

PROTECTION FROM ABUSE ORDERS: PROTECTING IN  
EXTRAORDINARY WAYS

LUNCH AND LEARN CLE

APRIL 16, 2008

**Presented by:**

**Jennifer B. Ayers  
Staff Attorney, NPLS**

**Factual Scenario:** ( The following fact pattern is fictional, but based upon real life events of women in the Williamsport Area)

Sarah is a young single mother living in subsidized housing with her children. Thomas the father of her children has been abusive to her in the past but she's really never done anything about the abuse, because it only has occurred when he's been drinking, and he promises to stop.

Thomas is not a tenant of the housing complex where Sarah lives, but is well known to the management as a trouble maker, always causing commotion on the apartment grounds and getting in fights with other residents. The apartment complex issues a "No trespassing Notice" to Thomas in the form of a letter that directs him he is not welcome on this property. Sarah however relies on Thomas to provide child care while she works, and Thomas still comes on the housing complex at Sarah's request to watch their children.

One day when Thomas appears for babysitting duty, he shows up drunk, and beats the crap out of Sarah damaging her apartment in the process. The police are called, and Thomas is charged with Criminal Trespass and Simple Assault. They advise Sarah to see a protection from abuse Order, which she does by going to Wise Options.

Three days later, Sarah receives an eviction notice. The Housing Complex asserts that she has violated her lease under the following grounds. 1. Violation of the no trespass notice; 2. Criminal Activity cause by a guest, and 3. Damages to her apartment caused by her guest.

The day after Thomas is served with the Protection from Abuse Order, Thomas violates the Order by returning to Sarah's apartment and breaking in.. which results in more damage to the apartment. The apartment complex then issues a second notice to quit as a result of the new damage.

Sarah comes to you to seeking representation on the eviction. Do you know what protections she is afforded as a victim of Domestic Violence?





U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Special Attention of:  
Regional and Field Office Directors of  
Public Housing; Section 8 Financial Management  
Centers; Public Housing Agencies; Regional  
Directors; State and Area Coordinators

Notice: PIH 2006-42

Issued: December 27, 2006

Expires: December 31, 2007

---

SUBJECT: Violence Against Women and Justice Department Reauthorization Act 2005  
Form HUD-50066 Certification of Domestic Violence, Dating Violence, or  
Stalking

1. **PURPOSE:** This notice transmits form HUD - 50066, Certification of Domestic Violence, Dating Violence, or Stalking for use in the Public Housing Program, Housing Choice Voucher Program (including project-based vouchers), Section 8 Project-Based Certificate Program, and Section 8 Moderate Rehabilitation Program (excluding Mod Rehab SRO), as required by the provisions of Sections 606 and 607 of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA), Public Law 109-162. VAWA provides that Public Housing Agencies (PHAs) and Section 8 owners or managers may request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking and that the incidence(s) of threatened or actual abuse are bona fide in determining whether the protections afforded to such individuals under VAWA are applicable.
2. **APPLICABILITY:** This form HUD - 50066 is for use by PHAs administering the Public Housing, Housing Choice Voucher (including project-based vouchers), Section 8 Project-based Certificate, and Section 8 Moderate Rehabilitation Programs (excluding the McKinney Act Mod Rehab SROs), as well as owners and managers participating in the aforementioned programs. A certification form for use in Section 8 programs administered by the Office of Housing will be issued under separate guidance.
3. **BACKGROUND:** The Violence Against Women and Justice Department Reauthorization Act of 2005 protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. These provisions apply both to public housing agencies administering public housing and Section 8 programs and to owners renting to families under Section 8 rental assistance programs.

In general, the law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be 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. The law also provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

4. **CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING:** Among other requirements, Sections 606 and 607 of VAWA add certification and confidentiality provisions that allow for PHAs, owners or managers responding to an incident or incidents of actual or threatened domestic violence, dating violence or stalking that may affect a tenant's participation in the housing program to request in writing that an individual complete, sign and submit, within 14 business days of the request, a HUD-approved certification form. On the form, the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse. On the certification form, the individual shall provide the name of the perpetrator.

In lieu of a certification form, or in addition to the certification form, a tenant may provide to PHAs, managers or owners, (1) a Federal, State, tribal, territorial, or local police record or court record; (2) documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

An owner or PHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive the protections of VAWA. Note that, a PHA, owner or manager, at their discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

The PHA, owner or manager should be mindful that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, PHAs, owners and managers may require that the tenant come into the office to pick up the

certification form and are encouraged to work with tenants to make delivery arrangements that do not place the tenant at risk.

If the individual does not provide the form HUD - 50066 or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by the PHA, owner or manager, none of the protections afforded to the victim of domestic violence, dating violence or stalking by sections 606 or 607 will apply. The PHA, owner or manager would therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions, without regard to the amendments made by Sections 606 and 607.

**5. DEFINITIONS: The following definitions were incorporated into the United States Housing Act and apply to this notice.**

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, 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.

**Dating Violence:** Violence committed by a person:

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**Stalking:** to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

- 6. NOTICE AND CONFIDENTIALITY:** VAWA requires that PHAs, must notify tenants of their rights under VAWA, which includes the existence of the attached HUD form and the right to confidentiality and limits thereof. In doing so, PHAs may make the certification form available to all eligible families at the time of admission. Also, in the event of a termination or start of an eviction proceeding, PHAs may enclose the form with the appropriate notice and direct the family to complete, sign and return the form (if applicable) by a specified date. PHAs could also include language discussing the VAWA protections in the termination/eviction notice and request that a tenant come into the office to pick up the form if the tenant believes the VAWA protections apply.

All information provided to a PHA, manager or an owner relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence by the PHA or owner, and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is (i) requested or consented by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or, (iii) otherwise required by applicable law. The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof.

PHAs must also notify owners and managers of their rights and obligation under VAWA. PHAs, owners and managers are encouraged to access VAWA via the Internet at the following Website addresses:

<http://www.gpoaccess.gov/plaws/index.html> or

<http://thomas.loc.gov/bss/d1099/d109laws.html> and search for Public Law 109-162 to access the text of the final law. The VAWA technical corrections bill (Public Law 109-271), was signed into law on August 12, 2006, and may be reviewed via an Internet link on Thomas (the Library of Congress Website, located at <http://thomas.loc.gov/>).

**7. PAPERWORK REDUCTION**

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB control number 2577-0249. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

\_\_\_\_\_/s/\_\_\_\_\_  
Orlando J. Cabrera, Assistant Secretary  
for Public and Indian Housing

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING**

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

OMB Approval No. 2577-0249  
Exp. (05/31/2007)

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**Purpose of Form:** The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** A family member must complete and submit this certification, or the information that may be provided in lieu of the certification, within 14 business days of receiving the written request for this certification by the PHA, owner or manager. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by the PHA, manager and owner, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") under the Section 8 or public housing programs apply.

Note that a family member may provide, in lieu of this certification (or in addition to it):

- (1) A Federal, State, tribal, territorial, or local police or court record; or
- (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

---

**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE:**

**Date Written Request Received By Family Member:** \_\_\_\_\_

**Name of the Victim of Domestic Violence:** \_\_\_\_\_

**Name(s) of other family members listed on the lease** \_\_\_\_\_

**Name of the abuser:** \_\_\_\_\_

**Relationship to Victim:** \_\_\_\_\_

**Date the incident of domestic violence occurred:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Location of Incident:** \_\_\_\_\_



Name of victim:

---

Description of Incident:

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse. I acknowledge that submission of false information relating to program eligibility is a basis for termination of assistance or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

All information provided to a PHA, owner or manager relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence by an owner and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.



**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

---

Special Attention of:  
Regional and Field Office Directors of  
Public Housing; Section 8 Financial Management  
Centers; Public Housing Agencies; Regional  
Directors; State and Area Coordinators

Notice: PIH 2006-23  
Issued: June 23, 2006  
Expires: June 30, 2007

---

Subject: Implementation of the Violence Against Women and Justice Department  
Reauthorization Act 2005

**1. Purpose.** This Notice informs Public Housing Agencies (PHAs) of the passage of the Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (VAWA). Among many other things of significance to PHAs, VAWA prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).

**2. Applicability.** PHAs administering the Public Housing, Section 8 Voucher programs, including the HCV program and all owners participating in the Section 8 voucher and project-based programs must comply with this law. Accordingly, PHAs should make tenants participating in all public housing and voucher programs as well as owners participating in the Section 8 voucher programs aware of the requirements of VAWA as soon as possible.

**3. Implementation.** On January 5, 2006, President Bush signed VAWA into law as Public Law 109-162. Section 603 of the law amends Section 5A of the U.S. Housing Act (42 U.S.C. 1437c-1) to require PHAs' five-year and annual PHA Plans to contain information regarding any goals, activities, objectives, policies, or programs of the PHA that are intended to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. Sections 606 and Section 607 amend the Section 8 and public housing sections of the U.S. Housing Act (42 U.S.C. 1437f and 1437d) to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking – as well as members of the victims' immediate families – from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim.

**4. Additional Information.** HUD is developing proposed regulations that make conforming changes in existing regulations and provide guidance regarding the requirements of this law. In the interim, PHAs should be mindful that these statutory provisions were effective the date the law was enacted (January 5, 2006).

Also, because Section 606 of VAWA requires the issuance of a “HUD approved certification form” for victims of abuse to use in the event that a PHA or Section 8 owner requests (as they may under the Act) that a victim of abuse certify that the alleged incidents of abuse are bona fide, PIH is developing such a form, and additional information about the form will be forthcoming. In the interim, PHAs, owners, and managers are encouraged to accept other types of certifications from alleged victims.

PHAs, owners, and managers are encouraged to access VAWA 2005 via the Internet at the following Website addresses: <http://www.gpoaccess.gov/plaws/index.html> or <http://thomas.loc.gov/bss/d109/d109laws.html> and search for Public Law 109-162 to access the text of the final law.

\_\_\_\_\_/s/\_\_\_\_\_  
Orlando J. Cabrera, Assistant Secretary  
for Public and Indian Housing



---

# NATIONAL LAW CENTER ON HOMELESSNESS & POVERTY

---

## *The impact of the Violence Against Women Act of 2005 (VAWA) on the housing rights and options of survivors of domestic and sexual violence*

### Frequently Asked Questions

The federal Violence Against Women Act of 2005 (VAWA 2005) (Pub. L. 109-162; 119 Stat. 2960), signed into law on Jan. 5, 2006, includes important new housing legal protections and programs for victims of domestic violence, dating violence, sexual assault, and stalking. Out of a recognition that domestic violence is a leading cause of homelessness nationally, and that victims of domestic violence around the country are discriminated against in housing because of the acts of their abusers against them, federal law now explicitly addresses some of these barriers.

### Overview

#### **What housing legal protections and housing programs are in VAWA?**

VAWA 2005 includes the following new housing protections and programs:

- Amendments to the federal Public Housing and Section 8 statutes to clarify that victims of domestic violence may not be evicted from or denied housing because they are victims
- Amendments to federal housing planning requirements to ensure that the needs of victims are considered in these local planning processes
- Amendments to the federal McKinney-Vento Homeless Assistance Act to ensure safety and confidentiality for victims in the Homeless Management Information System (HMIS)
- New federal grant program for public and assisted housing agencies to address domestic violence through agency policy changes, training, and best practices
- New federal grant program to ensure local community collaboration in developing long term affordable housing for victims
- Clarifying changes in federal transitional housing for victims

#### **When did the new VAWA housing provisions become effective?**

VAWA became effective on Jan. 5, 2006, when the bill was signed into law. The housing amendments have been codified in their applicable statutory locations.

VAWA's new housing grant programs, described below, are authorized beginning in federal fiscal year (FY) 2007, which begins Oct. 1, 2006. Before the programs can be administered, they must receive federal funding from Congress through the annual appropriations process for FY 2007. The President's budget for FY 2007 does not include funding for these new programs.

### **Where can I find a copy of the new law?**

VAWA 2005 became Pub. L. 109-162; 119 Stat. 2960 (2006), which has since been codified. Copies of the legislation are available at <http://thomas.loc.gov> by clicking on "Public Laws." Legal research databases also have slip copies. The title of the legislation was the "Violence Against Women and Department of Justice Reauthorization Act of 2005." The housing provisions were in Title VI of the law, and were part of a much larger bill.

### **Where are the housing provisions in the new law?**

Title VI of VAWA 2005, entitled "Housing Opportunities and Safety for Battered Women and Children," addresses housing. The VAWA housing provisions, described further below, have been codified as follows:

- Section 601 (findings; purposes; definitions; new housing grant programs) at 42 U.S.C. § 14043e *et seq.* (2006)
- Section 602 (changes to transitional housing grant program) at 42 U.S.C. § 13975 (2006)
- Section 603 (changes to PHA annual and five-year plans) at 42 U.S.C. § 1437c-1 (2006)
- Section 604 (changes to consolidated plan) at 42 U.S.C. § 12705(b)(1) (2006)
- Section 605 (changes to HMIS) at 42 U.S.C. § 11383(a)(8) (2006)
- Section 606 (changes to Section 8 programs) at 42 U.S.C. § 1437f (2006)
- Section 607 (changes to Public Housing program) at 42 U.S.C. § 1437d (2006).

## **VAWA Amendments Affecting Federal Housing**

### **What federal housing programs did VAWA amend?**

VAWA amended the Public Housing Program (42 U.S.C. § 1437d (2006)), the Housing Choice Voucher Program (42 U.S.C. § 1437f(o) (2006)), Project-Based Section 8 (42 U.S.C. §§ 1437f(c), (d) (2006)), and the general Section 8 statute (42 U.S.C. § 1437f (2006)).

### **Who is covered by the new protections in these amendments?**

The new protections cover victims of domestic violence, dating violence, and stalking who are tenants in the federal Public Housing and Section 8 voucher and project-based programs.

The protections also cover immediate members of the victim's family. "Immediate family member" includes: any person living with the victim and related to him or her by blood or marriage; or the victim's spouse, parent, brother, sister, child, or any person to whom the victim stands in loco parentis. *See* 42 U.S.C. § 1437d(u)(3)(D) (2006); 42 U.S.C. § 1437f(f)(11) (2006).

### **Who must comply with the new law?**

Public housing agencies (PHAs) administering the federal Public Housing and Section 8 voucher programs and all landlords, owners, and managers participating in the Section 8 voucher and project-based programs must comply with the new law.

### **How does the law define domestic violence, dating violence, and stalking?**

The new law follows the federal definitions of domestic violence, dating violence, and stalking as the terms have been defined in VAWA.

“Domestic violence,” as defined in VAWA, “includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, 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 adult person against a victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction receiving grant monies.” *See* 42 U.S.C. § 1437d(u)(3)(A) (2006); 42 U.S.C. § 1437f(f)(8) (2006); 42 U.S.C. § 13925(a)(6) (2006).

“Dating violence” means “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 the persons involved in the relationship.” *See* 42 U.S.C. § 1437d(u)(3)(B) (2006); 42 U.S.C. 1437f(f)(9) (2006); 42 U.S.C. § 13925(a)(8) (2006).

“Stalking” means “to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to: that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.” *See* 42 U.S.C. § 1437d(u)(3)(C) (2006); 42 U.S.C. § 1437f(f)(10) (2006).

### **How many incidents of domestic violence, dating violence, or stalking are necessary to trigger the law’s protection?**

The new law protects an individual when one incident of domestic violence, dating violence, or stalking occurs against the victim, and when that incident forms the basis for the PHA’s or landlord’s action against the victim.

### **What legal protections does VAWA provide against denial of housing or eviction on the basis of domestic violence, dating violence, or stalking?**

The statute now provides that an individual’s status as a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of admission or denial of housing assistance. *See* 42 U.S.C. § 1437d(c)(3) (2006); 42 U.S.C. § 1437f(c)(9)(A) (2006); 42 U.S.C. § 1437f(d)(1)(A) (2006); 42 U.S.C. § 1437f(o)(B) (2006).

The statute also establishes an exception to the federal “one-strike” criminal activity eviction rule for tenants who are victims. VAWA explicitly provides that an incident of actual or threatened domestic violence, dating violence, or stalking does not qualify as a “serious or repeated violation of the lease” or “good cause for terminating the assistance, tenancy, or occupancy rights of the victim.” *See* 42 U.S.C. § 1437d(l)(5) (2006); 42 U.S.C. § 1437f(c)(9)(B) (2006); 42 U.S.C. § 1437f(d)(1)(B) (2006); 42 U.S.C. § 1437f(o)(7)(C) (2006); 42 U.S.C. § 1437f(o)(20)(A) (2006).

The statute also provides that “criminal activity directly relating to domestic violence, dating violence, or stalking” does not constitute grounds for termination of a tenancy. *See* 42 U.S.C. § 1437d(l)(6) (2006); 42 U.S.C. § 1437f(c)(9)(C) (2006); 42 U.S.C. § 1437f(d)(1)(C) (2006); 42 U.S.C. § 1437f(o)(7)(D) (2006); 42 U.S.C. § 1437f(o)(20)(B) (2006).

**What about the offender alone? Can a PHA or Section 8 landlord evict a tenant if the individual engages in criminal acts of physical violence against a family member?**

VAWA explicitly provides that a PHA or Section 8 landlord “may bifurcate a lease” in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain. *See* 42 U.S.C. § 1437d(l)(6)(B) (2006) (Public Housing); 42 U.S.C. §§ 1437f(o)(7)(D)(ii) (2006) (Housing Choice Voucher Program); 42 U.S.C. §§ 1437f(c)(9)(C)(ii) and (d)(1)(B)(iii)(II) (2006) (Project-Based Section 8).

**What about court orders that address rights of access to or control of the property, such as civil protection orders or divorce orders from domestic violence and family court judges?**

VAWA seeks to ensure that PHAs and Section 8 landlords honor civil protection orders and other court orders from domestic violence and family court judges that address rights of access to or control of the property. *See* 42 U.S.C. § 1437d(l)(6)(C) (2006) (Public Housing); 42 U.S.C. §§ 1437f(o)(7)(D)(iii) and (o)(20)(D)(ii) (2006) (Housing Choice Voucher Program); 42 U.S.C. §§ 1437f(c)(9)(C)(iii) and (d)(1)(B)(iii)(III) (2006) (Project-Based Section 8).

**Suppose the victim engages in separate criminal activity that has nothing to do with being the victim of domestic violence, dating violence, or stalking?**

VAWA protects tenants who are victims of criminal activity that directly relates to domestic violence, dating violence, or stalking from eviction on those grounds. However, a PHA or Section 8 landlord may evict a victim for unrelated criminal activity as long as in doing so, the PHA or Section 8 landlord does not hold the victim to a more demanding standard than other tenants. *See* 42 U.S.C. § 1437d(l)(6)(D) (2006) (Public Housing); 42 U.S.C. §§ 1437f(o)(7)(D)(iv) and (o)(20)(D)(iii) (2006) (Housing Choice Voucher Program); 42 U.S.C. §§ 1437f(c)(9)(C)(iv) and (d)(1)(B)(iii)(IV) (2006) (Project-Based Sec. 8).

**Are there any circumstances where a victim who is eligible for the housing might still be evicted, despite the new law?**

Yes. If a PHA or Section 8 landlord demonstrates “an actual and imminent threat to other tenants or those employed at or providing service to the property” if that tenant’s tenancy is not terminated, then the PHA or Section 8 landlord may evict the victim. *See* 42 U.S.C. § 1437d(l)(6)(E) (2006) (Public Housing); 42 U.S.C. §§ 1437f(o)(7)(D)(v) and (o)(20)(D)(iv) (2006) (Housing Choice Voucher Program); 42 U.S.C. §§ 1437f(c)(9)(C)(v) and (d)(1)(B)(iii)(V) (2006) (Project-Based Section 8).

**Before complying, may a PHA or Section 8 landlord ask an individual for documentation that he or she is or has been a victim of domestic violence, dating violence, or stalking?**

Yes. However, nothing in the statute requires the PHA or Section 8 landlord to ask for this documentation before complying. A PHA or landlord may comply based solely on the individual’s statement or other corroborating evidence. *See* 42 U.S.C. § 1437d(u)(1)(D) (2006); 42 U.S.C. § 1437f(ee)(D) (2006).



**What information counts as documentation that a PHA or Section 8 landlord may recognize?**

A victim may fully satisfy a PHA's or Section landlord's request for documentation by producing a federal, state, tribal, territorial, or local police or court record that documents the incident or incidents of violence. Alternatively, a victim may provide a statement in which "an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse" attests under penalty of perjury that the professional believes that "the incident or incidents in question are bona fide incidents of abuse." The victim also must sign or attest to the documentation. In addition, the documentation must name the offender. Finally, the statute also allows PHAs and Section 8 landlords to request documentation through a certification form approved by HUD. *See* 42 U.S.C. §§ 1437d(u)(1)(A) and (C) (2006) (Public Housing); 42 U.S.C. §§ 1437f(ee)(1)(A) and (C) (2006) (Section 8).

**How long does an individual have to produce documentation?**

After a PHA or Section 8 landlord has requested the documentation in writing, an individual has 14 business days to respond to the request. If an individual does not provide the documentation within 14 business days, the PHA or landlord may bring eviction proceedings against the tenant. However, the PHA or Section 8 landlord also may extend this timeframe at its discretion. *See* 42 U.S.C. §§ 1437d(u)(1)(A) and (B) (2006); 42 U.S.C. §§ 1437f(ee)(1)(A) and (B) (2006).

**What happens to information an individual provides to a PHA or landlord about incidents of domestic violence, dating violence, or stalking, or about his or her status as a victim?**

If an individual provides certification, the PHA or Section 8 landlord must keep the information confidential, including the individual's status as a victim of domestic violence, dating violence, or stalking. A PHA or Section 8 landlord may not enter the information into any shared database or provide it to any related entity. However, a PHA or Section 8 landlord may disclose the information if: the victim requests or consents to the disclosure in writing; the information is required for use in eviction proceedings related to whether the incident or incidents in questions qualify as a serious or repeated violation of the lease or criminal activity directly relating to domestic violence, dating violence, or stalking; or disclosure is otherwise required by law. *See* 42 U.S.C. § 1437d(u)(2)(A) (2006); 42 U.S.C. § 1437f(ee)(2)(A) (2006).

**Does an individual's status as a current or former victim of domestic violence, dating violence, or stalking guarantee that his or her housing application will be accepted?**

No. VAWA protects an individual from being denied admission and from being evicted on the basis of his or her status as a victim of domestic violence, dating violence, or stalking, only so long as the individual otherwise qualifies for the housing. The new law did not change existing eligibility.

**What if a state, local, or federal law provides greater housing protection to victims of domestic violence, dating violence, or stalking than VAWA does?**

In such a case, the statute provides that the state, local, or federal law that provides greater protection to victims supersedes the provisions in VAWA.

A list of states that recently have enacted laws to remove housing barriers for victims, or have relevant pending state legislation, is available from the National Law Center on Homelessness & Poverty at [http://www.nlchp.org/FA\\_DV/index.cfm](http://www.nlchp.org/FA_DV/index.cfm).

## **Does VAWA clarify portability for victims of domestic violence, dating violence, or stalking in the Section 8 Housing Choice Voucher Program?**

Yes. The new law amended the Section 8 Housing Choice Voucher Program to clarify that a family with a Section 8 voucher may move to another jurisdiction if the family has complied with all other obligations of the program and is moving “to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believe[s] he or she was imminently threatened by harm from further violence if he or she remained” in the unit. In complying with the new law, the original PHA may ask for certification from the family regarding the family’s desire to move to a new jurisdiction. *See* 42 U.S.C. §§ 1437f(r)(5) and (ee) (2006).

In federal public housing, PHAs already have the discretion to adopt policies to ensure that a public housing resident can move if he or she is experiencing domestic violence. The Department of Housing and Urban Development (HUD) has urged PHAs to do so by, for example, issuing a voucher to the resident to ensure that he or she can move. In addition, HUD has urged PHAs to accept a wide range of documentation to establish the occurrence of domestic violence, including a credible statement from the victim. *See* U.S. Department of Housing and Urban Development, Public Housing Occupancy Guidebook §§ 19.2, 19.4 (2003).

In addition, VAWA authorized a new federal grant program requiring that participating PHAs and subsidized housing providers adopt portability mechanisms and emergency transfer policies for victims, among other requirements. All PHAs and many HUD-assisted housing providers will be eligible to apply for these funds. For more information on the new program, please see below.

## **How will tenants know of their new housing rights under VAWA?**

Under the statute, PHAs must inform tenants of their new rights and owners and managers of their rights and obligations. For example, PHAs must provide tenants with notice: that an incident or incidents of domestic violence, dating violence, or stalking do not qualify as serious or repeated violations of the lease; that criminal activity directly relating to domestic violence, dating violence, or stalking does not constitute grounds for termination of a tenancy; and that new confidentiality provisions govern the disclosure of information under the law. *See* 42 U.S.C. § 1437d(u)(2)(B) (2006); 42 U.S.C. § 1437f(ee)(2)(B) (2006).

Leases must include this information, as must the housing assistance payment contract between the PHA and participating landlords in the Section 8 voucher program and contracts in the Project-Based Section 8 program. *See* 42 U.S.C. §§ 1437d(l)(5), (6) (2006) (Public Housing); 42 U.S.C. §§ 1437f(o)(7)(C), (o)(7)(D), and (o)(20) (2006) (Housing Choice Voucher Program); 42 U.S.C. §§ 1437f(c) and (d) (2006) (Project-Based Section 8).

Additionally, PHAs must inform Section 8 voucher tenants of the possibility of voucher portability between jurisdictions to escape an imminent threat of further violence from domestic violence, dating violence, or stalking. *See* 42 U.S.C. § 1437f(ee)(2)(B) (2006).

## **What planning processes must PHAs and local communities undertake under the new law to assist victims with their housing needs?**

The federal statute governing PHA plans now requires PHAs to include in their annual plans a description of: “(A) any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; (B) any activities, services, or programs provided or offered by a public

housing agency that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and (C) any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.” *See* 42 U.S.C. § 1437c–1(d)(13) (2006).

The federal statute governing PHA plans now requires PHAs to include in their five-year plans a description of any goals, objectives, policies, or programs they have in place to serve the housing needs of child and adult victims of domestic violence, dating violence, sexual assault, and stalking. *See* 42 U.S.C. § 1437c–1(a)(2) (2006).

The amendments also added the housing needs of victims of domestic violence, dating violence, sexual assault, and stalking to the “consolidated planning” process that local communities undertake every five years to receive HUD assistance. *See* 42 U.S.C. § 12705(b)(1) (2006).

**Does the new law establish any federal statutory preference on housing waiting lists for victims of domestic violence, dating violence, or stalking?**

No. As was the case prior to the new law, there is no federal statutory preference for victims of domestic violence. However, HUD and Congress already have urged local PHAs to consider preferences for individuals who are victims of domestic violence, consistent with the PHA plan for the agency. *See* § 514(e), Quality Housing and Work Responsibility Act of 1998 (Pub. L. 105-276, 112 Stat. 2461 (Oct. 21, 1998)); 24 C.F.R. § 960.206(b)(4) (2006); U.S. Department of Housing and Urban Development, Public Housing Occupancy Guidebook § 19.0 (2003).

For victims residing in public housing who are petitioning for “qualified alien” citizenship status, HUD urges PHAs to adopt a preference subcategory for these victims as well. *See* U.S. Dep’t of Housing and Urban Development, Public Housing Occupancy Guidebook § 19.5 (2003).

In addition, VAWA authorized a new federal grant program requiring that participating PHAs and assisted housing providers adopt local preferences for victims, among other requirements. All PHAs and many federally-assisted housing providers will be eligible to apply for these grant funds. For more information on the new grant program, please see below.

**Does the new law amend the federal Fair Housing Act to prohibit housing discrimination against victims of domestic violence, dating violence, sexual assault, or stalking in all covered housing, or provide a parallel federal legal protection against housing discrimination?**

No. Unfortunately, Congress dropped provisions that had been proposed to achieve this broader goal. However, the federal Fair Housing Act prohibition on sex discrimination has been found to extend to housing discrimination against domestic violence survivors in certain circumstances. *See* Bouley v. Young-Sabourin, 394 F.Supp.2d 675 (D. Vt. 2005); Warren v. Ypsilanti Hous. Comm’n (E.D. Mich. 2003) (settled); United States *ex rel.* Alvera v. C.B.M. Group, No. CV 01-857-PA (D. Or. 2001) (consent decree); Alvera v. Creekside Village Apartments, No. 10-99-0538-8 (HUD 2001) (HUD Determination of Reasonable Cause); Winsor v. Regency Prop. Mgmt., No. 94 CV 2349 (Wis. Cir. Ct. 7, 1995) (memorandum opinion; application of state fair housing law).

In addition, VAWA authorized a new federal grant program requiring that participating PHAs and subsidized housing providers certify that they do not discriminate against victims of domestic violence, dating violence, sexual assault, and stalking, among other requirements. All PHAs and many federally-

assisted housing providers will be eligible to apply for these grant funds. For more information on the new grant program, please see below.

**What housing protections are available under the new law for survivors of sexual assault?**

The new amendments that provide denial and eviction protections in the Public Housing and Section 8 programs extend explicitly to victims of domestic violence, dating violence, and stalking but, unfortunately, do not explicitly extend to victims of sexual assault. The federal definitions of domestic violence, dating violence, and stalking are provided above.

However, the new PHA plan amendments and new consolidated planning amendments, also described above, explicitly include the needs of victims of sexual assault. *See* 42 U.S.C. § 1437c-1 (2006); 42 U.S.C. § 12705(b)(1) (2006).

In addition, VAWA authorized a new federal grant program requiring that participating PHAs and subsidized housing providers meet certain requirements in addressing domestic violence, dating violence, sexual assault, and stalking in federal public and subsidized housing. Victims of sexual assault are explicitly included as intended beneficiaries of this program. For more information on the new grant program, please see below.

“Sexual assault,” as defined in VAWA, means “any conduct pr[o]scribed by chapter 109A of title 18, United States Code, whether or not the conduct occurs in the special maritime and territorial jurisdiction of the United States or in a Federal prison and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim.” *See* 42 U.S.C. § 13925(a)(23) (2006).

**Did VAWA 2005 clarify battered immigrants’ eligibility for long term federal housing?**

No. Unfortunately, VAWA did not address this issue. However, in 2003, Congress directed HUD to work with the Department of Justice “to develop any necessary technical corrections to applicable housing statutes with respect to qualified aliens who are victims of domestic violence and Cuban and Haitian immigrants to ensure that such statutes are consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and the Illegal Immigration Reform and Personal Responsibility Act of 1996.” *See* Conference Report to Accompany H.J. Res. 2, Consolidated Appropriations Resolution, FY 2003, at 1495 (2003).

In addition, for mixed families residing in public housing, HUD urges PHAs to refer immigrant victims of domestic violence to agencies that can assist victims in obtaining eligible citizenship status. For those victims who are petitioning for “qualified alien” status under the law, HUD urges PHAs to adopt a preference subcategory for these victims. *See* U.S. Department of Housing and Urban Development, Public Housing Occupancy Guidebook § 19.5 (2003).

All immigrants are eligible for HUD-funded emergency shelter and transitional housing, as well as for federally-funded emergency domestic violence shelter and transitional housing, regardless of citizenship status. *See* 66 Fed. Reg. 3613 (Jan. 16, 2001) (A.G. Order 2353-2001); Letter from HUD Secretary Andrew Cuomo to HUD Funds Recipients (Jan. 19, 2001).

## **Do the VAWA amendments cover all federal housing programs?**

No. VAWA explicitly amended the Public Housing Program (42 U.S.C. § 1437d), the Housing Choice Voucher Program (42 U.S.C. § 1437f(o)), and Project-Based Section 8 (42 U.S.C. § 1437f(c), (d)). Congress did not amend, for example, other HUD housing assistance programs, the Low Income Housing Tax Credit program administered through the Internal Revenue Service, or housing programs administered through the Department of Agriculture Rural Housing Service. These other federal housing programs remain subject to their own program-specific rules that already may provide certain housing protections for battered tenants.

All federal housing is subject to the prohibition on sex discrimination in the federal Fair Housing Act, which has been found to extend to housing discrimination against domestic violence survivors in certain circumstances. *See, e.g.*, *Bouley v. Young-Sabourin*, 394 F.Supp.2d 675 (D. Vt. 2005); *Warren v. Ypsilanti Hous. Comm'n* (E.D. Mich. 2003) (settled); *United States ex rel. Alvera v. C.B.M. Group*, No. CV 01-857-PA (D. Or. 2001) (consent decree); *Alvera v. Creekside Village Apartments*, No. 10-99-0538-8 (HUD 2001) (HUD Determination of Reasonable Cause); *Winsor v. Regency Prop. Mgmt.*, No. 94 CV 2349 (Wis. Cir. Ct. 7, 1995) (memorandum opinion; application of state fair housing law).

In addition, many other federally-assisted housing providers receiving HUD funds will be eligible to apply for a new federal grant program under VAWA that is designed to respond to domestic violence, dating violence, sexual assault, and stalking in federally-assisted housing. For more information on the new grant program, please see below.

## **Changes in Homeless Management Information System (HMIS)**

VAWA amended the McKinney-Vento Homeless Assistance Act to require HUD to instruct grantees and sub-grantees under the act not to enter personally-identifying information into any shared databases, such as the Homeless Management Information System (HMIS). The change is intended to protect the safety and confidentiality of victims of domestic violence, dating violence, sexual assault, and stalking who use emergency shelter and homeless services programs that receive funding under the act and are therefore otherwise subject to HMIS data reporting requirements. *See* 42 U.S.C. § 11383(a)(8) (2006).

## **New Grant Program for Public and Assisted Housing Agencies to Address Domestic Violence, Dating Violence, Sexual Assault, and Stalking**

In line with the long-standing history and intent of VAWA, the new law also helps PHAs and federally-assisted housing providers respond appropriately to domestic violence, dating violence, sexual assault, and stalking through an incentive grant program.

Grants will be used for educating and training agency staff, developing improved housing admissions and occupancy policies and best practices, improving collaboration with victim services organizations, and reducing discriminatory evictions and denials of housing to victims.

To be administered by the Office on Violence Against Women in the Department of Justice, in consultation with HUD and the Department of Health and Human Services (HHS), the grant program received authorization from Congress for \$10 million for each of fiscal years (FY) 2007 through 2011. *See* 42 U.S.C. § 14043e-4 (2006). Before the program can be administered, it must receive actual funding from Congress through the separate annual appropriations process. The President's budget for FY 2007 (beginning Oct. 1, 2006) does not include funding for the program.

Eligible housing providers under the new program will include PHAs, tribally designated housing entities, and owners or managers of housing assisted under the following HUD housing programs: section 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f) (all HUD Section 8 housing); sections 213, 220, 221(d)(3), 221(d)(4), 223(e), 231, or 236 of the National Housing Act (12 U.S.C. §§ 1715l(d)(3), (d)(4), or 1715z-1) (HUD mortgage insurance programs for low-income families); section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C. § 1701s) (HUD rental assistance for low-income families); section 202 of the Housing Act of 1959 (12 U.S.C. § 1701q) (HUD supportive housing for the elderly); section 811 of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 8013) (HUD supportive housing for persons with disabilities); title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) (HOME Investment Partnerships Program); subtitle D of title VIII of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. § 12901 et seq.) (Housing Opportunities for Persons with AIDS); title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) (Community Development Block Grants).

### **New Grant Program for Collaboration in Developing Long Term Housing Stability for Victims**

The new law establishes a grant program to fund collaborative local efforts to create long term housing stability for victims of domestic violence, dating violence, sexual assault, and stalking who are homeless or at risk for becoming homeless. The program is designed to provide an incentive for local housing, homelessness, and victim services providers to establish partnerships in approaching community agencies for development of long term, affordable housing.

To be administered by HHS, the grant program received funding authorization from Congress of \$10 million for each of FYs 2007 through 2011. *See* 42 U.S.C. § 14043e-3 (2006). Before the program can be administered, it must receive actual funding from Congress through separate annual appropriations. The President's budget for FY 2007 (beginning Oct. 1, 2006) does not include funding for the program.

### **Amendments to Transitional Housing for Victims Grant Program**

The new law clarifies certain requirements in the existing transitional housing program for victims, which the Office on Violence Against Women of the Department of Justice administers, to ensure voluntary participation in supportive services and to permit operating expenses as an eligible use of funds. Congress also increased the program's annual authorization from \$30 million to \$40 million for each of FYs 2007 through 2011. *See* 42 U.S.C. § 13975 (2006). These changes will go into effect in FY 2007. The program is subject to annual appropriations from Congress. The President's budget for FY 2007 (beginning Oct. 1, 2006) includes \$14.9 million for the program.

*For additional information, please contact:*

*Naomi Stern, Staff Attorney, Domestic Violence Program  
National Law Center on Homelessness & Poverty, (202) 638-2535 x208, [nstern@nlchp.org](mailto:nstern@nlchp.org)  
or*

*Terri Keeley, Women's Law and Public Policy Fellow  
National Law Center on Homelessness & Poverty, (202) 638-2535 x205, [tkeeley@nlchp.org](mailto:tkeeley@nlchp.org)*



## **VAWA 2005 – New Housing Protections for Victims of Domestic Violence, Dating Violence, or Stalking**

VAWA 2005 includes important new protections to ensure that victims of domestic violence, dating violence, or stalking living in public housing or using federally-funded housing vouchers (“Section 8” vouchers) do not lose their housing based on the criminal acts of violence against them.

These provisions respond to a widespread problem of individuals being evicted because “criminal activity” – the abuse committed against them – has occurred in their apartments, or because noises -- such as a scream for help, a police siren, or shots being fired -- have “disturbed the peaceful enjoyment of the property.” Victims who do separate from an abuser often face housing discrimination when they look for new housing. Too often, victims face the unconscionable choice of returning to an abusive relationship or becoming homeless.

VAWA 2005 helps improve victims’ access to safe housing by making clear that:

- An individual cannot be denied access to public housing or to voucher assistance because he or she has been a victim of domestic violence, dating violence, or stalking;
- A victim cannot be evicted or cut off from voucher assistance based on incidents of abuse or criminal activity directly relating to abuse; however, landlords may take steps to evict or deny assistance to the perpetrator of acts of violence;
- Public housing authorities have a responsibility to notify tenants of their new rights under VAWA; and
- All information provided by a tenant related to domestic violence, dating violence, or stalking must be kept confidential.

VAWA 2005 also authorizes funding develop transitional housing for victims looking for safe long-term housing and for housing providers to partner with domestic violence organizations to develop strategies for serving the needs of victims and promoting safety.

For technical assistance on VAWA’s housing protections, contact Deborah Widiss ([dwidiss@legalmomentum.org](mailto:dwidiss@legalmomentum.org) or 212-925-6635).





---

# NATIONAL LAW CENTER ON HOMELESSNESS & POVERTY

---

## Some Facts on Homelessness, Housing, and Violence Against Women

Domestic and sexual violence are leading causes of homelessness nationally, especially for women. In varying regions around the country, significant percentages of homeless women report that domestic violence was the immediate cause of their homelessness. Up to 100% of homeless women have experienced domestic or sexual violence at some point in their lives. Some survivors and their families become homeless when they flee abuse. Others become homeless upon being denied alternate housing or after being wrongfully or discriminatorily evicted from their current housing as a result of the violence against them.

Understanding the connections between homelessness, housing, and violence against women is important in order to identify solutions to homelessness for survivors and their families. NLCHP works as the legal arm of the movement to prevent and end homelessness in the U.S., including by working explicitly to improve access to housing for survivors of violence against women and their families. Additional information about NLCHP's Domestic Violence Program is available online at [http://www.nlchp.org/FA\\_DV/index.cfm](http://www.nlchp.org/FA_DV/index.cfm)

### **Up to 100% of homeless women have experienced domestic or sexual violence at some point in their lives, depending on the region and type of study.**

- A study of homeless and low-income women in Worcester, Massachusetts, found that 63% of these women had experienced some form of severe physical violence by their current or most recent partner.<sup>1</sup>
- The same Massachusetts study found that 92% of women interviewed had experienced severe physical violence or sexual assault at some point in their lives.<sup>2</sup>
- A survey conducted in ten locations around the U.S. in 2003 found that almost all of the 100 participating homeless mothers had experienced or witnessed domestic violence during their lifetimes.<sup>3</sup>
- In a study from Chicago, Illinois, 56% of women in shelters revealed that they had experienced domestic violence, and 36% stated that they had experienced physical or sexual abuse in their homes as a child.<sup>4</sup>
- In Minnesota, 45% of women reported being physically abused as a child, and 42% had been sexually abused as a child.<sup>5</sup>
- Almost 50% of homeless women in San Diego, California, reported being victims of domestic violence.<sup>6</sup>
- Approximately 50% of families in the city's mainstream homeless shelter system in Washington, D.C., have experienced domestic violence.<sup>7</sup>

- Over 1,300 homeless individuals surveyed in the Washington, D.C., metropolitan area in 2005 reported being victims of domestic violence, or about 12% of individuals surveyed.<sup>8</sup>
- In Los Angeles, California, 34% of homeless family members reported being victims of domestic violence.<sup>9</sup>
- In Kentucky, Tennessee, and the Carolinas, 60% of homeless parents living in shelters with their children reported experiencing domestic violence for a 2000 study.<sup>10</sup>
- According to a 1999 report, 47% of homeless school-aged children and 29% of homeless children under five have witnessed domestic violence in their families.<sup>11</sup>
- In a 1997 study conducted among homeless women who had been diagnosed with major mental illness, 50% of the women surveyed reported histories of child physical abuse, child sexual abuse, adult physical abuse, and adult sexual abuse.<sup>12</sup>

**Violence against women is a principal cause of women's homelessness. Between 22% and 57% of homeless women report that domestic or sexual violence was the immediate cause of their homelessness, depending on the region and type of study.**

- A comprehensive study released in 2005 found that one out of every four homeless women is homeless because of violence committed against her.<sup>13</sup>
- A survey conducted in ten locations around the U.S. in 2003 found that 25 out of 100 homeless mothers had been physically abused within the last year.<sup>14</sup> The cities were: Albuquerque, New Mexico; Los Angeles, California; Milwaukee, Wisconsin; Pueblo, Colorado; Minneapolis, Minnesota; Philadelphia, Pennsylvania; New Orleans, Louisiana; Springfield, Massachusetts; Phoenix, Arizona; and Seattle, Washington.
- In Chicago, Illinois, shelters, 22% of homeless women reported being homeless as a result of domestic or sexual violence.<sup>15</sup>
- In Minnesota, 27% of homeless women in the Twin Cities area reported that domestic violence was the immediate cause of their homelessness in 2003; in greater Minnesota, 39%.<sup>16</sup>
- In Fargo, North Dakota, and Moorhead, Minnesota, one in five homeless women in 2004 reported fleeing abuse as one of the main reasons for leaving their last housing.<sup>17</sup>
- A 2004 study in Los Angeles, California, showed that 34.3% of homeless women had experienced domestic violence during the past year. Of these homeless women, 57.8% reported becoming homeless as a direct result of fleeing the domestic violence.<sup>18</sup>
- In Massachusetts in 2005, 57% of lesbian, gay, bisexual and transgender (LGBT) victims of domestic violence reported becoming homeless as a result of the domestic violence.<sup>19</sup>
- In New York City in 2002, almost half of all homeless parents had experienced domestic violence; 25% of all homeless parents were homeless as a direct result of the abuse.<sup>20</sup>

- A 1997 survey found that 22% of homeless parents in ten cities around the U.S. left their last residence because of domestic violence.<sup>21</sup>
- In New York, 25% of homeless heads of households reported being homeless because of domestic violence.<sup>22</sup>
- In a 2001 study of homeless youth, 61% of homeless girls and 19% of homeless boys reported having been sexually abused before leaving home.<sup>23</sup>
- In 1995, 35% of homeless persons in Virginia shelters reported being homeless because of family violence.<sup>24</sup>
- According to a 1990 study, 50% of all homeless women and children are fleeing abuse.<sup>25</sup>
- In 2005, 50% of U.S. cities surveyed reported that domestic violence was “a primary cause of homelessness” – overall – in their cities. These cities were: Burlington, Vermont; Cedar Rapids, Iowa; Charleston, South Carolina; Chicago, Illinois; Los Angeles, California; Nashville, Tennessee; Philadelphia, Pennsylvania; St. Paul, Minnesota; Salt Lake City, Utah; San Antonio, Texas; Seattle, Washington; and Trenton, New Jersey.<sup>26</sup>
- According to a 2005 survey, domestic violence is one of the top five factors contributing to homelessness – overall – in Iowa.<sup>27</sup>
- In 2001, 27% of homeless individuals in Missouri shelters were survivors of domestic violence, making domestic violence a leading cause of homelessness in the state.<sup>28</sup>
- In 1995, a survey of homeless adults in Michigan found that a leading cause of homelessness was physical abuse.<sup>29</sup>

**Women-headed households are disproportionately represented among homeless families, among residents of subsidized housing, and in court eviction proceedings.**

- Little or no national data is available that disaggregates national housing trends by sex or gender.<sup>30</sup>
- Over 85% of homeless families are headed by women – specifically, by single women with children.<sup>31</sup>
- In Washington, D.C., families account for 43% of the city’s homeless population. Single-parent families comprise 93% of that figure. Single women without children represent 15% of the city’s homeless population.<sup>32</sup>
- National data collected in 1996 indicated that women constituted 61% of homeless individuals who never had been homeless in the past.<sup>33</sup>
- Fully 79% of households receiving federal housing assistance are headed by women.<sup>34</sup>

- Households that are headed by women constitute 84% of the households receiving assistance through the federal Housing Choice Voucher Program (tenant-based Section 8 assistance).<sup>35</sup>
- In 100% of 331 metropolitan areas surveyed for a 2005 national fair lending study, “subprime” lenders (with higher-than-average interest rates) significantly outpaced “prime” lenders in their rates of mortgage loans to women borrowers.<sup>36</sup>
- A 2006 study based on federal data confirms that women, and especially women of color, are more likely than men to receive subprime mortgages. This disparity holds true across subprime loans for home purchase, refinance, and home improvement.<sup>37</sup>
- The majority of tenants in Baltimore, Maryland, who face eviction have been found to be low-income women of color with limited economic resources.<sup>38</sup>
- Research has found that 70% of tenants facing eviction in Philadelphia, Pennsylvania, were women of color, and that 83% of the same tenants were persons of color.<sup>39</sup>
- One study found that in Los Angeles, California, households that were headed by African-American women with children faced higher eviction rates than others.<sup>40</sup>
- A 2004 national report found that women living in disadvantaged neighborhoods were more than twice as likely to be the victims of intimate violence compared with women living in more advantaged neighborhoods.<sup>41</sup>

**Inadequate housing and shelter options, evictions, discrimination, poverty, and other factors contribute to the crisis. Furthermore, many women remain in an abusive relationship because of these barriers.**

- A 2005 survey in New York City found that 27.5% of housing providers who had a vacancy either flatly refused to rent, or failed to follow up as promised, after they learned that a domestic violence survivor would be residing in the apartment.<sup>42</sup>
- A 2005 survey of 76 legal and social services providers around the country found that 28% of all housing denials handled by these advocates, and 11% of all evictions, resulted from domestic violence against the tenant.<sup>43</sup>
- In 1987, 31% of domestic violence victims in New York City returned to their abuser after leaving because they did not have access to long-term housing.<sup>44</sup>
- In 1984, New York City shelters turned away 59% of domestic violence victims and their children because of insufficient space.<sup>45</sup>
- In 2003, 44% of homeless women in Fargo, North Dakota, reported that they had previously stayed in abusive relationships because they had nowhere else to go; in Minnesota, 46%.<sup>46</sup>
- A manager of a confidential domestic violence shelter in Los Angeles, California, reported for a 1991 article that 85% of their clients returned to abusive relationships because of a lack of housing and employment.<sup>47</sup>

---

<sup>1</sup> Ellen Bassuk, M.D., National Center on Family Homelessness, *Written Submission to the U.N. Regional Consultation on Women and the Right to Adequate Housing in North America 2* (October 15, 2005) (on file with NLCHP) (citing E.L. Bassuk et al., *The Characteristics and Needs of Sheltered Homeless and Low-Income Housed Mothers*, 276 J. AM. MED. ASS'N 640-46 (1996)).

<sup>2</sup> *Id.* at 2.

<sup>3</sup> National Center on Family Homelessness & Health Care for the Homeless Clinician's Network, *Social Supports for Homeless Mothers* 14, 26 (2003).

<sup>4</sup> Rebekah Levin et al., Center for Impact Research, *Pathways to and from Homelessness: Women and Children in Chicago Shelters 2* (2004).

<sup>5</sup> Wilder Research Center, *Homeless in Minnesota 2003 22* (2004).

<sup>6</sup> San Diego Regional Task Force on Homelessness, *Domestic Violence and Homelessness*, available at <http://www.co.san-diego.ca.us/rth/victims.html> .

<sup>7</sup> Coalition of Housing and Homeless Organizations, *Homelessness in Washington, D.C. 3* (2004) (citing Community Partnership for the Prevention of Homelessness, *FY 2002 Continuum of Care Inventory: Public and Private Homeless Services in the District* (2002)).

<sup>8</sup> Homeless Services Planning and Coordinating Committee, Metropolitan Washington Council of Governments, *Homeless Enumeration for the Washington Metropolitan Region 19* (2005) (Figure 8).

<sup>9</sup> Institute for the Study on Homelessness and Poverty at the Weingart Center, *Homelessness in Los Angeles: A Summary of Recent Research 18* (2004) (citing Los Angeles Homeless Services Authority, *2001 Los Angeles Continuum of Care, Exhibit Narrative*).

<sup>10</sup> Homes for the Homeless, *The Other America: Homeless Families in the Shadow of the New Economy, Family Homelessness in Kentucky, Tennessee, and the Carolinas 3* (2000).

<sup>11</sup> Homes for the Homeless & Institute for Children and Poverty, *Homeless in America: A Children's Story, Part One 23* (1998).

<sup>12</sup> Lisa A. Goodman et al., *The Relationship between Dimensions of Violent Victimization and Symptom Severity among Episodically Homeless, Mentally Ill Women*, 10 J. TRAUMATIC STRESS 59 (1997).

<sup>13</sup> Jana L. Jasinski et al., *The Experience of Violence in the Lives of Homeless Women: A Research Report 2*, 65 (2005) (Univ. Cent. Fla., submitted to National Institute of Justice, U.S. Department of Justice).

<sup>14</sup> National Center of Family Homelessness & Health Care for the Homeless Clinician's Network, *Social Supports for Homeless Mothers 14*, 26 (2003).

<sup>15</sup> Rebekah Levin et al., Center for Impact Research, *Pathways to and from Homelessness: Women and Children in Chicago Shelters 2* (2004).

<sup>16</sup> Wilder Research Center, *Homeless in Minnesota 2003 22* (2004).

<sup>17</sup> Wilder Research Center, *Homeless Adults and Their Children in Fargo, North Dakota, and Moorhead, Minnesota: Regional Survey of Persons Without Permanent Shelter 4* (2004).

<sup>18</sup> Downtown Women's Action Coalition, Los Angeles, Cal., *Many Struggles, Few Options: Findings & Recommendations from the 2004 Downtown Women's Needs Assessment 3*, 26 (2005).

<sup>19</sup> GLBT Domestic Violence Coalition & Jane Doe Inc., *Shelter/Housing Needs of Gay, Lesbian, Bisexual and Transgender Victims of Domestic Violence: Analysis of Public Hearing Testimony, Massachusetts State House (October 27, 2005)* at 6.

- 
- <sup>20</sup> Institute for Children and Poverty, *The Hidden Migration: Why New York City Shelters Are Overflowing with Families* (2002).
- <sup>21</sup> Homes for the Homeless & Institute for Children and Poverty, *Ten Cities 1997-1998: A Snapshot of Family Homelessness Across America* 3 (1998).
- <sup>22</sup> Institute for Children and Poverty, *The Hidden Migration: Why New York City Shelters Are Overflowing with Families* (2002).
- <sup>23</sup> Chicago Coalition for the Homeless, *Fact Sheet: The Commercial Sexual Exploitation of Homeless Youth*, 1 (citing Richard J. Estes & Neil Alan Weiner, *Commercial Sexual Exploitation of Children in the U.S., Canada and Mexico*, Univ. Pa. (2001) (unpublished)).
- <sup>24</sup> National Coalition for the Homeless, *Domestic Violence and Homelessness: Fact Sheet #8* (1999) (citing Virginia Coalition for the Homeless, *Shelter Provider Survey* (1995) (out of print)).
- <sup>25</sup> Joan Zorza, *Woman Battering: A Major Cause of Homelessness*, 25 CLEARINGHOUSE REV. 420 (1991) (citing Elizabeth M. Schneider, *Legal Reform Efforts to Assist Battered Women: Past, Present, and Future* 7 (ed. Ford Foundation 1990) (out of print)).
- <sup>26</sup> U.S. Conference of Mayors & Sodexho, Inc., *Hunger and Homelessness Survey: A Status Report on Hunger and Homelessness in America's Cities* 64 (2005).
- <sup>27</sup> Iowa Council on Homelessness, *2005 Iowa Statewide Homeless Survey* 29 (2006) (Table 5.2).
- <sup>28</sup> Missouri Association for Social Welfare, *Homelessness in Missouri: The Rising Tide* (2002).
- <sup>29</sup> National Coalition for the Homeless, *Domestic Violence and Homelessness: Fact Sheet #8* (1999) (citing Richard Douglass, *The State of Homelessness in Michigan: A Research Study* (1995) (out of print)).
- <sup>30</sup> For example, see U.S. Department of Census & U.S. Department of Housing and Urban Development, *American Housing Survey for the United States: 2003* (2004) (providing no information on household trends by sex or gender).
- <sup>31</sup> Ellen Bassuk, M.D., National Center on Family Homelessness, *Written Submission to the U.N. Regional Consultation on Women and the Right to Adequate Housing in North America* 1 (October 15, 2005) (on file with NLCHP) (citing E.L. Bassuk et al., *The Characteristics and Needs of Sheltered Homeless and Low-Income Housed Mothers*, 276 J. AM. MEDICAL ASSOC. 640-46 (1996)).
- <sup>32</sup> U.S. Conference of Mayors & Sodexho, Inc., *A Status Report on Hunger and Homelessness in America's Cities: A 25-City Survey* 79 (2003).
- <sup>33</sup> Martha Burt et al., *HELPING AMERICA'S HOMELESS: EMERGENCY SHELTER OR AFFORDABLE HOUSING?* 225 (2001) (Table 8.1).
- <sup>34</sup> National Alliance of HUD Tenants, *Written Submission to the U.N. Regional Consultation on Women and the Right to Adequate Housing in North America* 2 (October 15, 2005) (on file with NLCHP).
- <sup>35</sup> *Id.*
- <sup>36</sup> National Community Reinvestment Coalition, *Fair Lending Disparities by Race, Income, and Gender in All Metropolitan Areas in America* (2005).
- <sup>37</sup> Allen J. Fishbein & Patrick Woodall, *Women Are Prime Targets for Subprime Lending: Women Are Disproportionately Represented in High-Cost Mortgage Market* (ed. Consumer Federation of America 2006).
- <sup>38</sup> Chester Hartman & David Robinson, *Evictions: The Hidden Housing Problem*, 14 HOUS. POLICY DEBATE 461, 467 (2003) (citing Barbara Bezdek, *Silence in the Court: Participation and Subordination of Poor Tenants' Voices in Legal Process*, 20 HOFSTRA L. REV. 533 (1992)).



Denver & the west

## Legal victory for domestic-violence victims

**A woman who was raped in 2003 by an ex had sued her landlord.**

**By Howard Pankratz**  
Denver Post Staff Writer  
The Denver Post

Article Last Updated:

Wyneneicka Blackwell was raped, beaten and stabbed by her ex-boyfriend one night in her Denver apartment. He evaded police for months and, fearing his return, Blackwell asked her landlord to move her out of her federally subsidized low-income unit into a different complex.

Her landlord refused and also wouldn't clean up her blood-smeared apartment after her nine-hour ordeal.

"I had to clean my own blood," Blackwell said in an interview.

Now, a settlement of Blackwell's federal lawsuit against her landlord offers hope to others in her situation, her lawyers say.

Under the settlement, Urban Property Management, which runs several federally subsidized housing complexes in Colorado, including the Hilltop Apartments, where Blackwell lived, will relocate domestic-violence victims who are in danger.

"This gives victims of domestic violence ... another way to protect themselves," said Maya Raghu, a lawyer for Legal Momentum, formerly known as NOW Legal Defense and Education Fund, which is part of Blackwell's legal team.

"We are very excited," Raghu said. "We can let other attorneys and victims know about the settlement, and perhaps it can become a model."

After the July 8, 2003, attack on Blackwell, her ex-boyfriend, Ray L. Foreman, fled the scene, but she feared he would return to kill her and harm her children.

When her landlord turned down her request to move, she abandoned her home of 10 years and went into hiding with family members.

"I was upset because I was hiding with my children," Blackwell said Thursday. "And the guy (Foreman) kept finding me. He was calling my grandmother's house, my family members' houses. Everywhere I went, he was finding me."

The Denver Post does not publish the names of sexual-assault victims without their



*Staff writer Howard Pankratz can be reached at 303-954-1939 or [hpankratz@denverpost.com](mailto:hpankratz@denverpost.com).*

Close Window

Send To Printer

FILED  
U.S. DISTRICT COURT  
DISTRICT OF COLORADO

2005 JUL -1 PM 12:40

CRESSLEY C. LANGHAM  
CLERK

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. **05-CV-1225-LTB-CBS** BY \_\_\_\_\_ DEP. CLK

WYNENEICKA BLACKWELL,

Plaintiff,

v.

H.A. HOUSING, LP, a Maine limited partnership;  
URBAN PROPERTY MANAGEMENT, INC.,  
a Colorado corporation, individually and  
as the agent for H.A. HOUSING, LP;  
JANET PORTER, individually and as the agent  
for URBAN PROPERTY MANAGEMENT,  
INC. and H.A. HOUSING, LP; and  
KAY WRIGHT, individually and as the agent  
for URBAN PROPERTY MANAGEMENT,  
INC. and H.A. HOUSING, LP,

Defendants.

---

COMPLAINT AND JURY DEMAND

---

Plaintiff Wyneneicka Blackwell, through her undersigned attorneys, alleges as follows:

**PRELIMINARY STATEMENT**

1. Plaintiff Wyneneicka Blackwell ("Ms. Blackwell" or "Plaintiff") brings this action against all named Defendants, claiming sex discrimination in housing and intentional infliction of emotional distress. On or about July 7, 2003, Ms. Blackwell's former boyfriend, Ray Foreman, entered her apartment and over a period of eight hours, beat, raped and stabbed her. Because Mr. Foreman remained at large, and because the apartment contained gruesome reminders of the attack, including bloodstains, Ms. Blackwell requested that Defendants transfer

7. Defendant Janet Porter is an individual who, upon information and belief, resides in Denver, Colorado and was at all times relevant to this action employed in a managerial capacity by Defendant Urban Inc.

8. Defendant Kay Wright is an individual who resides in Denver, Colorado and, upon information and belief, is and was employed at all times relevant to this action as a resident manager at Hilltop Apartments by Defendant Urban Inc.

#### NATURE OF THE COMPLAINT

9. Hilltop Apartments is located at 1705 Franklin Street, Denver, Colorado.

10. Hilltop Apartments is a federally subsidized housing development containing approximately forty-seven (47) residential apartments. Defendants H.A. Housing and Urban Inc. are participants in a federal housing program commonly known as the "Section 8 Substantial Rehabilitation Program." This Program is administered by the United States Department of Housing and Urban Development ("HUD"). Upon information and belief, Defendants H.A. Housing and Urban Inc.'s compliance with this program at Hilltop Apartments was the responsibility, in part, of Defendants Kay Wright and Janet Porter.

11. At all times relevant to this action, Defendants established and implemented rental policies, rules and practices for Hilltop Apartments.

12. On information and belief, at all times relevant to this action, Hilltop Apartments was managed by Defendant Urban Inc. and owned by Defendant H.A. Housing.

13. On or about April 7, 1995, Ms. Blackwell and her children moved into a unit in Hilltop Apartments located at 1705 Franklin Street, Denver, Colorado.

14. Ms. Blackwell has lived continuously at Hilltop Apartments for the past 10 years.

21. On or about July 10 and July 11, 2003, Ms. Blackwell contacted Defendant Kay Wright inquiring about the status of her transfer and was informed that they "were still working on it."

22. Between on or about July 8, 2003 and July 11, 2003, Ray Foreman made various attempts to contact Ms. Blackwell. After Mr. Foreman telephoned Ms. Blackwell at her grandmother's house on July 11, 2003, she and the children were forced to move to another location.

23. On or about July 14, 2003, Ms. Blackwell informed Defendant Kay Wright that Mr. Foreman had found her at her grandmother's house and that it was urgent that she be transferred to a different complex. Defendant Kay Wright informed Ms. Blackwell that she did not know the status of the transfer but that Urban Inc. did have subsidized apartment complexes in Aurora, Colorado.

24. On or about July 14, 2003, Ms. Blackwell telephoned Defendant Janet Porter, Defendant Kay Wright's supervisor, to check on the status of her requested transfer to another complex. Defendant Janet Porter told Ms. Blackwell that she could not be transferred to another complex but that she could move into a larger apartment in the same complex. Ms. Blackwell rejected this offer, explaining that her attacker could still find her if she was living in the same complex.

25. On July 15, 2003, Ms. Blackwell contacted Denver City Councilwoman Elbra Wedgeworth's office. After hearing about the attack and management's refusal to transfer Ms. Blackwell, upon information and belief Ms. Wedgeworth asked her aide Stephanie Cross to contact Defendant Janet Porter on behalf of Ms. Blackwell to see if Defendant Janet Porter would agree to transfer Ms. Blackwell.

33. Upon information and belief, at all times relevant to this action, Defendants knew that Ms. Blackwell's attacker was at large when they refused to grant her request to transfer.

34. In the United States and in Colorado, the vast majority of victims of domestic violence are women, and women are much more likely than men to be the victims of domestic violence.

35. Upon information and belief, at all times relevant to this action, Defendants knew or should have known that the vast majority of victims of domestic violence are women and that women are much more likely than men to be the victims of domestic violence.

36. Counsel for Defendants, Mr. Muccio, stated on July 31, 2003 that Urban Inc. has a policy of transferring tenants under "special circumstances." Upon information and belief, at least two other tenants of Hilltop Apartments were transferred to other subsidized complexes when an electrical fire caused damage in each of their units, and then returned to their respective apartments several months later, after repairs were made.

37. Ms. Blackwell's request for a transfer was also due to special circumstances, yet Defendants refused to transfer her because of her sex and status as a victim of domestic violence.

#### **PROCEDURAL HISTORY**

38. On October 20, 2003, Plaintiff Wyneneicka Blackwell filed a timely charge of discrimination with HUD pursuant to Section 810(a) of the Fair Housing Act, as amended, 42 U.S.C. § 3610(a) and with the Colorado Civil Rights Commission pursuant to Colo. Rev. Stat. §§ 24-34-504 and 24-34-505.6. HUD deferred to the Colorado Civil Rights Commission for investigation of the violation. In her complaints, Ms. Blackwell charged that the Defendants discriminated against her by refusing to transfer her to another rental property also managed by Defendant Urban Inc. because of her sex and because she was a victim of domestic violence. On

discriminated on the basis of sex in violation of the Fair Housing Act, 42 U.S.C. §§ 3604 (a) and (b).

46. Defendants engaged in such discrimination willfully and in reckless disregard of the rights of Plaintiff and persons similarly situated.

47. Plaintiff has suffered injury as a result of Defendants' application of this discriminatory policy to her.

THIRD CAUSE OF ACTION  
(Violation of Colo. Rev. Stat. § 24-34-502(1)(a) and (b) (2003))

48. Plaintiff incorporates by reference all allegations in paragraphs 1 through 37 of this Complaint.

49. As a woman, Ms. Blackwell is a member of a class protected by Colo. Rev. Stat. § 24-34-502(1).

50. By denying Ms. Blackwell's request for a transfer from Apartment 201 of Hilltop Apartments because she had previously been the victim of domestic violence, Defendants intentionally discriminated against Plaintiff in the rental of a dwelling and in the terms and conditions of the rental of a dwelling, on the basis of her sex in violation of Colo. Rev. Stat. § 24-34-502(1).

51. Defendants engaged in such discrimination intentionally, willfully and in reckless disregard of the rights of Plaintiff.

52. Plaintiff has suffered injury as a result of Defendants' discriminatory conduct.

FOURTH CAUSE OF ACTION  
(Violation of Colo. Rev. Stat. § 24-34-502(1)(a) and (b) (2003))

53. Plaintiff incorporates by reference all allegations in paragraphs 1 through 37 of this Complaint.

3. Declare that the discriminatory practices of Defendants, as set forth above, violate the Fair Housing Act as amended, 42 U.S.C § 3601 *et seq.*, and the Colorado Fair Housing Act, C.R.S. §24-34-501 *et seq.*;

4. Permanently enjoin Defendants and their owners, officers, employees, agents, successors, assigns and those acting in concert with them from any conduct violating Plaintiff's rights as secured by the Fair Housing Act as amended, 42 U.S.C § 3601 *et seq.*, Colo. Rev. Stat. § 24-34-501 *et seq.*, and Colorado law, or the rights of others similarly situated, and grant such further equitable relief as this Court may deem just and proper;

5. Award reasonable costs and attorneys' fees; and

6. Award such further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury in this action.

Dated: July 1, 2005

S/ Jenifer Knight  
Jenifer Knight  
Leslie F. Ebert  
Colorado Legal Services  
1905 Sherman Street, Suite 400  
Denver, Colorado 80203  
(303) 866-9352  
(303) 866-9302 (Facsimile)  
[jknight@colegalserv.org](mailto:jknight@colegalserv.org)

## **DOMESTIC VIOLENCE POLICY**

### **Purpose**

This Policy is intended to promote awareness of domestic violence, to prevent discrimination against victims of domestic violence, and to assist tenants who may have been the victims of such violence.

### **Definitions**

*A victim of domestic violence* is defined as an individual who has been subjected to acts or threatened acts of violence or other acts or threatened acts of criminal conduct (except acts of self-defense), committed by any person who is currently or was formerly related to the victim, or with whom the victim is living or has lived, or with whom the victim is involved or has been involved in an intimate relationship.

For the purposes of this Policy, Landlord shall be defined as H.A. Housing, L.P. and/or Urban Property Management, Inc. and their employees and agents with respect to all federally subsidized Section 8 family housing which they own and/or manage.

### **Policy**

#### **I. Protection from Discrimination**

Landlord shall not refuse to rent to, and shall not evict, or otherwise discriminate against an individual on the basis of sex in any of the residential rental properties it owns and/or manages. In particular, Landlord shall not refuse to rent to, evict, or otherwise discriminate against an individual on the basis that such individual is a victim of domestic violence or on the basis that Landlord believes that person to be a victim of domestic violence. Landlord also shall not refuse to rent to, and shall not evict, or otherwise discriminate against a victim of domestic violence on the basis of acts committed by the perpetrator of domestic violence, regardless of whether or not the perpetrator of domestic violence is a resident in the victim's household.

#### **II. Emergency Situations**

- A. Where a tenant claims that he/she or his/her children are in imminent physical danger due to the threat of or actual domestic violence, the tenant may request a transfer to a different residential property owned or managed by Landlord. Landlord may require that the tenant provide evidence of such actual or threatened domestic violence. The evidence to be provided will take the form of one of the following, to be chosen by the tenant: a police or court record, or a statement from a member of the clergy, a victim services provider or a medical professional.
- B. A tenant shall submit such an emergency transfer request to the Resident Manager, who, once the request is received, shall complete and submit the

**Exhibit B to Mutual Release and Settlement Agreement**



**V. Notice to Tenants**

- A. Landlord shall post in the rental office of each residential property that it owns or manages a notice of this Policy. In addition to the rental office, the notice also shall be posted in at least one other highly visible location in each residential property that Landlord owns or manages which could include, but is not limited to, bulletin boards, common areas, elevators, or laundry rooms. The notice shall read as follows:

**NOTICE TO VICTIMS OF DOMESTIC VIOLENCE**

The owner and managers of this property have a policy that no person will be denied any housing benefit or discriminated against on the basis of sex, including being a victim of domestic violence. This policy includes protection of a tenant who is a victim of domestic violence from eviction because of the domestic violence, even where the perpetrator of the violence is or was a member of a tenant's household. This policy also provides that a tenant can request a transfer to another subsidized complex if the tenant is in imminent danger because of domestic violence.

To complain of discrimination on the basis that you are a victim of domestic violence or to request an emergency transfer because you are in imminent danger due to domestic violence, see the Resident Manager to obtain the appropriate form. Once you return a completed discrimination complaint form to the Resident Manager, your Landlord must respond to your complaint within thirty days. Once you return a completed transfer request form to the Resident Manager, your Landlord will promptly begin a search for an appropriate vacant unit. You may be asked to provide evidence of the domestic violence.

If you are a victim of domestic violence and you would like help addressing your situation, you may contact the National Domestic Violence Hotline: 1-800-799-SAFE (7233), TTY 1-800-787-3224.

If you would like legal assistance regarding a domestic violence situation or housing discrimination, you may also contact the Colorado Legal Services office in Denver at: 303-837-1313 (representatives can direct you to the local Colorado Legal Services office nearest you; you can also find contact information for all Colorado Legal Services offices online, at <http://www.coloradolegalservices.org>).

- B. Landlord shall distribute a copy of the notice set forth in Section V(A) to all tenants currently living in Section 8 family housing owned or managed by Landlord by placing the notice under the door of each tenant or posting it on the door, if necessary. Landlord also shall provide one copy of the notice to each new tenant upon signing of the lease.

**Exhibit B to Mutual Release and Settlement Agreement**

**URBAN PROPERTY MANAGEMENT, INC.**

**DOMESTIC VIOLENCE POLICY**

**COMPLAINT FORM**

If you are applying for Section 8 subsidized family housing or if you are a tenant in such a project and believe that your landlord has violated the Domestic Violence Policy (posted in each rental office and complex to which it is applicable), please fill out this form and return it to the Resident Manager of the complex where you live or are applying for housing.

Apartment # \_\_\_\_\_ Property Name: \_\_\_\_\_  
*If applicable*

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

Resident Manager: \_\_\_\_\_

Applicant / Resident(s) Name: \_\_\_\_\_ Date: \_\_\_\_\_

I believe the Domestic Violence Policy has been violated in the following respects (*for example, denied apartment due to domestic violence-related incident, threatened with eviction because of domestic violence incident of which I was a victim, denied a transfer to escape domestic violence situation, violating confidentiality provisions*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Resident / Applicant Date

Received by:

\_\_\_\_\_  
Signature of Resident Manager Date

Response by:

\_\_\_\_\_  
Name and Title Date  
(Attach copy of Response)

**Exhibit E to Mutual Release and Settlement Agreement**



**URBAN PROPERTY MANAGEMENT, INC.**

**CERTIFICATION OF TRAINING ATTENDANCE AND/OR RECEIPT OF TRAINING MATERIALS**

Name of attendee: \_\_\_\_\_

Title/position: \_\_\_\_\_

Title of training program (circle all applicable):

Domestic Violence Policy Training

Basic Domestic Violence Training

Date(s) of attendance: \_\_\_\_\_

Location(s) of training program(s) (city and state): \_\_\_\_\_

I, \_\_\_\_\_ hereby certify that I have attended the Domestic Violence Policy Training Program / Basic Domestic Violence Training Program (circle all applicable).

\_\_\_\_\_  
Attendee signature

\_\_\_\_\_  
Date

**If applicable:**

I, \_\_\_\_\_, was recently hired by Urban Payroll, LLC on

\_\_\_\_\_. I hereby certify that on \_\_\_\_\_, I received  
Date Date

and reviewed the training materials for the Domestic Violence Policy Training Program / Basic Domestic Violence Training Program (circle all applicable).

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

**Exhibit C to Mutual Release and Settlement Agreement**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

**TANICA LEWIS, individually and  
as next friend of TANIA THOMAS and  
TAYLOR LEWIS, Minors**

Plaintiffs,

vs.

**NORTH END VILLAGE, LDHA, L.P.;  
MANAGEMENT SYSTEMS  
INCORPORATED; and JACQUELINE  
WATERS,**

Defendants

Civil No.

Hon.

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

**PRELIMINARY STATEMENT**

1. This action arises out of sex discrimination in unlawfully terminating the tenancy of Ms. Tanica Lewis and her two daughters, Tania Thomas and Taylor Lewis, based on Ms. Lewis's sex and her status as a victim of domestic violence.

2. Plaintiffs bring this action to enforce their rights under the federal Fair Housing Act and the Michigan Elliott-Larsen Civil Rights Act.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1343, and 42 U.S.C. § 3613(a), which permits individuals to pursue claims of

housing discrimination in federal court. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 42 U.S.C. § 3612(o)(1) because all or a substantial part of the events giving rise to the claims in this action took place in the Eastern District of Michigan.

#### **JURY DEMAND**

5. Plaintiffs demand a trial by jury on each and every claim to which they are so entitled.

#### **PARTIES**

6. Plaintiff Tanica Lewis was a tenant in Northend Village, a Low Income Housing Tax Credit-funded apartment complex in Detroit, Michigan. She resided there with her two children from July 30, 2005, until she moved on March 31, 2006, following the termination of her tenancy.

7. Plaintiff Tania Thomas is the minor daughter of Ms. Lewis and resided in Northend Village with Ms. Lewis from July 30, 2005, until March 31, 2006, following the termination of Ms. Lewis's tenancy.

8. Plaintiff Taylor Lewis is the minor daughter of Ms. Lewis and resided in Northend Village with Ms. Lewis from July 30, 2005, until March 31, 2006, following the termination of Ms. Lewis's tenancy.

9. At all times relevant to this action, Defendant North End Village, L.D.H.A., L.P., was the owner of Northend Village

10. At all times relevant to this action, Defendant Management Systems Incorporated was the manager of Northend Village and agent of Defendant North End Village, L.D.H.A., L.P.

11. At all times relevant to this action, Defendant Jacqueline Waters was the Residential Manager of Northend Village and an employee of defendant Management Systems Incorporated.

#### **STATEMENT OF FACTS**

12. Northend Village is a 50-unit apartment complex in Detroit, Michigan, owned by North End Village, L.D.H.A., L.P., and operated by Management Systems Incorporated. It is a property funded through the Low Income Housing Tax Credit (LIHTC) program.

13. Management Systems Incorporated manages approximately 50 properties in three states, including approximately 44 properties in the Detroit metropolitan area.

14. Federal law requires LIHTC property owners to enter into an Extended Low-Income Housing Commitment (ELIHC) in the form of a restrictive covenant on the LIHTC property.

15. Federal law requires that this ELIHC must prohibit, among other things, terminations of tenancy or eviction without good cause.

16. Federal law provides that the commitments made in the ELIHC may be enforced in court by prospective, current, or past LIHTC tenants.

17. On information and belief, a restrictive covenant on the Northend Village property, enforceable by prospective, current, and past tenants, prohibits evictions and terminations of tenancy without good cause.

18. Ms. Lewis, Tania Thomas, and Taylor Lewis moved into an apartment in Northend Village on or about July 30, 2005.

19. In January 2006, Ms. Lewis ended her relationship with Reuben Thomas, the father of her daughters. Mr. Thomas did not live with Ms. Lewis, and at no time was Mr. Thomas a tenant or occupant of Northend Village.

20. After Ms. Lewis ended the relationship, Mr. Thomas began to harass and stalk her. He called her eight to ten times a day or more at work. He made numerous threats against her, including threats against her life. He appeared at her workplace and had to be escorted out by security.

21. On February 24, 2006, because she feared for her safety, Ms. Lewis obtained a personal protection order that, among other things, prohibited Mr. Thomas from entering Northend Village, approaching Ms. Lewis, contacting Ms. Lewis, or threatening or harming her or her children.

22. Shortly thereafter, Ms. Lewis informed Jacqueline Waters, Residential Manager of Northend Village Apartments, that she had obtained a personal protection order against Mr. Thomas that barred him from the property.



23. In addition to obtaining the personal protection order, Ms. Lewis took other steps to avoid Mr. Thomas and protect herself and her property from him. For instance, she persuaded Patricia Grant, her godsister, to stay with her and watch her apartment during the day while Ms. Lewis was at work. Ms. Lewis changed her work schedule, so that Mr. Thomas could not easily intercept her as she traveled to and from work. She parked her car in different places, and avoided parking on the street, so that Mr. Thomas could not easily determine where she was. She tried to be home before dark each night. When Mr. Thomas repeatedly called her in violation of the personal protection order, she reported these violations to the police.

24. On March 1, 2006, while Ms. Lewis was at work, Mr. Thomas appeared at Northend Village uninvited and in violation of the personal protection order. Unaware that anyone was in Ms. Lewis's apartment, Mr. Thomas threw a brick through Ms. Lewis's window, kicked in her door, and forced entry into the apartment. Ms. Grant, alerted by the noise, found Mr. Thomas inside the apartment. After speaking to Ms. Grant, Mr. Thomas left the scene. Ms. Grant called the police, who told her that Ms. Lewis would have to make a police report about the break-in. Ms. Grant then contacted Ms. Lewis's mother, who called Ms. Lewis at work and informed her what had happened.

25. Ms. Lewis immediately called the police. She then left her place of employment and returned to Northend Village, where she spoke to the police and reported Mr. Thomas's breaking and entering in violation of the personal protection order.

26. Mr. Thomas was ultimately convicted of home invasion based on the events of March 1, 2006.

27. On March 1, 2006, the day of the break-in, Ms. Lewis called Ms. Waters and informed her that Mr. Thomas had appeared at her home in violation of the personal protection order and damaged the property.

28. Ms. Waters responded that she would send maintenance over to repair the damage. She also told Ms. Lewis that Ms. Lewis would likely be evicted because her lease stated that she was responsible for any damage done by a guest.

29. Ms. Lewis reminded Ms. Waters that she had a personal protection order against Mr. Thomas and protested that he should not be considered her guest. Ms. Waters responded that she would talk to her manager about the situation.

30. Because Ms. Lewis was frightened of Mr. Thomas, she and her two daughters temporarily left their home, staying first with Ms. Lewis's parents and then upon the recommendation of police moving to a domestic violence shelter. Ms. Lewis at all times, however, intended to return to her home in Northend Village after the immediate crisis was resolved.

31. On March 3, 2006, an employee at the domestic violence shelter at which Ms. Lewis was staying called Ms. Waters to determine the status of Ms. Lewis's tenancy. Ms. Waters told the shelter employee that Ms. Lewis would have to leave Northend Village as the result of Mr. Thomas's vandalism of the property on March 1, because Mr. Thomas was Ms. Lewis's guest. The shelter employee relayed this information to Ms.

Lewis. Based on this conversation, Ms. Lewis did not pay her March rent, as she understood that she was being evicted from her apartment.

32. Thereafter, on or about March 13, 2006, Ms. Lewis received a document in the mail that stated it served as notice of termination of Ms. Lewis's tenancy effective March 13, 2006. The reason given for the action was "non-compliance to lease." Specifically, reference was made to that portion of the lease requiring the tenant to "be liable for damage to the structure or interiors of the facilities due to the negligence of the Tenant, or due to the lack of proper supervision of the Tenant's dependants and guests." The document stated that Ms. Lewis must vacate the property by April 13, 2006. It also stated that after "said termination date, no rent will be accepted from you." This document was on Defendant Management Systems Incorporated letterhead and signed by Ms. Waters.

33. On or about March 31, 2006, based on this lease termination notice, Ms. Lewis involuntarily moved out of the Northend Village apartment.

34. Although Ms. Lewis had left the premises on March 31, 2006, on April 4, 2006, a second Notice to Quit was issued by Northend Village. An accompanying document headed "Notice to Quit/Termination of Tenancy" stated that Northend Village was terminating Ms. Lewis's tenancy and sought to evict her because "Residents [sic] guest kicked in the apartment door and broke several windows, causing extensive property damage. Disrupting the quiet enjoyment of others [sic]." This document stated that Ms. Lewis was required to move by May 5, 2006.

35. On or about April 6, 2006, Ms. Lewis received a third notice to quit indicating that she owed \$567.50 and that she must either pay this amount or vacate the premises within 7 days. Ms. Lewis's monthly rent at Northend Village was \$568. Ms. Lewis had been informed that no rent would be accepted from her after March 13, 2006, and had already vacated the premises.

36. While Ms. Lewis was able to find replacement housing, this housing cost approximately \$200 more per month than her former apartment in Northend Village.

37. Her replacement housing is much further away from her place of employment than her former apartment in Northend Village.

38. Because she was forced to move, Ms. Lewis had to make new and less desirable child-care arrangements for her younger daughter, Taylor Lewis.

39. As a result of the termination of her tenancy, Ms. Lewis shouldered moving costs.

40. As a result of the termination of her tenancy, Ms. Lewis experienced great emotional and psychological distress, which manifested in physical symptoms, including migraines and hair loss.

41. As a result of the termination of Ms. Lewis's tenancy, Taylor Lewis and Tania Thomas experienced great emotional and psychological distress stemming from their permanent displacement from their home.

42. By February 2006, Defendants had knowledge that Ms. Lewis was a victim of domestic violence by Mr. Thomas.

43. By March 1, 2006, Defendants had knowledge that Ms. Lewis did not break the window or kick in the door to her apartment. Defendants further had knowledge that Mr. Thomas broke the window and kicked in the door.

44. By February 2006, Defendants had knowledge that Ms. Lewis had taken actions to prevent Mr. Thomas from entering the property, including obtaining a personal protection order that legally barred him from her home.

45. At all times relevant to this action, there was no rule, policy, or practice of Defendants to terminate or otherwise adversely affect the tenancy of victims of crimes committed by strangers.

46. Defendants terminated Ms. Lewis's tenancy because of her sex.

47. Defendants' acts demonstrate intent to discriminate against Plaintiffs on the basis of sex and specifically on the basis of gender stereotypes about women who are victims of domestic violence. These gender stereotypes hold battered women accountable for the acts of abusers and attribute to a battered woman responsibility for the actions of those who abuse her.

48. Defendants' policy of holding domestic violence victims responsible for the criminal acts of their abusers has a disproportionately adverse impact on women. Statistics show that 90-95% of victims of domestic violence are women and women are eight times more likely than men to be victims of domestic violence.

49. Defendants' policy of holding domestic violence victims responsible for the criminal acts of their abusers is not required or justified by business necessity.

50. The acts and failures of Defendants were intentional, wanton, malicious, oppressive, reckless, and callously indifferent to the rights of Plaintiffs, thus entitling them to an award of punitive damages against Defendants.

### **FIRST CLAIM FOR RELIEF**

**(Violation of the Fair Housing Act, § 3604(a) and (b).)**

51. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

52. By terminating Ms. Lewis's tenancy based on the criminal behavior of Ms. Lewis's domestic abuser, Defendants intentionally discriminated against Plaintiffs on the basis of sex, adversely affecting their opportunity to rent a dwelling and the terms, conditions, and privileges of the rental, in violation of the Fair Housing Act, 42 U.S.C. §§ 3604(a) and (b).

53. Defendants engaged in such discriminatory conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

54. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

### **SECOND CLAIM FOR RELIEF**

**(Violation of the Fair Housing Act §§ 3604(a) and (b).)**

55. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

56. By adopting a policy or practice of treating domestic abusers as tenants' guests and holding tenants responsible for the behavior of these individuals, Defendants engaged in a practice that has a disparate impact on women, because the great majority of domestic violence victims are women, and that discriminates on the basis of sex in violation of the Fair Housing Act, 42 U.S.C. §§3604 (a) and (b).

57. Defendants engaged in such discriminatory conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

58. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

### **THIRD CLAIM FOR RELIEF**

**(Violation of the Michigan Elliott-Larsen Civil Rights Act, M.C.L. §§ 37.2502(1)(a), (b), (c), and (d).)**

59. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

60. By terminating Ms. Lewis's tenancy based on the criminal behavior of Ms. Lewis's domestic abuser, Defendants intentionally discriminated against Plaintiffs on the basis of sex, adversely affecting them in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection with a real estate transaction, refusing to receive from them a bona fide offer to engage in a real estate transaction, and refusing to negotiate for a real estate transaction with them, in violation of the Elliott-Larsen Civil Rights Act, §§ 37.2502(1)(a), (b), (c), and (d).

61. Defendants engaged in such discriminatory conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

62. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

#### **FOURTH CLAIM FOR RELIEF**

**(Violation of the Michigan Elliott-Larsen Civil Rights Act, M.C.L. §§ 37.2502(1)(a), (b),(c), and (d).)**

63. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

64. By adopting a policy or practice of treating domestic abusers as tenants' guests and holding tenants responsible for the behavior of these individuals, Defendants engaged in a practice that has a disparate impact on women, because the great majority of domestic violence victims are women, and that discriminates on the basis of sex in violation of the Elliott-Larsen Civil Rights Act, §§ 37.2502(1)(a), (b), (c), and (d).

65. Defendants engaged in such discriminatory conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

66. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

#### **FIFTH CLAIM FOR RELIEF**

**(Violation of Restrictive Covenant Reflecting Extended Low-Income Housing Commitment.)**

67. Plaintiffs repeat and reallege the allegations in the preceding paragraphs of this Complaint.

68. By terminating the tenancy of Ms. Lewis based on the actions of a third party who was not Ms. Lewis's guest and against whom Ms. Lewis had taken all



available steps to protect herself and the property, Defendants engaged in termination of tenancy and/or eviction without good cause.

69. On information and belief, this termination of tenancy without good cause violated the restrictive covenant that prohibits termination of tenancy or eviction from Northend Village without good cause, as required by federal law, 26 U.S.C. § 42(h)(6)(B)(i), and that is enforceable by prospective, current, and former tenants, 26 U.S.C. § 42(h)(6)(B)(ii).

70. Defendants engaged in such unlawful conduct intentionally, willfully, and in disregard of the rights of Plaintiffs.

71. Plaintiffs have suffered injury as a result of Defendants' illegal conduct.

#### **PRAYER FOR RELIEF**

Wherefore, Plaintiffs respectfully requests that this Court grant the following relief:

- a. Award compensatory damages to Plaintiffs pursuant to 42 U.S.C. §3613(c) and M.C.L. § 37.2801 in an amount to be determined at trial;
- b. Award punitive damages to Plaintiffs in an amount to be determined at trial pursuant to 42 U.S.C. § 3613(c);
- c. Declare that the discriminatory practices of the Defendants, as set forth above, violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601-3619, and the Michigan Elliott-Larsen Civil Rights Act, M.C.L. §§ 37.2501 *et seq.*;
- d. Enjoin Defendants, their agents, employees, and successors, and all other persons in active concert or participation with any of them, from

- discriminating on the basis of sex against any person in any aspect of the rental of a dwelling pursuant to 42 U.S.C. § 3613(c) and M.C.L. § 37.2801;
- e. Order Defendants to take such affirmative steps as necessary to restore Plaintiffs as nearly as practicable to the position they would have been in but for the discriminatory conduct and to take such affirmative steps as may be necessary to prevent such discrimination, harassment, and retaliation in the future
- f. Award Plaintiffs reasonable attorneys' fees and costs, pursuant to 42 U.S.C. § 3613(c) and M.C.L. § 37.2801.
- g. Grant such other and further relief as this Court deems just and proper under the circumstances.

Dated: February 21, 2007

Respectfully Submitted,

By: 

Emily J. Martin, Esq.

Lenora M. Lapidus, Esq.

AMERICAN CIVIL LIBERTIES UNION FOUNDATION –  
WOMEN'S RIGHTS PROJECT

125 Broad Street, 18<sup>th</sup> Floor

New York, NY 10004

phone: (212) 549-2615

fax: (212) 549-2580

emartin@aclu.org

llapidus@aclu.org

-and-

Michael J. Steinberg (P43085)

Kary L. Moss (P49759)  
AMERICAN CIVIL LIBERTIES UNION FUND  
OF MICHIGAN  
60 W. Hancock  
Detroit, MI 48201  
phone: (313) 578-6800  
fax: (313) 578-6811  
msteinberg@aclumich.org  
kmoss@aclumich.org

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

TANICA LEWIS, Individually and  
as next friend of TANIA THOMAS and  
TAYLOR LEWIS, minors,

Plaintiffs,

vs.

Case No. 2:07-cv-10757

NORTH END VILLAGE, LDHA, L.P.;  
MANAGEMENT SYSTEMS,  
INCORPORATED; and JACQUELINE  
WATERS,

Hon. Bernard A. Friedman

Referral Judge: Paul J. Komives

Defendants.

---

**SANDRA S. PARK**  
**EMILY J. MARTIN**  
**LENORA M. LAPIDUS**  
American Civil Liberties Union –  
Women’s Rights Project  
Attorneys for Plaintiffs  
125 Broad Street, 18<sup>th</sup> Floor  
New York, NY 10004  
(212) 519-7871  
[spark@aclu.org](mailto:spark@aclu.org)  
[emartin@aclu.org](mailto:emartin@aclu.org)  
[llapidus@aclu.org](mailto:llapidus@aclu.org)

**VINCENT C. RABAUT, JR. (P24443)**  
**MADELEINE SZYMANSKI (P55567)**  
Attorneys for Defendants North End  
Village, LDHA, L.P., Management  
Systems, Inc., and Jacqueline Waters  
4000 Penobscot Building  
Detroit, MI 48226  
(313) 965-6100  
[vrabaut@rmrtt.com](mailto:vrabaut@rmrtt.com)  
[mszymanski@rmrtt.com](mailto:mszymanski@rmrtt.com)

**MICHAEL J. STEINBERG (P43085)**  
**KARY L. MOSS (P49759)**  
American Civil Liberties Union Fund of  
Michigan  
Co-Counsel for Plaintiffs  
60 W. Hancock  
Detroit, MI 48201  
(313) 578-6800  
[msteinberg@aclumich.org](mailto:msteinberg@aclumich.org)  
[kmoss@aclumich.org](mailto:kmoss@aclumich.org)

---

**STIPULATED ORDER OF DISMISSAL AS TO PLAINTIFF TANICA LEWIS,  
IN HER INDIVIDUAL CAPACITY**

At a session of said Court, held in  
the U.S. Courthouse in Detroit,  
Michigan, on February 25, 2008

PRESENT: HON. BERNARD A. FRIEDMAN

THE COURT has been advised that the parties have entered into an agreement to resolve this case, and that the parties have stipulated to the dismissal of Plaintiff Tanica Lewis' individual claims against Defendants, with prejudice and pursuant to a Release and Settlement Agreement, provisions of which include:

- Defendants North End and Management Systems agree that they will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household. Defendants North End and Management Systems further agree that they will not evict any person on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.
- Defendants North End and Management Systems agree to adopt and implement the "Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy" ("Domestic Violence Policy"), attached hereto as Exhibit A, as policy for all the rental properties owned or managed by them for a period of not less than seven years from the date of the entry of this Order. Within ninety days of the entry of this Order,

Defendant Management Systems will distribute the Domestic Violence Policy to all current tenants as an amendment to their lease agreements and any rules and regulations governing the terms and conditions of their tenancies. Defendant Management Systems will also distribute the Domestic Violence Policy to all new tenants upon lease signing and post it in Management Systems, Inc.'s rental office(s), Compliance Office, and each building managed by it with a common hallway.

- North End and Management Systems agree to provide the procedure outlined in the Domestic Violence Policy for early lease termination and/or relocation to qualified tenants at North End who face danger due to the threat of or actual domestic violence, dating violence, sexual assault, or stalking for a period of not less than seven years from the date of the entry of this Order. With respect to all other properties managed by Management Systems, Management Systems agrees, subject to the property owner's review, acceptance and approval of the Domestic Violence Policy's early lease termination and relocation provisions, to provide the procedure outlined in the Domestic Violence Policy for early lease termination and/or relocation to qualified tenants who face danger due to the threat of or actual domestic violence, dating violence, sexual assault, or stalking for a period of not less than seven years from the date of the entry of this Order. For such purpose, North End and Management Systems will have available the "Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Request for Relocation and Early Lease Termination Form," attached hereto as Exhibit B. For a period of seven years from the date of the entry of this Order, Management Systems will maintain copies of all request forms and supporting documentation filed by tenants and responses provided by

Management Systems, Inc., at the Management Systems Corporate Office, and upon reasonable request (not more frequently than yearly), shall provide these copies to the ACLU Women's Rights Project or the ACLU of Michigan.

- As outlined in the Domestic Violence Policy, Management Systems agrees to accept complaints regarding any alleged violation of the Domestic Violence Policy and to respond within 30 days. For such purpose, Management Systems will provide to rental applicants and tenants, upon request, the "Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy Complaint Form," attached hereto as Exhibit C. Management Systems further agrees to include the "Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy Disclosure to Applicant," attached hereto as Exhibit D, in all rental applications it distributes to applicants for all of the properties it manages for a period of seven years from the date of the entry of this Order. Notwithstanding the adoption of the Domestic Violence Policy, Defendants are not required to change existing, government-mandated application processes or procedures for rental applicants. For a period of seven years from the date of entry of this Order, Management Systems will maintain copies of all complaint forms and supporting documentation filed by applicants and tenants and responses provided by Defendants in a Complaint file at Management Systems' Corporate Office, and, upon reasonable request (not more frequently than yearly), shall provide copies to the ACLU Women's Rights Project or the ACLU of Michigan.
- Defendant Management Systems agrees to adopt and implement the "Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy – Amendment to Employee Manual" ("Employee Manual Amendment"), attached hereto as Exhibit E,

as policy governing all of its employees working at all rental properties owned or managed by them, for a period of not less than seven (7) years from the date of the entry of this Order. Within thirty (30) days of the entry of this Order, Defendant Management Systems will distribute the Employee Manual Amendment and Domestic Violence Policy to all current employees, require a signing of acknowledgement, and place the signed Employee Manual Amendment in the corresponding employee's personnel file. Defendant Management Systems will also distribute the Employee Manual Amendment and Domestic Violence Policy to all new employees, require a signature of acknowledgement, and place the signed Employee Manual Amendment in the corresponding employee's personnel file. The Employee Manual Amendment will be included in all versions of any employee manual used by the Defendants for the next seven years.

- Within four months of the entry of this Order, counsel for Defendants shall report to counsel for Plaintiffs, in accordance with the Release and Settlement Agreement, regarding Defendants' compliance with the above, identify the contact person(s) to whom counsel for Plaintiffs should address any requests pursuant to the above, and provide a list of the properties that have adopted the Domestic Violence Policy with the early lease termination and relocation provisions.

The Court deems it appropriate that a dismissal with prejudice be entered, and being otherwise fully advised in the premises, orders as follows:

IT IS HEREBY ORDERED that all claims asserted by Plaintiff Tanica Lewis, individually, in her Complaint against Defendants North End Village, LDHA, L.P.,





**EXHIBIT A**

**DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING POLICY**

**AMENDMENT TO LEASE AGREEMENT AND RULES & REGULATIONS**

Management Systems, Inc., as well as its employees, agents, and assigns, with respect to all of the residential rental properties managed by it, has adopted the following DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING POLICY:

Management Systems, Inc. will not take any action to evict any person on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Management Systems, Inc. will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Subject to the property owner's review, adoption and approval of this policy, Management Systems, Inc. will offer tenants covered by this policy the following two options if requested by the affected tenant: early lease termination and early lease termination/relocation. Tenant is solely responsible to initiate such requests, complete and return all requested forms to Management Systems, Inc., and comply with the other requirements of Management Systems, Inc. and this policy. The tenant shall be solely responsible for all the tenant's costs and expenses in exercising the early lease termination or the early lease termination and relocation option and all moving costs and expenses. The tenant's request to exercise one of these options does not affect the tenant's duties, responsibilities or obligations under the lease. The exercise of one of these options does not relieve the tenant of any obligation under the lease, if applicable, to return the leased premises in the same condition in which they were let subject to ordinary wear and tear.

**1) Early lease termination**

If a tenant is facing danger due to threat of or actual domestic violence, dating violence, sexual assault, or stalking, and the tenant would like to move out of his or her property, Management Systems, Inc. will allow the tenant to terminate the lease early if the tenant submits a written request to vacate, has a positive rental account balance, and provides sufficient evidence of threatened or actual domestic violence, dating violence, sexual assault, or stalking. (For a Section 42 Low Income Housing Tax Credit property, when the requested early lease termination date is within the first six months of the tenant's initial lease term, Management Systems, on a case-by-case basis, may grant early lease termination as of the requested date or approve an early lease termination date set at six months after the initial lease term began.) Sufficient evidence for early lease termination may be provided to Management Systems, Inc. in any of the following ways: a police record, court record, or a statement from a victim services provider, attorney, medical professional, social worker, or member of the clergy. In addition, Management Systems, Inc. retains the discretion to permit early lease termination in the absence of such documentation. Tenant must surrender possession and return any mail box and other keys to premises on or before the effective date of the early lease termination.

**2) Early Lease Termination/Relocation**

Management Systems, Inc. will provide tenants facing danger due to threat of or actual domestic violence, dating violence, sexual assault, or stalking the opportunity to relocate out of the tenant's existing community into another community managed by Management Systems, Inc. if the tenant has a positive rental account balance and provides sufficient evidence of threatened or actual domestic violence, dating violence, sexual assault, or stalking. Sufficient evidence for relocation purposes may be provided to Management Systems, Inc., in the form of a temporary or final Personal Protection Order against the alleged perpetrator. In addition, Management Systems, Inc. retains the discretion to grant relocation requests in the absence of such documentation. In cases where court order permits

**EXHIBIT A**

the perpetrator to occupy the apartment managed by Management Systems, relocation will not be granted.

Upon tenant's request for an early lease termination/relocation, Management Systems, Inc. will make available to tenant a Relocation Request Form and a Management Systems, Inc. property list within seven (7) days of tenant's request. Tenant is solely responsible to find and select a desired property from the property list and complete the application and provide current eligibility information to Management Systems, Inc. Tenant will only be relocated if an eligible unit is available.

Management Systems, Inc. will process the tenant's application and Relocation Request Form and determine eligibility based on the tenant's submission of required documentation. Tenant must income qualify to be relocated to another property.

The Relocation Request form shall remain in effect for a period of 90 days. If the tenant would like to renew the relocation request at the end of each 90-day period, the tenant must indicate that the tenant continues to face the threat of or actual domestic violence, dating violence, sexual assault, or stalking. A tenant's relocation request shall remain in effect regardless of the expiration of the Personal Protection Order during or following the 90-day period.

Upon relocation, the tenant must complete a new lease for the unit to which he or she has been relocated and will not be liable for any remainder of the lease term for the previous property. The alleged perpetrator will not be listed on the new lease and Management Systems, Inc. will be entitled to take action against the alleged perpetrator should he or she follow tenant to new property. Eligible tenants will be entitled to up to two (2) early lease termination/relocations.

\*\*\*

A tenant may request and receive both early lease termination and early lease termination/relocation. A Request Form is available through the rental office.

\*\*\*

If a tenant or household member reports to Management Systems, Inc. that she or he is a victim of domestic violence, dating violence, sexual assault, or stalking, or otherwise seeks assistance under this policy, Management Systems, Inc. may inform others to the extent it deems reasonably necessary to protect the tenant or others and to comply with this policy, applicable law, and court order. Nothing in this policy is intended to prevent Management Systems, Inc. from contacting the appropriate authorities if Management Systems, Inc. reasonably believes the safety of tenants and/or the residential property is at risk, but Management Systems, Inc. will not intentionally notify the alleged perpetrator. Where practicable, Management Systems, Inc. may provide prior notice to the tenant or household member that it intends to contact the authorities about matters relating to domestic violence, dating violence, sexual assault, or stalking he/she has experienced.

Management Systems, Inc. may seek restitution (not excluding prosecution) for property damage(s) from the tenant, if applicable, if damage is caused by the tenant, member of tenant's household, guest, or person under tenant's control pursuant to the terms of the lease, or from the alleged perpetrator and secure tenant's cooperation through subpoena.

Rental applicants and tenants shall have the right to report any alleged violation of this policy to the Compliance Department for Management Systems, Inc. and shall be provided with a complaint form maintained by the Department. The Compliance Department shall investigate the complaint, maintain a documented log and report its findings to the complaining individual within thirty days of the filing of the form. Every filed complaint form, along with the Compliance Department's response, will be maintained for 7 years in a Complaint File at the Management Systems, Inc. Corporate Office.

If you are a victim of domestic violence and you would like help addressing your situation, you may contact the National Domestic Violence Hotline: 1-800-799-SAFE (7233). If you are a victim of sexual assault, you may contact the National Sexual Assault Hotline: 1-800-656-HOPE (4673).

**EXHIBIT A**

The Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy shall be posted in Management Systems, Inc. rental office(s), Compliance Office, and each building with a common hallway managed by Management Systems, Inc., distributed to all current tenants of properties managed by Management Systems, Inc., within 90 days, and given to each new tenant upon signing of a lease.

- \* I understand that, should the content of this policy be changed in any way, Management Systems, Inc. may require an additional signature from me to indicate that I am aware of and understand any new policies.
- \* I understand that my signature below indicates that I have read and understand the above statements and have received a copy of this Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy.

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

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness by Agent Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

**MANAGEMENT SYSTEMS, INC. - VICTIMS OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING  
REQUEST FOR RELOCATION AND EARLY LEASE TERMINATION FORM**

Apartment # \_\_\_\_\_ Property Name: \_\_\_\_\_

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

Resident(s) Name: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Alleged Perpetrator's Name (if known): \_\_\_\_\_

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

Driver's License #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Employer's Name and Address: \_\_\_\_\_

Relation to Resident (if any): \_\_\_\_\_

Residing in same apartment? Yes \_\_\_ No \_\_\_ Listed as tenant on lease? Yes \_\_\_ No \_\_\_

I am requesting (check all that apply):

\_\_\_\_\_ early lease termination, effective this date \_\_\_\_\_ (for Section 42 housing, subject to Policy provisions) and terminating the tenancy of myself and (if applicable) \_\_\_\_\_.

I will surrender possession and return mail box and other keys by the date above. I will be responsible for all my costs and expenses related to the early lease termination and move. This request does not affect my other duties, responsibilities or obligations under my lease.

Please attach a police record, court record (for example, a temporary or final Personal Protection Order), or a statement from a victim services provider, attorney, medical professional, social worker, or member of the clergy (see page 3 for sample form) indicating that you have experienced domestic violence, dating violence, sexual assault, or stalking, or have been threatened with domestic violence, dating violence, sexual assault, or stalking. While the request form will be accepted without any of these documents, Management Systems, Inc. generally will not approve the early lease termination request until one of these documents is provided.

\_\_\_\_\_ early lease termination and relocation to a different apartment managed by Management Systems, Inc. I will be responsible for all my costs and expenses related to the requested early lease termination, relocation and move.

Please attach a temporary or final Personal Protection Order (PPO). A PPO that grants occupancy of your apartment to the alleged perpetrator will not meet this requirement. While the request form will be accepted without a PPO, Management Systems, Inc. generally will not approve the relocation request until a PPO is provided.

The relocation request will be in effect for 90 days. During these 90 days, Management Systems, Inc. will, upon your request, update you about the status and availability of other rental units on the Management Systems, Inc., property list. You may renew your request to relocate at the end of each 90-day period if you indicate that you continue to face the threat of domestic violence, dating violence, sexual assault, or stalking or actual domestic violence, dating violence, sexual assault, or stalking.

**EXHIBIT B**

The information contained in this form and attached documents may be used by Management Systems, Inc., to the extent it deems reasonably necessary to protect the resident or others and to comply with applicable law, but Management Systems will not intentionally notify the alleged perpetrator.

\_\_\_\_\_  
Signature of Resident Date

**Received by:**

\_\_\_\_\_  
Signature of Resident Manager Date

**EXHIBIT B**

.....  
**TO BE COMPLETED BY A VICTIM SERVICE PROVIDER, ATTORNEY, MEDICAL PROFESSIONAL, SOCIAL WORKER OR MEMBER OF THE CLERGY:**

I am a \_\_\_\_\_ [title] at \_\_\_\_\_ [name of agency / office / religious order], and am a  victim services provider  attorney  medical professional  social worker  member of the clergy.

\_\_\_\_\_ [name of resident] has sought assistance from us in addressing actual or threatened domestic violence, dating violence, sexual assault, stalking, or the effects of abuse. As a result of this abuse, he or she needs to move out of her current home.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

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

Date: \_\_\_\_\_

\*\*\*

I have authorized the release of the above information to Management Systems and hereby authorize Management Systems, Inc., to contact the above person to verify the above information.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
**TO BE COMPLETED BY MANAGEMENT SYSTEMS, INC.:**

**Lease Termination**

Date of Lease Termination: \_\_\_\_\_

Resident(s) Released from Lease: \_\_\_\_\_

**Relocation**

Property Name Where Resident Was Relocated: \_\_\_\_\_

Address Where Resident Was Relocated: \_\_\_\_\_

Date of Relocation: \_\_\_\_\_

**If request(s) denied:**

Date of Denial of Request: \_\_\_\_\_

Date of Notice of Denial to Resident: \_\_\_\_\_

Describe in detail the reasons for denial: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT C

**MANAGEMENT SYSTEMS, INC. - DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING POLICY  
COMPLAINT FORM**

If you are applying for housing or if you are a tenant in housing managed by Management Systems, Inc. and believe that there has been a violation of the Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy (available upon request), please fill out this form and return it to the Compliance Department of Management Systems, Inc., located at 14201 W. Eight Mile Road, Detroit, MI, 48235.

Apartment # \_\_\_\_\_ Property Name: \_\_\_\_\_  
*If applicable*

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

Resident Manager (if known): \_\_\_\_\_

Applicant / Resident(s) Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

I believe the Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy has been violated in the following ways (*for example, denied apartment due to domestic violence-related incident, threatened with eviction because of domestic violence of which I was a victim, denied my request for early lease termination or relocation to escape domestic violence, dating violence, sexual assault, or stalking*):

---

---

---

---

---

---

---

---

---

---

\_\_\_\_\_  
Signature of Applicant / Resident                          Date

You will receive a response to your complaint no later than 30 days from filing of this form.

**Received by:**

\_\_\_\_\_  
Signature    Date

**Response by:**

\_\_\_\_\_  
Name and Title    Date  
**(Attach copy of Response)**



**EXHIBIT D**

**MANAGEMENT SYSTEMS, INC.  
DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT,  
OR STALKING POLICY  
DISCLOSURE TO APPLICANTS**

This disclosure form will be included in all rental applications for properties managed by Management Systems, Inc..

Management Systems, Inc., as well as its employees, agents, and assigns, with respect to all of the residential rental properties managed by it, has adopted a Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy (available upon request), which includes the following provisions:

Management Systems, Inc. will not take any action to evict any person on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Management Systems, Inc. will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Rental applicants shall have the right to report any alleged violation of this policy in the application process to the Compliance Department for Management Systems, Inc., located at 14201 W. Eight Mile Road, Detroit, MI, 48235, and may request a complaint form maintained by the Department. The Compliance Department shall investigate the complaint, maintain a documented log, and report its findings to the complaining individual within thirty days of the filing of the form. Every filed complaint form, along with the Compliance Department's response, will be maintained for 7 years in a Complaint File at the Management Systems, Inc. Corporate Office.

**EXHIBIT E**

**DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT,  
AND STALKING POLICY  
AMENDMENT TO EMPLOYEE MANUAL**

Management Systems, Inc., as well as its employees, agents, and assigns, with respect to all of the residential rental properties managed by it, has adopted a Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy. Among other provisions, the Policy provides:

Management Systems, Inc. will not take any action to evict any person on the basis that such person has been the victim of domestic violence including dating violence, sexual assault or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Management Systems, Inc. will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, including dating violence, sexual assault or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Subject to the property owner's review, adoption and approval, Management Systems, Inc. will provide early lease termination and relocation to eligible tenants.

Management Systems, Inc. will respond to complaints concerning violations of the Policy.

Management Systems, Inc. may use reports of domestic violence, dating violence, sexual assault, and stalking to inform others to the extent reasonably necessary to protect the tenant or others and to comply with this policy, applicable law, or court order, but will not intentionally notify the alleged perpetrator.

A complete copy of the Policy will be given to all tenants and is also available upon request. Tenants with questions about the Policy should be referred to resident managers and the Compliance Department of Management Systems, Inc.

In the case of domestic violence, dating violence, sexual assault, or stalking perpetrated by an employee on the premises, upon review of charge, situation, and process by management the employee shall be subject to immediate termination.

Management Systems, Inc. has created an amendment to the Employee Manual, terms of tenancy and termination of tenancy to reflect the Policy. You are required to sign this form acknowledging receipt of the Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy and this form shall be placed in your Personnel File.

- \* I understand that, should the content of this policy be changed in any way, Management Systems, Inc. may require an additional signature from me to indicate that I am aware of and understand any new policies.
- \* I understand that my signature below indicates that I have read and understand the above statements and have received a copy of this Management Systems, Inc. Employee Manual Amendment.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



DATE

KEYBOARD(name and address)

RE: KEYBOARD(name)

Dear KEYBOARD(name):

Please be advised that KEYBOARD(client name) has contacted our office regarding the notice to quit that you have provided to KEYBOARD(her/him). It is our understanding, that KEYBOARD(client name) received this notice because, KEYBOARD(complete sentence). She has filed for a Protection from Abuse Order.

This letter is to advise you that your proposed action to evict KEYBOARD(client name) is in violation of the Violence Against Women Act (VAWA), signed into law by President Bush on January 5, 2006. The intent of VAWA and the amendments to Section 8 and Public Housing Sections of the U.S. Housing Act is to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking-as well as members of the victims' immediate families - from losing their HUD assisted housing as a consequence of the abuse of which they are a victim.

VAWA prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault or stalking as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA(42 U.S.C. 13925). **All public housing authorities administering the Public Housing, Section 8 Voucher programs, including the HCV program and all owners participating in the Section 8 voucher and project based programs must comply with this law.** You must stop eviction proceedings immediately.

KEYBOARD(client's name) has sought my assistance in addressing KEYBOARD(domestic violence, dating violence or stalking or the effects of abuse), and I attest under penalty of perjury that it is my professional belief that the incidentKEYBOARD(single or plural) in question KEYBOARD(is/are) bona fide incidentKEYBOARD(single or plural) of abuse.

Please accept this letter as certification that KEYBOARD(client name) is a victim of Domestic Violence.

KEYBOARD(closing)



FOCUS - 1 of 2 DOCUMENTS

**THERESA BRANISH, APPELLEE v. NHP PROPERTY  
MANAGEMENT, INC. AND PENNSYLVANIA SECURITIES  
SYSTEMS, INC. APPEAL OF: NHP PROPERTY MANAGEMENT,  
INC., APPELLANT**

**NO. 2025 PHILADELPHIA 1996**

**SUPERIOR COURT OF PENNSYLVANIA**

*694 A.2d 1106; 1997 Pa. Super. LEXIS 990*

**January 14, 1997, Argued**

**April 29, 1997, FILED**

**PRIOR HISTORY:** [**\*\*1**] Appeal from the Judgment entered July 24, 1996 in the Court of Common Pleas of Bucks County, Civil Division, at No. 94-7855. Before RUFÉ, J.

**DISPOSITION:** Order affirmed.

**COUNSEL:** Brett I. Kleger, Philadelphia, for appellant.

Paul R. Beckert, Jr., Bensalem, for appellees.

**JUDGES:** BEFORE: DEL SOLE, POPOVICH AND OLSZEWSKI, JJ. OPINION BY DEL SOLE, J. Judge Popovich files a dissenting statement. Judge Olszewski files a concurring opinion.

**OPINION BY:** DEL SOLE

**OPINION**

[**\*1107**] OPINION BY DEL SOLE, J.:

FILED APR 29 1997

Appellee Theresa Branish is a tenant in Appellant NHP Property Management, Inc.'s apartment complex. Appellee's boyfriend,

without invitation, entered Appellee's apartment and caused a disturbance and damages. In response, Appellant issued a "no trespassing" letter to the boyfriend indicating that he was no longer permitted on the property with or without invitation. A violation of the letter would be reason to seek eviction of Appellee. Appellee filed a motion for declaratory judgment requesting the court to find the "no trespassing" letter void. Following a stipulated trial, the court found the letter void and ordered that Appellant was barred from evicting Appellee for reasons of violating the letter. Post-trial motions were denied and this appeal followed.

The issue before us is whether a tenant may invite [**\*\*2**] a social guest on to the property of the landlord against the landlord's wishes.

There is an implied covenant of quiet enjoyment in every lease of real property. The covenant is between lessor and lessee. Any wrongful act of the lessor that interferes with the lessee's possession, in whole or in part, is a breach of the covenant of quiet enjoyment. *Lichtenfels v. Bridgeview Coal Co.*, 366 Pa. Super. 304, 531 A.2d 22 (1987).

The Landlord and Tenant Act includes the following Tenant's rights:

*The tenant shall also have right to invite to his apartment or dwelling unit, for a reasonable period of time, such social guest, family or visitors as he wishes so long as his obligations as a tenant under this article are observed. These rights may not be waived by any provisions of a written rental agreement and the landlord and/or owner may not charge any fee, service charge or additional rent to the tenant for exercising his rights under this act. (Emphasis added).*

*68 P.S. § 250.504-A.*

The Act also provides the following concerning a tenant's duties:

The tenant shall comply with all obligations imposed upon tenants by applicable provisions of all municipal, county [\*\*3] and Commonwealth codes, regulations, ordinances, and statutes, and in particular, shall:

(1) Not permit any person on the premises with his permission to wilfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit, or the facilities, equipment, or appurtenances thereto or used in common, nor himself do any such thing.

(2) Not permit any person on the premises with his permission to wilfully or wantonly disturb the peaceful enjoyment of the premises by other tenants and neighbors.

*68 P.S. § 250.503-A.*

The law in this matter is clear. A tenant who observes his obligations has a right to invite social guests to his apartment. *68 P.S. § 250.504-A.* Those invited guests are the responsibility of the tenant. *68 P.S. § 250.503-A.* In this case, Appellee's boyfriend was an uninvited guest when he caused damage to the premises. Consequently, Appellee did not neglect her obligations since she was not responsible for her boyfriend's actions as an uninvited guest. By preventing Appellee from inviting social guests to her apartment, Appellant has wrongfully interfered with Appellee's possession. [\*1108] As a result, Appellant has breached Appellee's [\*\*4] covenant of quiet enjoyment. Thus, to rule that Appellee cannot invite guests of her choice to her apartment would infringe upon her statutory and common law rights.

Furthermore, if Appellee presently chooses to permit her boyfriend access to the premises as an invited social guest, the responsibility for his actions rests with Appellee and not Appellant. We note Appellant argues that it has a duty to the other tenants of the complex to keep unruly guests off of the premises. However, if we were to be persuaded by Appellant's argument, we would be placing wrongfully upon landlords an additional responsibility over tenants' invited guests. Instead, the legislature has provided that that is a duty which rightfully rest with the tenant. *68 P.S. § 250.503-A.*

For the forgoing reasons, we affirm the order of the lower court.

Order affirmed.

Judge Popovich files a dissenting statement.

Judge Olszewski files a concurring opinion.

**CONCUR BY: OLSZEWSKI**

**CONCUR**

CONCURRING OPINION BY  
OLSZEWSKI, J.:

FILED APR 29 1997

I wholeheartedly agree that Ms. Branish must prevail in this matter based upon the rights granted to tenants by the legislature in § 250.504-A of the Landlord and Tenant Act. Nevertheless, [\*\*5] I write separately concerning the extent of the tenant's obligations under the Act. *Section 250.503-A* provides as follows:

**Tenant's duties**

The tenant shall comply with all obligations imposed upon tenants by applicable provisions of all municipal, county and Commonwealth codes, regulations, ordinances, and statutes, and in particular, shall:

(1) Not permit any person on the premises with his permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit, or the facilities, equipment, or appurtenances thereto or used in common, nor himself do any such thing.

(2) Not permit any person on the premises with his permission to willfully or wantonly disturb the peaceful enjoyment of the premises by other tenants and neighbors.

68 P.S. § 250.503-A.

*Section 250.503-A* is written so as the word "permit" pertains to the phrase "any person on the premises." Accordingly, it would be redundant for the following phrase, "with his permission," to also relate back to "any person on the

premises." Instead, "with his permission" must relate to the phrase "to willfully or wantonly destroy [or disturb]." As such, a tenant [\*\*6] is only obliged under § 250.503-A not to grant permission to an invitee to willfully or wantonly cause destruction or disturb other tenants. Quite simply, the statute does not place absolute liability upon a tenant for the acts of his/her invited guests. Thus, a tenant does not fail in his/her obligations if an invitee is rowdy without the tenant's permission or knowledge. Accordingly, a tenant could conceivably reinvite an unruly guest, who never acted disorderly with the tenant's permission, and the landlord would be without statutory recourse.

While the statute does not provide the landlord protection in such a case, the landlord clearly may safeguard him/herself through contractual provisions. For example, the lease in the instant case contains the following provision:

**11. Damages:**

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or *visitors*, Tenant agrees to pay:

a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and

b. rent for the period the unit is damaged whether or not it is habitable . . .

R.R. at 48 (emphasis [\*\*7] added).



Thus, through contractual provisions, the landlord can protect his/her interests. Ultimately, a tenant, who re-invites a rowdy guest who causes a breach of the lease, will face eviction. This point has not been [\*1109] reached in the instant case and it was impermissible for the landlord to pre-emptively prohibit the tenant from inviting certain guests to the property. *68 P.S. § 250.504-A*.

**DISSENT BY: POPOVICH**

**DISSENT**

**DISSENTING STATEMENT BY  
POPOVICH, J.:**

FILED APR 29, 1997

I respectfully dissent from the opinion of the majority. I would enter judgment in favor of appellant (appellee's landlord) and confirm the enforceability of the "no trespassing" letter which appellant issued to appellee and her paramour.

