

FL-509 Continuum of Care

Policies and Procedures for VAWA and Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

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Introduction

Under the 2022 reauthorization of the Violence Against Women Act (VAWA), the Treasure Coast Homeless Services Council (TCHSC), as lead agency for the FL-509 Continuum of Care (CoC), is adopting policies and procedures to include provisions for protection of victims of domestic violence, dating violence, sexual assault, sexual battery or stalking, regardless of sex, gender identity, gender expression or actual or perceived sexual orientation. These policies and procedures apply to ESG-funded Rapid Re-Housing (RRH) and Homelessness Prevention (HP) programs and CoC-funded Permanent Supportive Housing (PSH), RRH, HP, and Transitional Housing (TH) programs.

Definitions

[VAWA 2022](#) revises the definition of “domestic violence” and added the definitions of “economic abuse” and “technological abuse.” HUD interprets its current regulatory definitions of “domestic violence” and “stalking” to include what is covered in these revised and new statutory definitions. Therefore, the FL-509 Continuum of Care (CoC) applies HUD’s VAWA requirements in a manner consistent with the following definitions.

DOMESTIC VIOLENCE –The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

- (A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- (B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- (C) shares a child in common with the victim; or
- (D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

ECONOMIC ABUSE—The term ‘economic abuse’, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—(A) restrict a person’s access to money, assets, credit, or financial information; (B) unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or (C) exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

TECHNOLOGICAL ABUSE—The term ‘technological abuse’ means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Requirements

Notification of Occupancy Rights under VAWA

All CoC-funded HP, RRH, TH and PSH programs must provide written notification to applicants, participants, and property owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

All CoC-funded RRH/HP/PSH/TH and ESG-funded RRH/HP programs must provide applicants and participants the following*:

- **[HUD Form 5380](#), *Notice of Occupancy Rights under the Violence Against Women Act*** form, that explains the VAWA protections, including the right to confidentiality, and any limitations on those protections.
- **[HUD Form 5382](#), *Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking or Alternate Documentation*** form to be completed by the victim to document that the applicant or resident is a victim of domestic violence, dating violence, sexual assault, or stalking.

HUD Forms 5380 and 5382 must be provided to each person seeking or receiving CoC/ESG housing assistance at the following times:

- At the time the person is denied permanent housing (PH) or transitional housing;
- At the time the person is admitted to PH or transitional housing;
- When a participant receives notification of eviction;
- When a participant is notified of termination of program assistance; and
- For existing program participants:*** During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, by mail.

Documentation with Landlords

Landlords must also receive notice of VAWA obligations and agree to certain VAWA commitments. CoC/ESG rental assistance programs must provide copies of the HUD Forms listed below to the property owner or manager at time of lease-up and every re-certification as part of the lease renewal.

- [VAWA Lease Addendum](#):** This is in addition to the property owner's lease and applies to both CoC and ESG-funded programs. The addendum must incorporate VAWA confidentiality requirements, VAWA protections afforded to the victims of domestic violence, dating violence, sexual assault or stalking and limits on construing lease terms, tenant option to end lease without penalty if emergency transfer conditions are met, and obligation to notify the program before owner bifurcates the lease or provides notification of eviction and provide tenant HUD Forms 5380 and 5382 with any notification of eviction that the owner provides to the tenant during the period for which the tenant is receiving rental assistance.
- [Rental Assistance Agreement](#):** This applies to ESG-funded programs only. Each rental assistance agreement that is executed or renewed on or after *December 16, 2016* must include all protections that apply to tenants and applicants under [24 CFR part 5, subpart L](#), as supplemented by [§ 576.409](#), except for the emergency transfer plan requirements under [24 CFR 5.2005\(e\)](#) and [576.409\(d\)](#).

- a. Project-based housing programs must include the above in any lease, sublease or occupancy agreement.
- iii. **For existing participating landlords:** During the 12-month period following December 16, 2016, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, HUD Forms 5380 and 5382 must be mailed to the property owner or manager. A VAWA Lease Addendum must be executed and returned by the property owner or manager and then executed by the participant.

Protections Provided Under the VAWA

VAWA provides specific protections for victims of domestic violence, dating violence, sexual assault or stalking.

1. VAWA provides that CoC and ESG programs may not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the person has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for admission or assistance.
 - a. If the program receives adverse information about an applicant/household member and is aware that domestic violence might be involved, the program shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If the program determines that there is such a connection, then the program will disregard the adverse information (provided that the perpetrator will not be part of the applicant's household).

A substantial connection includes, but is not limited to, where a victim loses financial support (e.g. victim's job or perpetrator's wages) due to domestic violence and is evicted (or receives a negative landlord reference) for late or nonpayment of rent; where a victim is evicted or receives a negative landlord reference due to property damage and/or noise or other interference with neighbors caused by the perpetrator; and where a victim receives a negative landlord reference for breaking a lease prior to its expiration due to domestic violence.

2. Provides that CoC and ESG programs 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 is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit.
3. Provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease or program violation by the victim or as good cause to terminate the lease or assistance of the victim.
4. Provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating assistance of the lease of a resident if a member of the resident's household, a guest, or another person under the resident's control is the one engaging in the criminal activity and the resident or affiliated individual or other individual

is the actual or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.

5. Provides that CoC and ESG programs with the authority to terminate the lease to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.
6. Common Application of Protections Afforded:
 - a. Where property damage is caused by a perpetrator, program assistance may not be terminated nor shall a project-based program evict the victim of domestic violence, dating violence, sexual assault or stalking because of such property damage.
 - b. Where nonpayment of rent or other charges in a project-based program is caused by the perpetrator, and where the victim of domestic violence, dating violence, sexual assault or stalking removes said perpetrator from the lease, the program shall offer the remaining household members a reasonable repayment plan (without charging late fees but may recover costs) and shall not evict the remaining members for such nonpayment so long as they substantially comply with said plan.

Limitations of VAWA Protections

1. Nothing in this section limits the authority of the TCHSC or CoC/ESG programs, when notified of a court order, to comply with respect to 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 the distribution of property among household members.
2. Nothing in this section limits any available authority of the TCHSC or CoC/ESG programs to evict or terminate assistance to a resident or 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, neither the TCHSC or CoC/ESG programs may 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.

3. Nothing in this section limits the authority of CoC/ESG programs to issue a termination of assistance or evict a tenant if the program can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property or site would be present 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” above.
4. Any termination of assistance or eviction should be utilized 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 or site, 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.

Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault or Stalking

1. When confronted with cases of domestic violence, dating violence, sexual assault, or Stalking, the CoC/ESG program must provide the alleged victim with HUD Form 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation and request that it be returned within 14 business days. The program may extend the time period to submit the documentation with the approval of a director or designee. In response to this request, the resident may complete HUD Form 5382 OR provide one of the following types of third party documentation:
 - a. A listing of the approximate dates when each incident occurred, discussion of the applicant's fears and injuries and the effect that each abusive incident has had on the applicant and their family;
 - b. Restraining or civil protection orders;
 - 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. Statements signed by workers from a domestic violence shelter or other domestic 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 victim attended counseling;
 - j. Statement signed by attorney from whom the victim 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 providers.

Statements signed by above-mentioned professionals must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence occurred and meet the definition of domestic violence, dating violence, sexual assault, or stalking. The same statements must also be signed by the victim.

2. Conflicting Evidence
 - a. If the program 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), the program may request third-party documentation from victims in order to resolve the conflict.

- b. The victim must provide the third-party documentation within 30 days. If the victim fails or refuses to provide third-party documentation where there is conflicting evidence, the PH or transitional program does not have to provide the victim with the protections contained in this policy.

Considerations for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The ESG/CoC program must consider:

1. The nature and severity of each case while exercising discretion on whether family members or their guests pose an actual **and** imminent threat to the health, safety, or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:
 - a) Transferring the victim
 - b) Barring the perpetrator from the property
 - c) Lease bifurcation
 - d) Contacting law enforcement
2. Undertaking whatever actions permissible and feasible under the program to assist victims of domestic violence, dating violence, sexual assault, or stalking. (e.g., bear some or all of the moving cost of the transfer, etc.), subject to availability of funding and resources.
3. Removing the perpetrator of domestic violence from the lease, while the remaining family members stay in the assisted unit, with the approval of the Homeless Trust in the case of PSH rental assistance.
4. The effects of denial or termination of assistance on other family members who were not involved in the offense.
5. The conditions barring the culpable household member from residing in or visiting the unit.
6. The circumstances relevant to an eviction or termination of tenancy based on the extent to which the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.
7. The range of evidence as proof of domestic violence, dating violence, sexual assault or stalking, which may include, but is not limited to victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-5382.

Confidentiality

All information provided regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the TCHSC, providers or property owner or manager may not:

1. Enter the information into any shared database;
2. Allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work; or
3. Provide the information to any other entity or individual, except to the extent that the disclosure is:

- (i) requested or consented to by the individual in writing in a time-limited basis;
- (ii) required for use in an eviction proceeding or termination of assistance; or
- (iii) otherwise required by applicable law.

If program disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the program will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

Emergency Transfer Plan

All Housing Providers (HPs) within the FL-509 Continuum of Care (CoC) are concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ HPs will allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit.

The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of HPs to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the overseeing Federal agency, that is in compliance with VAWA.

Definitions and Clarifications

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 would occur.

Affiliated Individual with respect to an individual, 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 or guardian (for example, the affiliated individuals is a person in the care, custody, or control of that individual); or any individual, tenant, lawful occupant living in the household of that individual.

Bifurcate refers to dividing a lease as a matter of law, subject to 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.

Covered Housing Program

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² 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.

The following HUD programs must afford VAWA Protections:

- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for Persons with Disabilities
- Housing Opportunities for Persons With AIDS (HOPWA)
- HOME Investment Partnerships (HOME)
- Homeless programs under title IV of the McKinney-Vento Homeless Assistance Act (including the Emergency Solutions Grants, the Continuum of Care, and the Rural Housing Stability Assistance
- Multifamily rental housing under section 221(d)(3) of the National Housing Act with a below-market interest rate (BMIR) pursuant to section 221(d)(5)
- Multifamily rental housing under section 236 of the National Housing Act
- Public Housing
- Section 8 Housing Choice Voucher
- Section 8 Project-Based Vouchers
- Section 8 Moderate Rehabilitation Single Room Occupancy
- The Housing Trust Fund

Covered housing provider refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes public housing agencies, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

Dating Violence

The federal regulations defines “dating violence” as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- the length of the relationship;
- the type of relationship; and
- the frequency of interaction between persons involved in the relationship.

The Florida Statutes defines “dating violence” as violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

- A dating relationship must have existed within the past six (6) months;
- The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
- The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

Domestic Violence

The federal regulations defines “domestic violence” to include 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 share a child in common, by a person who is cohabitating with or has cohabited 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.

The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship; and any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State of Florida, Miami-Dade County or other local municipality.

The Florida Statute defines "domestic violence" as "actual or threatened physical violence directed against one or more members of the applicant's family by a spouse or other members of the applicant's household." The Florida law further defines "domestic violence" as any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another who is or was residing in the same single dwelling unit.

Additionally, domestic violence includes violence against a domestic partner.

Perpetrator refers to a person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.

Sexual Assault refers to the threat of oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

Sexual Battery refers to the actual oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

Stalking refers to (in federal regulations) as following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate; and in the course of, or as a result of, such acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

In the state of Florida, the law defines "stalking" as the willful malicious and repeated following, harassing, or cyber stalking of another person, and/or the making of a credible threat with the intent to place that person in reasonable fear of death or bodily injury of the person, or the person's child, sibling, spouse, parent, or dependent.

Victim refers to someone who has recently experienced domestic violence; it's also commonly used in reference to a crime or the criminal justice system.

Survivor refers to someone who is going through the domestic violence recovery process, including from the long-term impacts of domestic violence.

Safe Unit refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

- Not constrained by anyone else's opinion about what is or is not 'safe'.

- Not constrained by geography:
 - For ESG: may be within or outside the ESG subrecipient's service area, the ESG recipient's geography, or even outside the state.
 - For CoC: may be within or outside the CoC recipient/subrecipient's service area, the CoC's geography, or even outside the state.

Internal Emergency Transfer:

- Emergency relocation of a tenant to another unit where they would not be categorized as a new applicant.
- In effect: the tenant may reside in the new unit without undergoing an application process.
- Offered if an internal unit is immediately available AND if an internal unit becomes available later.

External Emergency Transfer:

- Emergency relocation of a tenant to another unit where they would be categorized as a new applicant.
- In effect: the tenant must undergo an application process for the new unit.
- Offered if an internal unit is not immediately available.

Per the VAWA 2022 rule, there is nothing that states that tenants must pay back rent before being transferred or requesting a transfer.

[Eligibility for Emergency Transfers](#)

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

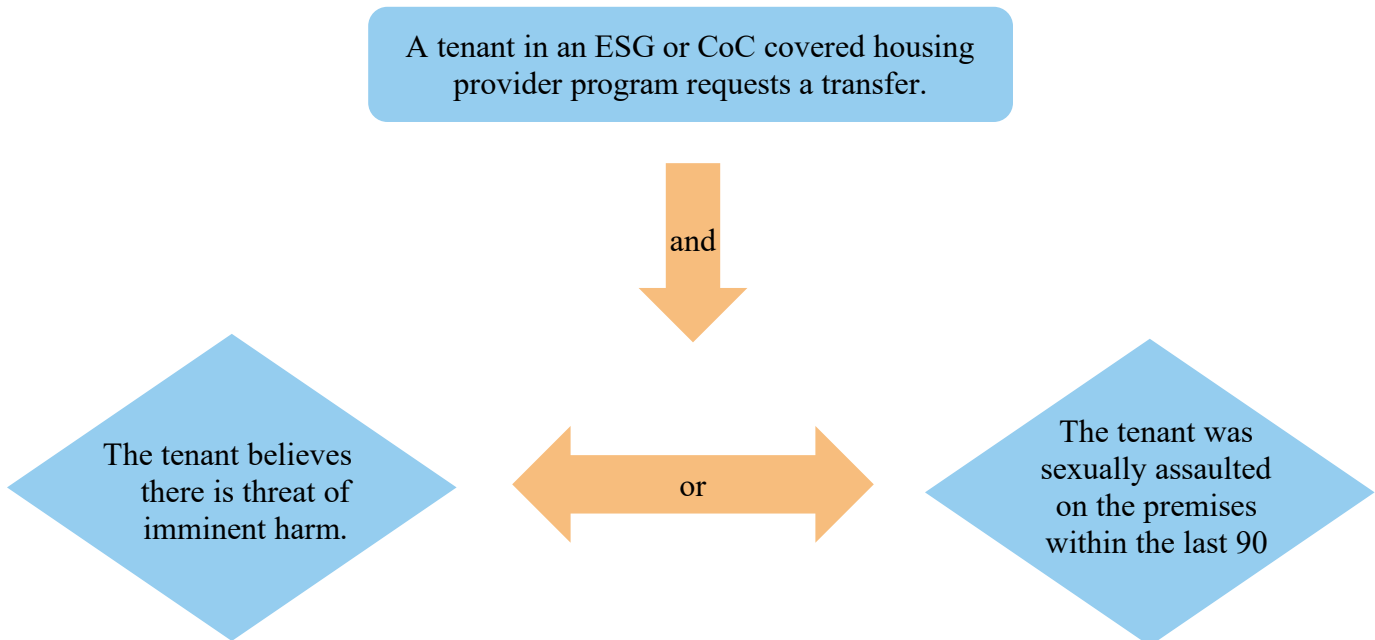
[Emergency Transfer Request Documentation](#)

To request an emergency transfer, the tenant shall notify the relevant HPs management office and must submit a written request for a transfer via email at office@tchelpspot.org, or in person at **2525 St. Lucie Ave, Vero Beach, FL 32960**. Tenants can call (772) 213-9040 for assistance. Tenants should be immediately provided with the emergency transfer request document to fill out. If the HP does not have a copy of the emergency transfer request form, TCHSC can provide a copy. All requests received MUST be documented. Outcomes MUST be documented for annual reporting. Records MUST be maintained for 3 years. The

relevant HP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Requesting Emergency Transfer Process:



Policy for Internal Transfer:

Providers will allow tenants to make an internal emergency transfer when a safe vacant unit is immediately available for move-in within a reasonable period of time. This is a unit within the property where the tenant could reside without having to undergo an application process, and where the tenant meets the eligibility requirements of the unit and the HUD program for the property. If there is not a safe vacant unit immediately available, Providers will offer to put the victim on the property's internal transfer waiting list as a priority, and will also explain the external emergency transfer options available.

- **PLEASE NOTE:** The VAWA Final Rule defines the word "safe" as "what the victim believes is safe." Providers must engage the victim in a conversation regarding what s/he considers safe or what factors the victim considers unsafe. In addition, "unit is immediately available" is not defined by

the rule, but TCHSC has chosen to define it as a “vacant unit, ready for move-in within a reasonable period of time,” which Management defines as “a length of time that is fairly necessary and convenient to make a vacant unit ready for occupancy.”

- **Priority Waiting List for Internal Emergency Transfers:** Providers will give priority to tenants who qualify for an internal emergency transfer under VAWA in relation to any other categories of individuals seeking transfers or placement on waiting lists. Except in extreme cases where the victim’s safety is at risk and a verbal statement is allowable, the documentation for a tenant to submit in order to be placed on the Emergency Transfer Waiting List is the written emergency transfer request, VAWA form HUD-5383, where the tenant self-certifies to meeting the requirements for an emergency transfer under VAWA. If a tenant provides self-certification, and Provider has another safe and available unit for which the victim qualifies, the tenant will be allowed to transfer immediately. If Provider does not have a safe unit immediately available for an internal emergency transfer, the victim will be placed on the Emergency Transfer Waiting List which is shared with other Providers in order to find safe housing quickly. In addition, Providers will take steps to reduce the threat of further violence against the victim by offering to change the victim’s locks (pursuant to state and local laws); installing better lighting around the perimeter of the building, add camera to the inside and/or outside of the building, connecting victim to SafeSpace, involving law enforcement at victim’s request, and informing the victim that s/he is allowed temporary absence from the unit.

Policy for External Transfer:

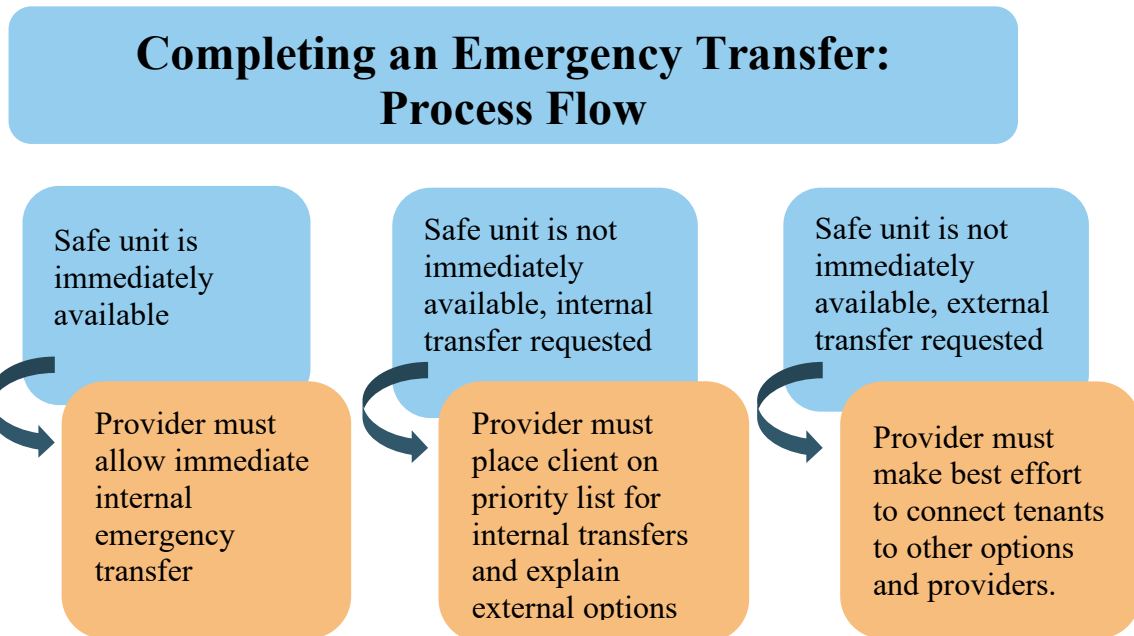
When a tenant requests a transfer to another property or to a housing unit that is not under the Provider’s control and where an application would be required, Providers will first give the victim the names, addresses, and phone numbers of domestic advocacy organizations that stand ready to assist VAWA victims on an emergency basis to help them. In addition, Providers will assist the tenant in finding alternative housing by providing the victim with a list of other HUD-assisted housing providers in the same jurisdiction that have offered their availability to assist VAWA victims and have adopted preferences for VAWA victims to be placed at the top of their Waiting Lists. Once the tenant has chosen a property for a potential emergency transfer, Providers will assist in the transfer. If a tenant requests a transfer outside of the Provider’s jurisdiction, the Provider will do their best to collaborate fully with the housing providers in the preferred transfer location to aid in finding safe housing alternatives for the tenant, including abiding by that region’s Emergency Transfer Plan’s policies and procedures.

- **Referrals:** If Provider has no safe and available units for which a tenant who needs an emergency transfer is eligible, Providers should assist the tenant in finding alternative housing by providing the victim with a list of other HUD-assisted housing providers in the same jurisdiction who may have offered their availability to assist VAWA victims. If the Provider does not have the ability or resources to provide this information, the client should be referred to the Lead Agency, TCHSC, and the State DV Provider, SafeSpace for assistance.
- **Seeking Internal and External Emergency Transfers Concurrently:** VAWA specifies that tenants must be able to seek an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available, so that the tenant has a greater opportunity to move to a safe unit as quickly as possible. If a tenant is not able to immediately relocate to a safe unit within the property, Management will place the tenant on its Emergency Transfer Waiting List. Simultaneously Management will provide the tenant with resources to seek an external emergency transfer to a unit that may be under a different provider or program.

- **Please Note:** If the external emergency transfer will likely remove the client from our tri-county served region, Providers should do their best to identify the DV provider in the region the client will move to in order to connect them.

Awareness:

The lead agency **must** be made aware of any and all requests for emergency transfer. Copies of documentation and results of the transfer must be provided to the Lead Agency and the Lead Agency should be made aware immediately at the time that requests are received. The Lead Agency (TCHSC) is required to report to HUD data on the number of transfers and relevant information therein.



Confidentiality

The TCHSC and the HPs must ensure that private information of victims of domestic violence, dating violence, sexual assault or stalking is protected in accordance with VAWA requirements. If the client is entitled to protection, the client’s housing program must notify the owner in writing that the client is entitled to protection under VAWA and work with the owner on the client’s behalf. Any further sharing or disclosure of the client’s information will be subject to the requirements in 24 CFR 5.2007.

The information under the *Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation* form will remain confidential and will be used by the TCHSC and the HP only to provide the victims with the exceptions and protections under VAWA.

HPs will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or

stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act form for more information about the TCHSC and HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Non-discrimination

Pursuant to VAWA and the policies of TCHSC, no applicant or tenant shall, on the basis of 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 or stalking, gender identity 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.

Emergency Transfer Timing and Availability

Recipients of Tenant-Based Rental Assistance

- A. Neither TCHSC nor the HP can guarantee that a transfer request will be approved or how long it will take to process a transfer request. The TCHSC and HP will, however, act as quickly as possible to assist a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking move with their rental assistance.
- B. If a family who is receiving TBRA separates, the family's TBRA and any utility assistance shall continue for the family members who are not evicted or removed. However, if the family's eligibility for housing was based on the evicted or removed individual's disability or chronically homeless status, the remaining members may stay in an assisted unit until expiration of the current lease term.

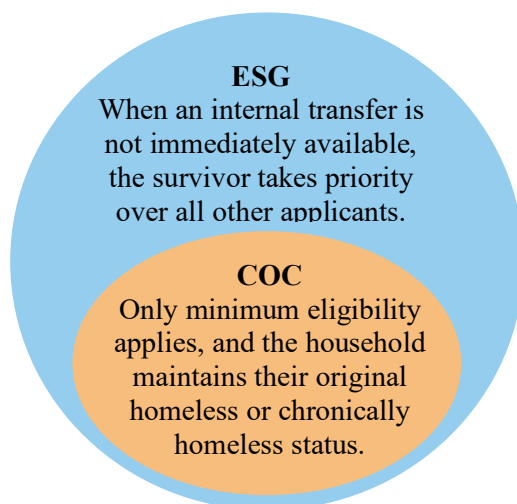
Recipients of PSH Project or Sponsor-Based or Master-Leased Housing

- A. Neither TCHSC nor the HP can guarantee that a transfer request will be approved or how long it will take to process a transfer request. The HP will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit within the same project, subject to immediate availability and safety of a unit.
- B. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit within same property or other property operated by the HP that the tenant believes is safe. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The provider may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
- C. Program participants who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under this part, provided that the individual or family meets all eligibility criteria for such assistance. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.
- D. If the family's eligibility for housing was based on the evicted individual's disability or chronically homeless status, the remaining members may stay in the project until expiration of the current lease term.

If HP has no safe and available units for which a tenant who needs an emergency transfer is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

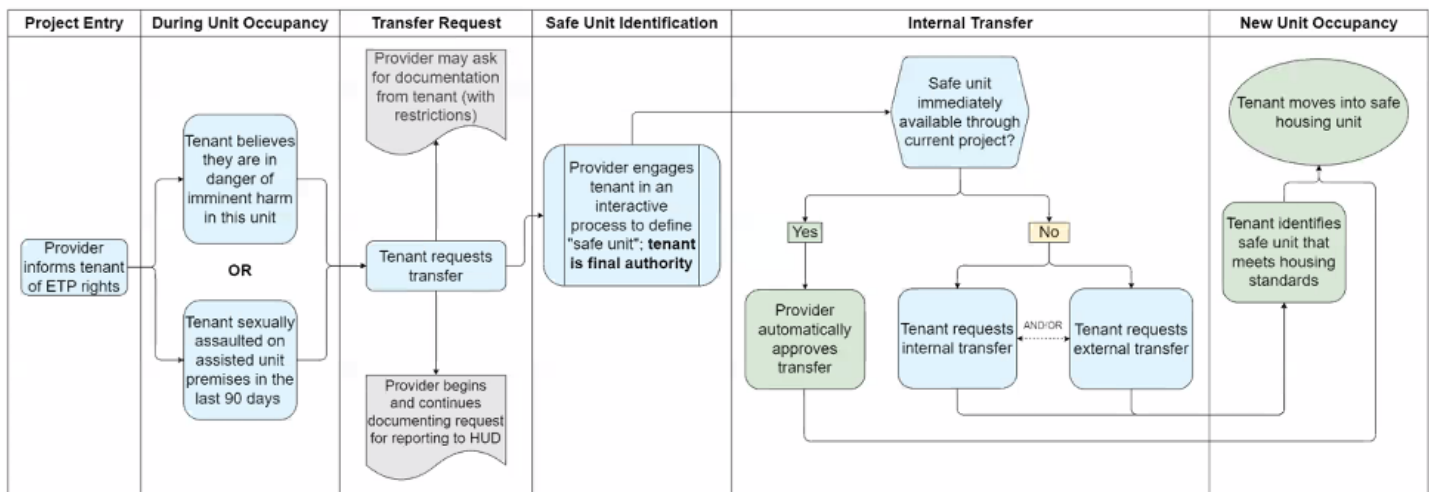
If a safe unit is not immediately available, the participant must have priority over all other applicants for all of the following:

- ESG-funded rental assistance under rapid re-housing and homelessness prevention.
- CoC-funded rapid re-housing and homelessness prevention.
- CoC-funded transitional housing.
- CoC-funded permanent supportive housing.



Completing an Emergency Transfer: Criteria and Preferences under 24 CFR 578.93(b)

- Housing may be limited to one sex if the housing is a single structure AND it has shared bedrooms or bathing facilities that make it appropriate for housing to be limited (578.93(b)(1)).
- Housing with at least one family with a child under 18 may exclude registered sex offenders and people with a criminal record that includes a violent crime (578.93(b)(4)).
- Housing is assisted under a Federal program that is limited to a specific subpopulation (e.g. HOPWA for people living with AIDS), housing may be limited to that subpopulation (578.93(b)(6)).
- Housing may be limited to an approved subpopulation that needs specialized services (e.g. substance use disorder treatment); some restrictions apply regarding projects designed to serve people with specific disabilities (578.93(b)(7)).



Lease Bifurcation

The PH or transitional program may, in accordance with paragraph 2 of 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, against an affiliated individual or other individual:

- Without regard to whether the 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 or lawful occupant.

A lease bifurcation, as provided in paragraph 1 of 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 HUD requirements.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of 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/>

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

PH and transitional programs shall refer victims of domestic violence, dating violence, sexual assault or stalking to SafeSpace. SafeSpace will assist the tenant with to applying for participation in the Address Confidentiality Program for Victims of Domestic Violence.

PH and transitional programs may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, dating violence, sexual assault or stalking, including but not limited to the following services and programs for domestic violence victims:

a) Certified Domestic Violence Centers:

- Safespace Shelter: 305-758-2804
- The Lodge: 305-693-1170

b) Domestic Violence One Stop Center:

- Coordinated Victims Assistance Center (CVAC): 305-285-5900

Appendix 1: VAWA Lease Addendum

LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION
ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon

extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Appendix 2: ESG Rental Assistance Agreement

EMERGENCY SOLUTIONS GRANT RENTAL ASSISTANCE AGREEMENT

Instructions: This Agreement covers ESG “Tenant-Based” Rental Assistance and must be completed by the Agency and Landlord when providing rental assistance under both the homelessness prevention and rapid re-housing components of the ESG Program. Even when paying rental arrears only a Rental Assistance Agreement is required as arrears are considered rental assistance. The Rental Assistance Agreement does not take the place of the lease between the program participant and landlord.

Agency: _____

Program Participant: _____

Address of Unit being rented: _____

Name of Apartment Complex if applicable: _____

Landlord Name: _____

Landlord Address: _____

Phone: _____

When providing tenant-based rental assistance, the Rental Assistance Agreement with the Landlord must terminate and no further rental assistance payments be made if:

- The program participant moves out of the housing unit;
- The lease terminates and is not renewed;
- The program participant becomes ineligible to receive ESG rental assistance.

During the term of the Rental Assistance Agreement, the Landlord must provide the Agency a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

Terms of Agreement: (term of the rental assistance agreement should be for the length of time the Agency anticipates providing assistance). All payments must be made directly to the Landlord.

- The term of this Rental Assistance Agreement begins on _____
- The term of this Rental Assistance Agreement ends on _____

Security Deposit:

- Agency will pay a Security Deposit to Landlord in the amount of \$ _____

Rental Arrears:

- Agency will pay Rental Arrears to Landlord in the amount of \$ _____
 - Number of months of arrears paid: _____
-

Monthly Rent:

- The monthly rent payable to the Landlord is: \$ _____
- Of the monthly rent amount, the Agency portion is: \$ _____
- Of the monthly rent amount, the program participant portion is \$ _____

**(If the program participant is required to pay a portion of the monthly rental amount, the Agency must have written policies and procedures for determining the program participant's portion)

Payment Due Date: (payment due date, grace period, and late payment penalty requirements must be the same as indicated in program participant's lease).

- The payment due date is: _____
- The grace period for payment is: _____
- Late penalty requirements are: _____
(Agency cannot use ESG Program funds to pay late payment penalty costs).

If assistance consists of the payment of rental arrears only: The total amount of \$ _____ will be paid by Agency to Owner for a total of _____ months of rental arrears. Other terms and conditions of this agreement include (attach additional documentation as necessary):

VAWA Protections. Owner agrees to abide by the following requirements:

- A. Owner shall not:
 - a. Evict or otherwise deny assistance to Tenant on the basis or as a direct result of the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking. Exception: Owner may evict upon showing that an actual and imminent threat* to other tenants or those employed at or providing service to the property would be present if Tenant is not evicted. Owner must document or

otherwise be able to prove the actual and imminent threat based on words, gestures, actions or other indicators. Owner may only use eviction in this situation when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring Tenant 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.

- b. Deny 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 the 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.
 - c. Construe an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as: (1) a serious or repeated violation of the lease by the victim or threatened victim of such incident or (2) good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.
- B. When providing notification of eviction to Tenant, Owner shall provide HUD's notice of occupancy rights under VAWA and certification form to Tenant in the appropriate language consistent with Owner's duty to provide meaningful access to services for limited English proficient persons.
- C. This addendum shall not limit Owner in complying with a court order regarding (i) the rights or access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking or (ii) the distribution or possession of property among members of a household.
- D. If Tenant requests VAWA protections, Owner may only request documentation in accordance with 24 CFR 5.2007. Owner may request in writing that the victim certify that the person is a victim of abuse and that HUD's certification form or other documentation as noted on the certification form be completed and submitted within 14 business days, or an agreed upon extension date, to receive VAWA protections. Failure to provide the certification or other supporting documentation may result in eviction.

* Actual and imminent threat is 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.

- E. Any information submitted to Owner by Tenant, including the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking shall be maintained in strict confidence. Owner shall not allow any individuals in their employ or under contract

to have access to confidential information unless explicitly authorized by Owner for reasons that specifically call for these individuals to have access under applicable Federal, State or local law. Owner shall not disclose such information to any other entity or person unless (i) requested or consented to by Tenant in a time-limited release, (ii) required for use in an eviction proceeding or hearing regarding termination of rental assistance, or (iii) otherwise required by applicable law.

- F. Consistent with [name of agency providing rental assistance]’s Emergency Transfer Plan, Tenant may request an emergency transfer if (i) Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit or (ii) Tenant was a victim of sexual assault that occurred on the premises within 90 days prior to requesting transfer.

Owner may bifurcate its lease with the participant in accordance with 24 CFR 576.409(e).

Owner shall include all VAWA protections and requirements in its lease with the participant, unless payment under this Agreement consists only of rental arrears.

Signature of Landlord

Date:

Signature of Agency Authorized Representative

Date:

Appendix 3: Emergency Transfer Request Form

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(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 submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records;

communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____