

# **VAWA Compliance & Strategies for Serving Survivors of Domestic Violence**

Contra Costa County Continuum of Care

March 28, 2022

# Objectives

---

Learn about best practices for working with survivors

Address any questions or concerns you have about working with survivors

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

To learn about confidentiality & privacy protections for survivors of violence

# Agenda

---

**STAND! presentation on Strategies for Recognizing and Working with Survivors of Domestic Violence**

**Homebase presentation on the Violence Against Women Act (VAWA) and relevant Contra Costa County Continuum of Care Policies**

# Zoom Info

---

- We are recording
- Questions – chat to Everyone!
- Comments & responses – chat to Everyone!
- Tech issues – chat to Maddie!



# Domestic Violence and Housing

Mayra Sanchez, Bilingual Domestic Violence Liaison

Gretchen Ellis, MSW, Trainer/Volunteer Manager

# Learning Objectives

Intro to Domestic Violence Scope, Definition, & Dynamics

STAND! Services and Programs

Housing Barriers and Protections

Safety Considerations

# Prevalence

**1 in 4**  
Women

**1 in 7**  
Men

**1 in 5**  
Teens

**5**  
Million

Will experience  
relationship violence.

Will experience  
teen dating violence.

Children in the U.S live in  
homes where violence  
occurs.

# Our Community

## Contra Costa County <sup>(2)</sup>

- ▶ A higher percentage of women reported intimate partner violence compared to men.
- ▶ Between 2010 and 2019 there were 86 DV-related deaths (11 homicides and 14 suicides)
- ▶ The leading cause of DV death was from gunshot wounds
- ▶ The key predictor for subsequent DV homicide was prior strangulation

## STAND!

Only comprehensive IPV reduction agency in Contra Costa County.

In 1 year:

- ▶ 12k+ calls were answered on our Crisis Line
- ▶ 2,030 adult survivors served
- ▶ 182 children received therapy
- ▶ 1,337 teens received violence prevention education



# Interpersonal Violence can be...

- ▶ **Domestic Violence (DV):** historically heteronormative, spousal abuse
- ▶ **Intimate Partner Violence (IPV):** violence within a current/former intimate relationship (ex. Dating, online dating, engaged, divorced, etc.)
- ▶ **Family Violence (FV):** holistic term to indicate that the whole family is impacted by violence (including pets, elders, children, fetus, inlaws, co-parents, etc.); acknowledges that all families look different; can include child abuse, elder abuse, sibling abuse, etc.

# Domestic Violence is...

- ▶ Learned
- ▶ range of behaviors
- ▶ used in a pattern over time
- ▶ to establish power and control.



What can it look like?

# Cycle Of Violence



# STAND!'s Approach

- ▶ Trauma Informed
- ▶ Client/Survivor Centered
- ▶ Free & Voluntary Programs/Services
- ▶ Safe Space with Confidential Services
- ▶ Culturally Responsive
- ▶ Part of a larger network in community and in the field

# STAND! Programs

## ▶ Saving Lives:

- ▶ 24/7 Crisis and Counseling Line
- ▶ Lethality Assessment Program
- ▶ Emergency Shelter (*adults of all gender IDs + children*)
- ▶ Residential Children's Services
- ▶ **DV Liaisons:** R/O Clinics, Support Groups

## ▶ Rebuilding Families

- ▶ Transitional Housing (*internal referrals only*)
- ▶ Non-Violence Program
- ▶ Children's Counseling

## ▶ Changing the Future

- ▶ Youth Education Support Services
- ▶ Speaker's Bureau

# Legal Advocacy and Support

- ▶ **STAND! DV Liaisons:**
  - ▶ Do NOT provide legal advice.
  - ▶ Inform clients of the legal process and safety plan with clients.
  - ▶ Accompany clients to their DVRO hearings/mediation appointments.
  - ▶ Refer to other victim resources (internal + external)
  - ▶ Provide one to one peer counseling.
  - ▶ Safety Planning after DVRO is in force and safety planning with co-parenting

# Housing Barriers Specific to DV Victims

- ▶ Low Income
- ▶ Still living with abuser
- ▶ Bad landlord reference, prior evictions
- ▶ Lack of steady employment, lack of proof of employment
- ▶ Maintaining confidentiality from abuser
- ▶ Credit history/financial abuse
- ▶ Tactics of abuse (ex. Isolation)
- ▶ Violence escalates after leaving (ex. Stalking)

\*Leaving is the most dangerous time\*



# No / Low Income

## No Income

- ▶ No employment history
- ▶ Not allowed to work
- ▶ Stay at home parent
- ▶ Childcare
- ▶ Do not qualify for requirements of 3x rent

## Low Income

- ▶ Do not qualify for requirements of 3x rent
- ▶ Unemployment
- ▶ Work part-time due to lack of childcare
- ▶ Cal-works/cash-aid only
- ▶ Disabled
- ▶ Child support income only
- ▶ Victim is placed on allowance

## Bad credit

- ▶ Financial abuse
- ▶ Unpaid bills under victim's name (ex. PGE)
- ▶ Abuser took out loans in victim's name
- ▶ Credit cards in victim's name
- ▶ Evictions
- ▶ Identify theft

# Pandemic within the pandemic

- ▶ Nearly 40% of callers had also lost their childcare
- ▶ 27% identified housing as their primary concern
- ▶ 70% reported their mental health was worse than before the pandemic
- ▶ 62% reported significant loss of income
- ▶ 20% of callers reported *no access* to basic survival supplies like food and water for themselves and their children at the time of the call
- ▶ STAND has seen an increase in high-risk, high-lethality incidents

# Considerations for You...

- ▶ **Protective orders** can include kick-out orders among other things. “Protective orders and photos should be shared with landlords, security, neighbors” These are not an option for all victims
- ▶ **Framing is important** Not all DV victims will identify as a DV victim. Everyone deserves to feel safe, free from violence and harm in their home / relationship
- ▶ **Remember “7 times”** Not all victims want to leave or will leave. Many victims know leaving is dangerous for self/family. Maintain patience and be a neutral advocate. Everyone deserves a self and healthy relationship.
- ▶ **Introduce STAND and provide safe options** STAND! supports people who are or were experiencing unhealthy or violent relationships. Crisis Line is 24/7, >100 languages, crisis line email for deaf/hard of hearing or for safety reasons. Offer a phone or offer to call with them. You may be just planting a seed.

# When to Refer Clients to STAND!

Client shares they are experiencing relationship violence and they want support

Client shares that minor children or self need additional support in healing

Client shares that person who has caused harm is violating the RO (ex. Stalking them; visiting their home, workplace w/out permission).

Client shares that person who has caused harm is not complying with court orders related to child custody and visitation schedule.

Client is having a hard time reporting RO violations to law enforcement.

Client shares that a court date is coming up/DVRO is coming up for renewal.

Client isn't sure if they filed a DVRO or have a recent copy on their person.

# Group Discussion: safety considerations

- ▶ DV calls are the most dangerous and most lethal calls for Law Enforcement
  - ▶ STAND! staff never meet with clients in their homes
- ▶ Stalking and strangulation are highly correlated with lethality: 3 women/day are murdered by a current/former partner
  - ▶ STAND! staff will never meet with clients in the community - only secure locations
  - ▶ STAND! staff only leave messages if the client says it's safe to do so; limited info is put in client correspondence in case they are being monitored
- ▶ Remember leaving a violent relationship is the most dangerous time
  - ▶ STAND! safety plans with clients through every decision (ex. Filing for a RO; joining a support group; leaving or staying)
  - ▶ Leaving is a threat to the abuser's sense of power + control and can escalate tactics

# Questions?

- ▶ **24/7 Crisis & Counseling Line 888-215-5555**
- ▶ **Mayra Sanchez 925-878-1729 [mayras@standffov.org](mailto:mayras@standffov.org)**
- ▶ **Gretchen Ellis 925.603.0175 [gretchene@standffov.org](mailto:gretchene@standffov.org)**

# Poll questions

Try answering these 3 poll questions



# References

1. The National Intimate Partner and Sexual Violence Survey: 2010-2012 State Report. Atlanta, GA. National Center for Injury Prevention and Control, Centers for Disease Control and Prevention. [www.cdc.gov/violenceprevention/nisvs/infographic.html](http://www.cdc.gov/violenceprevention/nisvs/infographic.html)
2. Contra Costa County Domestic Violence Deaths Report (2021) [https://ehsd.org/wp-content/uploads/2021/06/DV\\_Report\\_Press\\_Release\\_FINAL-1.pdf](https://ehsd.org/wp-content/uploads/2021/06/DV_Report_Press_Release_FINAL-1.pdf)
3. NHLP CA Civil Code 1946.7 Toolkit: Early Lease Termination for Survivors, May 2014, <http://nhlp.org/files/Early%20Lease%20Termination%20Toolkit%20Combined%20-%20Advocates%20and%20Survivors.pdf>
4. NHLP Know Your Rights: Domestic and Sexual Violence and Federally Assisted Housing, Sept 2018: <https://www.nhlp.org/wp-content/uploads/VAWA-Brochure-English-and-Spanish-combined.pdf>
5. <http://www.cocofamilyjustice.org/services-before-import/safety/lawyers/>

# The Violence Against Women Act



The Federal Regulatory Landscape

# What is the Violence Against Women Act (VAWA)?

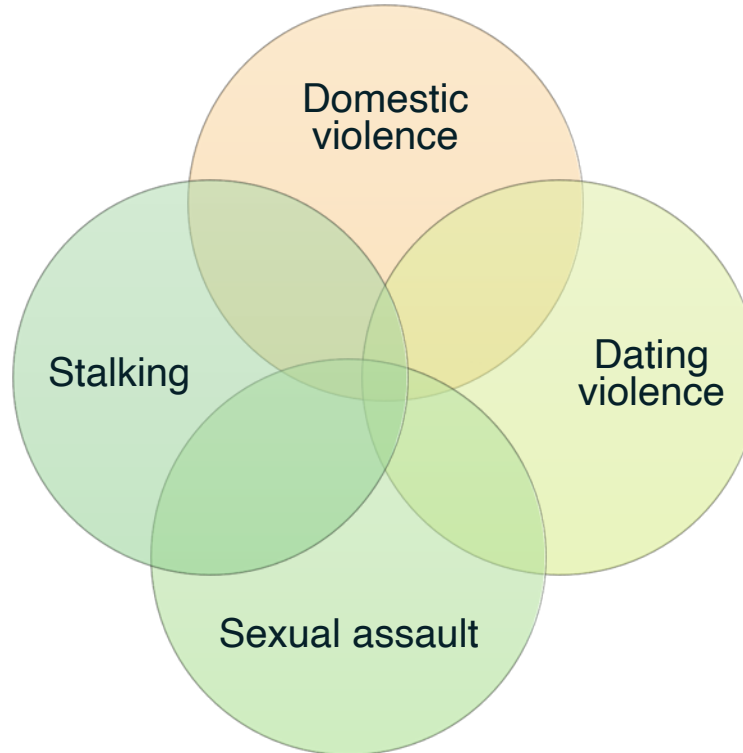


- Landmark legislation passed in 1994 & periodically reauthorized
- Recognition that domestic violence (DV) is an epidemic
- Provisions include:
  - ✓ Funding for coordinated community response to DV, sexual assault, dating violence, & stalking
  - ✓ Creation of a special DOJ Office on Violence Against Women
  - ✓ Strengthened protections for native, immigrant, & LGBTQ survivors
  - ✓ **Protections for survivors in HUD-funded program - implemented by 11/6/16 HUD Final Rule**
- ✓ There has been some criticism of VAWA for prioritizing law enforcement as the answer to ending interpersonal violence, rather than centering solutions on survivors and acknowledging that most survivors do not call the police.

# Whom does VAWA protect?

---

VAWA provides protection for survivors of



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

# VAWA Definitions

---

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

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



# HUD's VAWA Final Rule



# Key Safeguards for DV Survivors

---



Core Housing  
Protections

Emergency  
Transfer Plans

Required  
Notices and  
Contract Terms



# Core Housing Protections

---

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





# Limitations of VAWA Protections

---

- ❑ A program participant may be terminated or evicted:
  - ✓ For **any violation not based on an act of DV** against the tenant or an affiliated individual so long as the tenant is not subjected to a more demanding standard than other tenants in determining whether to evict or terminate assistance
  - ✓ If the housing provider can demonstrate an **actual and imminent threat** to other tenants, employees, or service providers
  
- ❑ **Actual and imminent threat** – A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. Factors to be considered include:
  - ✓ The **duration of the risk**
  - ✓ The **nature and severity** of the potential harm
  - ✓ The **likelihood** that the potential harm will occur
  - ✓ The **length of time** before the potential harm would occur

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

# Eviction or Termination Only as a Last Resort

---



Eviction or termination of assistance should occur only when there are **no other actions that could be taken** to reduce or eliminate the threat, including, but not limited to:

- ✓ Transferring the victim to a different unit
- ✓ Barring the perpetrator from the property
- ✓ Contacting law enforcement to increase police presence or develop other plans to keep the property safe
- ✓ Seeking other legal remedies to prevent the perpetrator from acting on a threat

# Bifurcating Leases

---

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

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

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

A close-up photograph of a red life preserver floating in blue water. The life preserver has two white reflective bands. A white rope is tied around it, with a knot visible on the right side. The background is a blurred view of the water's surface.

# VAWA Emergency Transfers

# What is a VAWA Emergency Transfer?

---

VAWA emergency transfers **quickly relocate** DV survivors receiving assistance who believe there is an **imminent threat of harm** from further violence should they remain in their home, or survivors who were **recently sexually assaulted** in their home.

# Emergency Transfers: Key Terms

---

- ❑ **Internal emergency transfer** –  
Emergency relocation of a tenant to another unit where the tenant would not be a new applicant
- ❑ **External emergency transfer** –  
Emergency relocation of a tenant to another unit where the tenant would be considered a new applicant
- ❑ **Safe unit** – A unit the DV survivor believes is safe



# Emergency Transfers: VAWA Requirements for CoCs

---

Each CoC must:

- ❑ Establish an **Emergency Transfer Plan** to quickly relocate DV survivors receiving CoC & ESG-funded assistance, including:
  - ❑ Details about the transfer process
  - ❑ Eligibility for transfers
  - ❑ Any required documentation
  - ❑ Confidentiality protections
  - ❑ Policy on what happens to non-transferring family member(s)
- ❑ Make the Emergency Transfer Plan **available to tenants & the public**
- ❑ Keep **a record of all emergency transfer requests & outcomes** of those requests for five years & report to HUD annually

# Contra Costa County CoC Emergency Transfer Policies

---

CoC policies on emergency transfers can be found in the Contra Costa Continuum of Care's Written Standards for Providing CoC and ESG Assistance.





# Who qualifies for an emergency transfer?

---

A program participant qualifies for an emergency transfer if:

- ❑ They are a **survivor** of domestic violence, dating violence, sexual assault, or stalking;
- ❑ They **expressly request** the transfer; *AND*
- ❑ Either:
  - ✓ They reasonably believe there is a **threat of imminent harm** from further violence if they remain in the dwelling unit; or
  - ✓ If they are a survivor of sexual assault, the sexual assault occurred on the premises during the **90-calendar-day period preceding** the date of the request for transfer.

# Emergency Transfer Process

---



# Emergency Transfer Process, Cont.

## Internal transfers

- Program staff should take immediate steps to effectuate transfer.
- Participant has same priority as program affords to all other internal transfers.
- If a safe unit is unavailable, offer the participant the option to:
  - Wait for a safe unit to become available,
  - Request an external transfer, **or**
  - Pursue internal & external transfer at the same time and transfer to next available safe unit.

## External Transfers

- Coordinated Entry System Manager facilitates referral of participant to next available safe unit through the Coordinated Entry System.
- Participant has priority over all other applicants, provided the household meets all eligibility criteria required by HUD and the new program.
- Household retains original homeless status.

# Additional CoC Policies

---

## ❑ Confidentiality

- Programs must ensure that strict confidentiality measures are in place to prevent disclosure of the participant's new location to the alleged abuser.

## ❑ Recordkeeping

- Programs must retain records of all emergency transfer request and their outcomes for a period of 5 years following the grant year of the program in which the household was a participant and report them to HUD annually.

- ❑ See the Contra Costa Coordinated Entry System Policies and Procedures for additional safeguards related to serving DV survivors in coordinated entry.

# Required Notices and Contract Terms

I Agree

# Required Notices to Participants

---

- ❑ All households receiving **CoC & ESG funded assistance** must receive a Notice of Occupancy Rights & Certification Form at each of the following times:
  - ✓ The household is **denied** assistance
  - ✓ The household is **admitted** to the program
  - ✓ The household receives notification of **eviction**
  - ✓ The household is notified of **termination** of assistance
  
- ❑ **Notice of Occupancy Rights** explains VAWA protections, including the right to confidentiality & limitations of the protections
  
- ❑ **Certification Form** to be completed by the survivor to document an incident of domestic violence, dating violence, sexual assault or stalking
  
- ❑ **Contra Costa County CoC Written Standards** require that evidence of compliance be kept in client files.

**Model forms are available on the HUD portal.**

# Required Contract Terms

## CoC Recipients & Landlords

- Owner/landlord will comply with **24 CFR part 5, subpart L** (VAWA), including the prohibited bases for eviction & restrictions on construing lease terms under **24 CFR 5.2005(b) & (c)**
- If TBRA
  - Owner/landlord will provide the participant with **Notice of Occupancy Rights** and **Certification Form** with any eviction notice
  - Recipient must keep **strictly confidential** any information provided by the participant when requesting an emergency transfer

## Landlords & Participants

Owner/landlord will comply with **24 CFR part 5, subpart L** (VAWA), including the prohibited bases for eviction & restrictions on construing lease terms under **24 CFR 5.2005(b) & (c)**

## CoC Recipients & Participants

- Recipient will comply with **24 CFR part 5, subpart L** (VAWA), including the prohibited bases for eviction & restrictions on construing lease terms under **24 CFR 5.2005(b) & (c)**
- If TBRA: Participant may **terminate the agreement without penalty** if the program determines the participant qualifies for an emergency transfer

# Key Compliance Takeaways

---

- ❑ Recipients and landlords cannot discriminate against DV survivors in denying assistance, terminating assistance, or evicting tenants.
- ❑ CoCs must have written emergency transfer plans to quickly relocate DV survivors who are at risk of harm or were recently sexually assaulted in their units.
- ❑ Programs must strictly safeguard DV survivor confidentiality.
- ❑ HUD does not require DV survivors to document their status, but if CoCs decide to do so, there are limits on these requests.
- ❑ Survivors must be provided with a Notice of Occupancy Rights and Certification Forms when they are denied assistance, admitted to programs, terminated from programs, or notified of eviction proceedings.
- ❑ VAWA requires certain terms to be added to agreements between LL/recipient, recipient/participant, and participant/LL





# A Note about Comparable Databases

---

- Certain providers, including “victim services providers” (also called “VSPs”) and providers or projects that receive certain types of federal funding are **prohibited** from entering **client-level data into the CoC’s mainstream HMIS**.
  - VSP definition: *a private nonprofit organization whose **primary mission** is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women’s shelters, domestic violence transitional housing and programs, and other programs.*
- These providers and projects must instead enter client-level data into a “**comparable database**” that separately stores information confidentiality.
- Complying with this requirement is critical to **keeping clients safe and secure**.

If you have a question about whether you should enter client data into HMIS, speak to your agency leadership or email [h3redteam@cchealth.org](mailto:h3redteam@cchealth.org).

An aerial photograph of a suburban neighborhood. The image shows a grid of streets with houses on either side. The houses have various roof colors, including red, brown, and grey. There are green lawns, trees, and some parked cars visible. The overall scene is a typical residential area.

# California Housing Laws

# Relevant California Housing Laws

---

- ❑ Landlords are **required to change locks within 24 hours** of receiving a request in writing & a court order excluding the abuser (or police report if the abuser does not live with the survivor) issued within 180 days
  - ✓ If the landlord does not change the locks, the DV survivor may change them without permission
- ❑ A landlord **cannot evict a tenant** based upon their status as DV survivor unless, after having used the defense that they are a DV survivor, the tenant persists in allowing the abuser onto the property or the landlord reasonably believes that the abuser poses a threat to other tenants
  - ✓ Landlord must provide tenant with at least 3 days' notice to allow DV survivor to correct the violation

***Please note that this is not a complete list of relevant laws, and you should always refer your client to a housing attorney for legal assistance on these issues.***

# Questions?

Contact us at:

[contracostaTA@homebaseccc.org](mailto:contracostaTA@homebaseccc.org)

# Federal Requirements for CoC Program Rental Contracts

## INTRODUCTION

This document provides an overview of requirements for rental contracts of Continuum of Care (CoC) permanent housing program participants, including:

- Leases between participants and landlords in tenant-based rental assistance (TBRA) programs and
- Subleases/occupancy agreements between participants and recipients/subrecipients in leasing programs.

## COC PROGRAM INTERIM RULE REQUIREMENTS

A permanent housing program participant's rental contract (lease, sublease, or occupancy agreement) must be:

- For term of at least one year;
- Automatically renewable for terms that are a minimum of one month long (except on prior notice by either party); and
- Terminable only for cause.

## VAWA REQUIREMENTS

The Violence Against Women Act (VAWA) mandates that the following terms be incorporated into each rental contract that will be entered into as well as each existing rental contract which will be renewed following the expiration of a current term (including those which automatically renew).

## REQUIRED TERMS FOR AGREEMENTS BETWEEN COC RECIPIENTS AND LANDLORDS

Any agreement between CoC recipients and property owners / landlords must include provisions stating that:

1. The owner/landlord will comply with 24 CFR part 5, subpart L
2. Any lease between the owner/landlord and the program participant or agreement between recipient and program participant will incorporate the provisions required by 24 CFR 5.2005(b) and (c), specifically:
  - 2.1. The program participant cannot be denied or terminated assistance or evicted from housing due to their status as a survivor of domestic violence or due to criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking acts threatened or committed against them in the home; and
  - 2.2. An incident of threatened or actual domestic violence, dating violence, sexual assault, or stalking against the program participant cannot be grounds for claiming the participant has

engaged in a “repeated and serious violation of a lease” or as good cause for terminating their assistance, tenancy, or occupancy rights.

Any lease between a landlord and program participant or agreement between recipient and program participant *may* specify that the protections under 24 CFR part 5, subpart L only apply during the period of assistance under the CoC program.

**TBRA** programs must include terms to ensure that:

1. The owner/landlord will provide the Notice of Occupancy Rights and Certification Form to the program participant with any notification of eviction; and
2. The recipient is bound by 24 CFR 5.2007(c) to keep in strict confidence any information provided by the participant, including the fact that domestic violence occurred, when requesting an emergency transfer.

**Non-TBRA** programs must include a provision stating that any agreement between the CoC recipient and program participant will permit the participant to terminate the agreement without penalty if the recipient determines that the participant qualifies for an emergency transfer.

---

## REQUIRED TERMS FOR LEASES BETWEEN LANDLORDS AND PROGRAM PARTICIPANTS

Any lease between a property owner / landlord and a CoC program participant must include provisions stating that:

- The landlord will comply with 24 CFR part 5, subpart L
- Per 24 CFR 5.2005(b) & (c):
  - The program participant cannot be evicted from housing due to their status as a survivor of domestic violence or due to criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking acts threatened or committed against them in the home; and
  - An incident of threatened or actual domestic violence, dating violence, sexual assault, or stalking against the program participant cannot be grounds for claiming the participant has engaged in a “repeated and serious violation of a lease” or as good cause for terminating their tenancy.

The lease *may* specify that protections under 24 CFR part 5, subpart L only apply during the period of assistance under the CoC program.



## REQUIRED TERMS FOR AGREEMENTS BETWEEN RECIPIENTS AND PROGRAM PARTICIPANTS

Any agreement between a CoC recipient and program participant must include provisions stating that:

- The recipient will comply with 24 CFR part 5, subpart L
- Per 24 CFR 5.2005(b) & (c):
  - The program participant cannot be denied or terminated assistance or evicted from housing due to their status as a survivor of domestic violence or due to criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking acts threatened or committed against them in the home; and
  - An incident of threatened or actual domestic violence, dating violence, sexual assault, or stalking against a participant cannot be grounds for claiming the participant has engaged in a “repeated and serious violation of a lease” or as good cause for terminating their assistance, tenancy, or occupancy rights.

The lease *may* specify that protections under 24 CFR part 5, subpart L only apply during the period of assistance under the CoC program.

**Non-TBRA** programs must also include a provision stating that the program participant may terminate the agreement without penalty if the recipient determines that the participant qualifies for an emergency transfer.