicated in bold and where otherwise appropriate. Using the model form as is will not satisfy the requirement for housing providers to develop an Emergency Transfer Plan under VAWA.6

Housing providers shall adopt an emergency transfer plan based on a Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. Housing providers shall

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6 For further guidance see the HUD Multifamily Office VAWA Q&A:
put the emergency transfer plan into practice in the instance that a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is eligible for emergency transfer. Housing providers shall also make their emergency transfer plans available upon request and, when feasible, must make its plan publicly available. Provisions in the emergency transfer plan shall not supersede the eligibility or occupancy requirements that may apply under a housing program. Housing providers shall not guarantee that a transfer request will be approved or how long it will take to process a transfer request.

Housing providers shall create an emergency transfer plan that must:

a) Detail the measure of any priority given to participants who qualify for an emergency transfer under VAWA in relation to other categories of participants seeking transfers and individuals seeking placement on waiting lists.

b) Incorporate strict confidentiality measures to ensure that the housing provider or persons under their employ do not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.

c) Include a list of local resources for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

d) Describe policies for participants to make an internal emergency transfer under VAWA when a safe unit is immediately available.

e) Describe policies for assisting a participant in making an internal emergency transfer under VAWA when a safe unit is not immediately available.

   i. These policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests pursuant to the Los Angeles CoC Coordinated Entry System (CES) Prioritization Policy.

   ii. 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.

f) Describe reasonable efforts the housing provider will take to assist a participant who wishes to make an external emergency transfer when a safe unit is not immediately available.

g) Include policies for assisting a participant who is seeking an external emergency transfer under VAWA out of the housing provider's program or project and for assisting a participant who is seeking an external emergency transfer under VAWA into the housing provider's program or project. These policies may include:

   i. Arrangements, including memoranda of understanding, with other housing providers to facilitate moves; and

   ii. Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

h) Include policies to allow participants to seek an internal and external emergency transfer concurrently if a safe unit is not immediately available.

i) Describe policies for a participant who has tenant-based rental assistance and who is eligible for protections under VAWA to move quickly while retaining their assistance, where applicable.

j) In situations involving family breakups due to the emergency transfer, specify what will happen with respect to the non-transferring family member(s).

k) Permit a participant to terminate lease or occupancy agreement without penalty if they
qualify for an emergency transfer under the emergency transfer plan.

A. Eligibility for Emergency Transfer

Eligibility for an emergency transfer shall be established where participants who have self-certified as experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking:

a) Expressly request the transfer in writing and;

b) Reasonably believe there is a threat of imminent harm from further abuse if they remain within the same dwelling unit they are currently occupying.

Participants shall also be eligible for emergency transfer if they have experienced sexual assault on the premises. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. Housing providers shall not set additional eligibility requirements for an emergency transfer. To establish eligibility for an emergency transfer under VAWA (as described in their emergency plan) housing providers shall only require:

a) A participant’s written request to the housing provider for an emergency transfer where the participant certifies that they meet the criteria for protections under VAWA.

b) Documentation of the occurrence(s) of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking (in accordance with Section 5 of this policy) for which the participant is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence. The documentation may be requested at the discretion of the housing provider.

B. Reporting

Housing providers shall keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a minimum of three years. Requests and outcomes of such requests must be reported annually to LAHSA; LAHSA will report records annually to HUD.

C. Confidentiality

Housing providers shall not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.

D. Emergency Transfer Timing and Availability

Housing providers shall act in an expeditious manner to move a participant who is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to another unit subject to availability and safety of unit.

Participants may use an Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking form to provide written request for emergency transfer under VAWA. Housing providers shall provide participants with an Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking form. Participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking may provide self-certification concurrently with the emergency transfer request if they have not previously self-certified.
Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. Participants who have or are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, the California Safe at Home Program at 1-877-322-5227, or a local domestic violence resource center for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY) and the California Safe at Home Program at 1-916-651-1304 (TTY).

Participants who have experienced sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Participants who are or have experienced stalking may seek help by visiting the National Center for Victims of Crime’s Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Participants who have experienced human trafficking may call the National Human Trafficking Hotline at 1-888-373-7888, or visit the online hotline at https://polarisproject.org/get-assistance/national-human-trafficking-hotline.

8. Bifurcation of Lease

Housing providers may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking without regard for whether such household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant, lawful occupant, or resident. If the evicted abuser or perpetrator was the sole participant to have established eligibility for assistance under the housing program, the housing provider must allow the participant who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and other household members to remain in the unit for 12 months to establish eligibility under the program or under another housing program covered by VAWA, or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured. If a family receiving tenant-based rental assistance separates due to a lease bifurcation, the family’s tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

A lease bifurcation shall be carried out in accordance with requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any additional requirements.
9. Assistance for Persons Experiencing Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking

According to California Civil Code Sections 1941.5 and 1941.6,7 “A landlord shall change the locks of a protected tenant’s dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order or police report, and shall give the protected tenant a key to the new locks.” If a housing provider is also a property owner or “landlord”, they shall change the locks for a housing unit pursuant to California Civil Code Sections 1941.5 and 1941.6.

All housing providers shall take alternative precautions within the scope of their authority and available funding to secure a unit occupied by a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking from an alleged abuser or perpetrator. Housing providers shall seek prior funding approval from LAHSA for any alternative precaution that exceeds 50% of the administrative costs associated with processing an emergency transfer request.

If a housing provider has no available and safe units for which a participant who is eligible for an emergency transfer, the housing provider shall assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. Housing providers shall, at a participant’s request, assist in contacting local organizations that offer services for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that are listed in the emergency plan.

10. Non-Discrimination

No applicant or participant shall, on the basis or actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, gender identification or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under VAWA.

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7 California Civil Code Sections 1941.5 and 1941.6 require property owners to change locks within 24 hours for tenants who are victims of domestic violence, sexual assault or stalking and who have a restraining order or police report: [http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=200920100SB782](http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=200920100SB782).