

Partner Agency \_\_\_\_\_

HMIS ID \_\_\_\_\_

SRA \_\_\_\_\_ TRA \_\_\_\_\_ (check one)

### **CSB TENANT RENTAL ASSISTANCE AGREEMENT, PART 1**

*CSB, partner agency case manager, and prospective tenant complete this part of the agreement immediately after USHS refers a prospective tenant to a vacancy*

**This agreement outlines your rights and responsibilities as a recipient of CSB rental assistance, and outlines the responsibilities of CSB and your case manager.**

#### **YOUR RESPONSIBILITIES**

1. Actively work with your case manager to find and move into a unit, within the rent limits listed below
2. Follow up on referrals provided by your case manager and submit applications for units
3. Provide documentation of your household's income to your case manager and CSB
4. Obtain information about any utility arrearages and provide this information to your case manager and CSB
5. Pay your portion of the rent monthly to the landlord or partner agency, as specified in your lease or occupancy agreement
6. Pay your portion of utilities monthly to the utility companies, if applicable
7. If you get behind on rent or have any difficulties in your new unit, actively cooperate with your case manager on a payment plan and/or eviction prevention plan
8. Notify your case manager and CSB if your income or household composition changes
9. Participate in regular and at least annual service assessments with your case manager
10. Provide updated documentation of your household's income to your case manager and CSB annually
11. Cooperate with CSB on regular and at least annual inspections of your unit
12. Notify your case manager if you have maintenance issues in your unit
13. Follow all requirements outlined in your lease or occupancy agreement

#### **YOUR CASE MANAGER'S RESPONSIBILITIES**

1. For TRA, actively help you find a unit, within the rent limits listed below. For SRA, show you the available unit that the partner agency is leasing from the landlord.
2. Submit the Tenancy Request form and an unsigned lease or occupancy agreement to CSB.
3. Help you move into the unit (after CSB approves the Tenancy Request, the unit passes inspection, and you sign the lease or occupancy agreement)
4. If you get behind on rent or have any difficulties in your new unit, actively work with you on a payment plan and/or eviction prevention plan
5. Work with CSB and the landlord to quickly resolve maintenance issues in your unit
6. If maintenance issues cannot be resolved and result in your unit not passing inspection, work with you and CSB to identify a different unit
7. Check in with you at least quarterly and offer supportive services and/or referrals tailored to your goals and preferences. Conduct at least an annual service assessment
8. Work with you and CSB to prepare for unit inspections, update annual income documentation, communicate household changes, and adhere to requirements outlined in your lease or occupancy agreement.

#### **CSB'S RESPONSIBILITIES**

1. Review the Tenancy Request from your case manager to make sure:
  - a. the landlord is not barred from participating in the program
  - b. the lease is compliant, includes all required elements, and is fair to you
  - c. the rent is within Fair Market Rent
  - d. the rent is reasonable compared to other units in the area
2. Work with the landlord to schedule an inspection of the unit. CSB will not pay rent for a unit that does not pass inspection.

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3. Determine the portion of the rent and utilities that CSB will pay and the portion of the rent and utilities that you will pay (30% of your household's income)
4. Pay the security deposit to the landlord
5. Pay CSB's portion of the rent to the landlord monthly
6. Pay CSB's portion of the utilities monthly
7. Conduct an annual income assessment
8. Conduct an annual inspection
9. Work with your case manager and the landlord to quickly resolve any maintenance issues in your unit
10. If maintenance issues cannot be resolved and result in your unit not passing inspection, work with you and your case manager to identify a different unit

## **YOUR RIGHTS**

You have the right to be treated with dignity, respect, and cultural sensitivity

You have the right to choose your own housing. You have the right to decline a decent, habitable unit offered to you once. Your case manager will offer you a second decent, habitable option. You will not be offered more than two units.

You have the right to reject substandard housing

You are encouraged, but not required, to participate in disability-related supportive services provided through your case manager

You have the right to receive housing and supportive services in this program, regardless of whether you are able to pay for these services

You have the right to self-determination in identifying and setting goals

You have the right to accommodation for literacy or language barriers

You have the right to physical privacy

You have the right to confidentiality and information about when confidential information will be disclosed, to whom, and for what purpose, as well as the right to deny disclosure

You have the right to access the housing protections of the Violence Against Women Act in situations involving domestic violence, dating violence, sexual assault, and stalking. These protections are detailed in the attached.

You have the right to reasonable access to records regarding your involvement in the program

Any children or youth in your household have the right to access public education and receive assistance exercising this right

You have the right to participate in the system's Citizens Advisory Council (and Youth Action Board, if you are between the ages of 18 and 25).

You have the right to access the program's grievance and appeals process and you have the right to have an advocate present during the grievance and appeals process

You have the same rights during the housing search process as you have after you are housed

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**CONTACT INFORMATION**

Case manager name: \_\_\_\_\_

Case manager contact information: \_\_\_\_\_

CSB housing team: [housing@csb.org](mailto:housing@csb.org) or 614-221-9195.

To submit a grievance or appeal a decision on a previously submitted grievance, contact the CSB rental assistance team. If you are not comfortable contacting the CSB rental assistance team, you can also contact the system ombudsman, Natalie Zimmerman (614-715-2541, [nzimmerman@csb.org](mailto:nzimmerman@csb.org))

**SIGNATURES**

**Community Shelter Board**

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

Signature and Date: \_\_\_\_\_

**Case Manager**

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

Signature and Date: \_\_\_\_\_

**Prospective Tenant**

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

Signature and Date: \_\_\_\_\_

**FAIR MARKET RENT LIMITS**

Rents for the units in this program must be within the Fair Market Rent amounts established by the U.S. Department of Housing and Urban Development. Your case manager will tell you how many bedrooms your household is eligible for. **Fair Market Rent amounts include utility allowances.**

Efficiency	\$970
1 Bedroom	\$1065
2 Bedroom	\$1302
3 Bedroom	\$1574
4 Bedroom	\$1745





STATUS DECLARATION FOR RENTAL ASSISTANCE

Head of Household Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client HMIS ID: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

List all members of your household currently living in your unit.

Table with 3 columns: Name, Age, Relationship to Head of Household. Includes five rows of blank lines for entry.

Check all applicable current sources of income for your household. Please attach documentation for all income and asset sources.

EMPLOYMENT \_\_\_\_\_ UNEMPLOYMENT \_\_\_\_\_ SOCIAL SECURITY \_\_\_\_\_ SSI/SSDI \_\_\_\_\_ PENSION \_\_\_\_\_

VA \_\_\_\_\_ WORKERS COMP \_\_\_\_\_ TANF \_\_\_\_\_ CHILD SUPPORT \_\_\_\_\_ ALIMONY \_\_\_\_\_

OTHER (EXPLAIN) \_\_\_\_\_

NO INCOME AT THIS TIME \_\_\_\_\_

If any household member is employed, when did the employment start? \_\_\_\_\_

Do you have:

Retirement, pension, or trust funds available? Yes \_\_\_ No \_\_\_
Stocks, bonds, treasury bills, certificates of deposit, or money market funds? Yes \_\_\_ No \_\_\_
Equity in a rental property or "Whole Life" Life Insurance? Yes \_\_\_ No \_\_\_

Child Care Expenses

Is the household paying out of pocket for child care for children under the age of 12 so an adult household member can work, seek employment, or go to school? Yes \_\_\_ No \_\_\_

If yes, what is the monthly cost of the child care? \$ \_\_\_\_\_ Please attach documentation.

**Disability Care Expenses**

Is the household paying out of pocket for attendant care (provided by someone who is not a member of the household) and/or any apparatus for any disabled household member that enables that person or any other household member to work? Yes \_\_\_ No \_\_\_

If yes, what is the monthly cost of the disability care? \$\_\_\_\_\_ *Please attach documentation.*

**Elder Care Expenses**

Is the household paying out of pocket for medical expenses and/or assistance (provided by someone who is not a member of the household) for any elderly household member over the age of 62? Yes \_\_\_ No \_\_\_

If yes, what is the estimated monthly cost of the medical expenses and/or assistance? \$\_\_\_\_\_ *Please attach documentation.*

**EMERGENCY CONTACT:**

Name \_\_\_\_\_

Relationship \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

**GENERAL QUESTIONS:**

What is your current rent portion you pay monthly? \$\_\_\_\_\_

What utilities do you currently pay? \_\_\_\_\_

**I CERTIFY BY MY SIGNATURE BELOW THAT ALL OF THE ABOVE INFORMATION IS TRUE AND COMPLETE. I UNDERSTAND THAT ANY CHANGES IN INCOME AND HOUSEHOLD SIZE LASTING MORE THAN 30 DAYS MUST BE REPORTED TO COMMUNITY SHELTER BOARD OR MY CASE MANAGER IMMEDIATELY.**

**I CERTIFY I HAVE RECEIVED HUD’S VAWA NOTICE, FORM HUD-5380, AND TRANSFER REQUEST, FORM HUD-5383, AT ENROLLMENT TO THE PROGRAM AND/OR WITHIN A RECERTIFICATION PACKET.**

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Significant Other

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Other Adult Household Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Other Adult Household Member

\_\_\_\_\_  
Date



**ZERO INCOME STATEMENT**

I \_\_\_\_\_, understand that the information provided on this form will be used to determine income eligibility and cost of housing. I have read the clarification for what is considered income\* and hereby certify that I am currently receiving no income from any source.

I certify that this statement is true to the best of my knowledge and understand that providing false, misleading or incorrect information may result in ineligibility for the Rental Assistance Program.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\*Income: Wages from job, self-employment, Social Security, Social Security Income (SSI), Pension/Veteran’s Administration (Military Pay), TANF/Ohio Works First (Public Assistance), Unemployment Benefits, Workers Compensation, Educational Financial Assistance (Financial Aid), Court Ordered Child Support Payments Received, Informal Child Support Payments Received and Alimony.

Client HMIS ID: \_\_\_\_\_





**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

INITIAL  
HERE-->  
INITIAL  
HERE-->

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Lessor Date Lessor Date

\_\_\_\_\_  
Lessee Date Lessee Date

\_\_\_\_\_  
Agent Date Agent Date

SIGN HERE





## **RELEASE OF INFORMATION AND DATA COLLECTION FORM**

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

HMIS: \_\_\_\_\_

The Community Shelter Board (CSB) Rental Assistance Program collects information which helps to determine eligibility for housing and calculation of client rent to assist with housing stability. The Program also requires information to be provided by other government agencies and service providers. In order for the Program to collect the information and provide services, your consent to release information is required.

- I. The Program understands that information about you, your health, employment/income, and housing history are personal, and we are committed to protecting the privacy of that information. Because of this commitment, we must obtain your written authorization before using or disclosing your protected health and personal information for the purposes described below. This form provides that authorization and helps us make sure that you are properly informed of how this information will be used or disclosed.
  
- II. Purpose: Alcohol Drug and Mental Health Board (ADAMH), CSB, Franklin County Children Services (FCCS), and the following providers: Equitas Health, Columbus Metropolitan Housing Authority, Community Housing Network, Gladden Community House, Homeless Families Foundation, Huckleberry House, Lutheran Social Services Faith Mission, Homefull, Maryhaven, National Church Residences, Netcare Access, The Salvation Army, Southeast Healthcare, Volunteers of America Ohio and Indiana, YMCA of Central Ohio, and YWCA Columbus may use this authorization and the information obtained with it, to collect and share with agencies named above, the information about my household members and me outlined in Part III below. The purpose of collecting and sharing information is to determine preliminary and continued eligibility for supportive housing.
  
- III. Authorization: For the duration of my participation in this program, I authorize the above-named organizations to obtain information about me or my family that is pertinent to my Program file.
  
- IV. Inquiries may be made about: Physical and Mental Health records, Substance Abuse Treatment records, Child Care Expenses, Medical Expenses, Handicapped Assistance Expenses, Credit History, Identity and Marital Status, Criminal Activity, Medical Expenses, Family Composition, Social Security Numbers, Federal/State/Tribal/Local Benefits, Residences and Rental History, Homeless History, History with FCCS, Columbus Metropolitan Housing Authority, ADAMH (current and previous service

utilization and linkage with ADAMH Provider Agencies), CSB programs, and Employment/Income/Pensions/Assets.

- V. Individuals/Organizations that may Release Information: Any individual or organization including any governmental organization may be asked to release information. For example, information may be requested from: ADAMH, CMHA, CSB, FCCS, housing providers mentioned in Section II above, Banks and Financial Institutions, Utility Companies, Landlords, Employers – Present and Past, Courts, U.S. Dept. of Veterans Affairs, Welfare Agencies, Law Enforcement Agencies, Credit Bureaus, Schools or Colleges, U.S. Social Security Administration, Providers of: Alimony, Substance Abuse services, Case Management services, Child Care, Child Support, Credit, Handicapped Assistance, Medical Care (including mental health services), Pensions/Annuities, Emergency Shelters and Housing Services.
- VI. Revocation: I understand that I have the right to revoke this authorization at any time by notifying the CSB Housing Department in writing at: 355 E. Campus View Blvd., Suite 250, Columbus, OH 43235. I understand that the revocation is only effective after it is received and logged by the CSB Housing Department. I understand that any use or disclosure made prior to the revocation of this authorization will not be affected by the revocation and the revocation will not apply to disclosures made in reliance on the authorization. I understand that after the information is disclosed, federal or state law might not protect it, and the recipient might re-disclose it.
- VII. Database Matching Notice /Consent: I agree that the above-named organizations using my information can conduct computer matching with other government agencies including Federal, State, Tribal or Local agencies. The government agencies include: Ohio Departments of Mental Health, Alcohol and Drug Addiction Services, Job and Family Services, U.S. Office of Personnel Management, U.S. Social Security Administration, State Employment Security Agencies, and State Welfare and Food Stamp Agencies.
- VIII. I also agree that the above-named organizations may enter personal information on members of my household and me and may research my information in HMIS, the database which is used by agencies providing shelter and housing-related services in Franklin County, MACSIS, the database which is used by agencies in the Mental Health system and SHARES, the database which is used by agencies funded by ADAMH.
- IX. Conditions: I agree that photocopies of this authorization may be used for the purposes stated above. If I do not sign this authorization or if I sign this authorization and later revoke it, I understand that my Rental Assistance may be terminated. This release of information is valid for twelve months from the date of signing.

## Clarity

We collect personal information about the people we serve in a computer system called Clarity. Clarity is used by agencies that provide prevention, shelter and housing related services in Franklin County. Agencies using Clarity comply with all the requirements related to keeping your personal information private and secure. We use the personal information to run our programs and help us improve our services. Also, we are required to collect some personal information by organizations that fund our program. Your information will help us in getting the appropriate services for you through our program or programs offered by other agencies. You have a right to review the information that we have about you. If you find mistakes, you can ask us to correct them. You have a right to file a complaint if you feel that your privacy rights have been violated.

## ResMan

We collect personal information about the people who receive rental assistance in a computer system called ResMan. We use the personal information to run our programs and help us improve our services. Your information will help us in getting the appropriate services for you through our program. You have a right to review the information that we have about you. If you find mistakes, you can ask us to correct them. You have a right to file a complaint if you feel that your privacy rights have been violated.

If you would like a copy of our privacy policy, our agency staff will provide one.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

HMIS #: \_\_\_\_\_

Unit Address \_\_\_\_\_

	<u>YES</u>	<u>NO</u>	
1 I have visited/inspected this property. Date visited _____	<input type="checkbox"/>	<input type="checkbox"/>	1
2 Interior doors close and latch. *	<input type="checkbox"/>	<input type="checkbox"/>	2
3 Exterior doors lock securely and shut properly without undue pressure. *	<input type="checkbox"/>	<input type="checkbox"/>	3
4 There is more than one entrance/exit in case of emergency.	<input type="checkbox"/>	<input type="checkbox"/>	4
5 The windows open and shut.	<input type="checkbox"/>	<input type="checkbox"/>	5
6 There are no broken windows. *	<input type="checkbox"/>	<input type="checkbox"/>	6
7 The water is on, there is hot water and the water is free of visible contaminants. If not on, when? _____	<input type="checkbox"/>	<input type="checkbox"/>	7
8 All toilets flush and all faucets work ( <b>skip if water is off</b> ).	<input type="checkbox"/>	<input type="checkbox"/>	8
9 There a working shower and/or bathtub ( <b>skip if water is off</b> ).	<input type="checkbox"/>	<input type="checkbox"/>	9
10 Gas/electric is on and the heat works. If not on, when? _____	<input type="checkbox"/>	<input type="checkbox"/>	10
11 Smoke detectors are installed and maintained on each floor of the unit. *	<input type="checkbox"/>	<input type="checkbox"/>	11
12 I am not deaf (select yes if not deaf). I am deaf and unit has fire alarms for deaf persons in each bedroom occupied by me. *	<input type="checkbox"/>	<input type="checkbox"/>	12
13 Each room has a ceiling light or outlet for light.	<input type="checkbox"/>	<input type="checkbox"/>	13
14 There cover plates on each outlet and none of the outlets are loose/damaged. *	<input type="checkbox"/>	<input type="checkbox"/>	14
15 Electric system is maintained and operated in manner free of visible hazards. *	<input type="checkbox"/>	<input type="checkbox"/>	15
16 There is working stove and/or refrigerator. If not, the unit contains space to store/prepare/serve food in a safe/sanitary manner.	<input type="checkbox"/>	<input type="checkbox"/>	16
17 Is the housing clean and sanitary?	<input type="checkbox"/>	<input type="checkbox"/>	17
18 Each room has proper ventilation and is the air free of pollutants.	<input type="checkbox"/>	<input type="checkbox"/>	18
19 Fire escapes and stairways maintained in safe condition. *	<input type="checkbox"/>	<input type="checkbox"/>	19
20 Siding of property is free of peeling paint.	<input type="checkbox"/>	<input type="checkbox"/>	20
21 If pregnant, or children under the age of 6 to occupy unit and unit was built prior to 1978, a pamphlet explaining hazards of lead-based paint was provided.	<input type="checkbox"/>	<input type="checkbox"/>	21
22 I have reviewed this checklist with my Case Manager.	<input type="checkbox"/>	<input type="checkbox"/>	22
23 I want to rent this property.	<input type="checkbox"/>	<input type="checkbox"/>	23

\* Denotes Code Enforcement Issue Items

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Case Manager Signature

\_\_\_\_\_  
Date





**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 cannot deny access to housing and/or evict tenants from housing on the basis of or as a direct result of being a survivor of domestic violence, dating violence, sexual assault, or stalking.
2. The Landlord may not consider incidents of domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the survivor of abuse.
3. 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 survivor or threatened victim of that abuse.
4. The VAWA does not limit the authority of the Landlord to evict or terminate assistance for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. The Landlord must not subject the tenant to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
5. Lack of documentation does not prevent tenants from exercising their rights under the VAWA. The Landlord may request in writing that the survivor, or a family member on the survivor's behalf, certify that the individual is a survivor 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.

6. All information provided by the tenant, including the fact that a person is a survivor of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

**Community Shelter Board Rental Assistance Program**<sup>1</sup>  
**Notice of Occupancy Rights under the Violence Against Women Act**<sup>2</sup>

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Community Shelter Board Rental Assistance Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

**Protections for Applicants**

If you otherwise qualify for assistance under **Community Shelter Board Rental Assistance Program**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **Community Shelter Board Rental Assistance Program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Community Shelter Board Rental Assistance Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

**Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

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<sup>1</sup> The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria 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, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

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

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

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

You can provide one of the following as documentation if it is safe for you to do so. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

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

If HP 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), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you

fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

### **Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

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

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

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

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

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

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

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

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

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

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **Community Shelter Board** or **HUD Columbus, OH Field Office**.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at

**<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>.**

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Community Shelter Board Rental Assistance Program, 614-221-9195.**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **LSS Choices for Victims of Domestic Violence, 614-224-4663.**

For 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>.

For help regarding sexual assault, you may contact **LSS Choices for Victims of Domestic Violence, 614-224-4663.**

Victims of stalking seeking help may contact **LSS Choices for Victims of Domestic Violence, 614-224-4663.**

**Attachment:** Certification form HUD-5382

**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

**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. Contact your case manager for more information about 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. Contact your case manager 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:** Lack of documentation does not prevent you from requesting an emergency transfer. 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) \_\_\_\_\_