



## DELRAY BEACH HOUSING AUTHORITY

# VIOLENCE AGAINST WOMEN ACT SECTION 8 HOUSING CHOICE VOUCHER (HCV) PROGRAM

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### VOUCHER HOLDER

Federal law reauthorizing the Violence against Women Act (VAWA) provides certain rights and protections to Section 8 Voucher Holders and members of their households. This law requires that you be notified of your rights and obligations under its provisions.

### Section 8 Voucher Holder:

- You cannot be denied a housing voucher solely because you are or have been a victim of domestic violence, dating violence, or stalking
- A landlord cannot refuse to rent to you solely because you are or have been a victim of domestic violence, dating violence, or stalking.
- Your abuser's acts or threats of domestic violence, dating violence, or stalking against you are not good cause for evicting you. You do not violate your lease by being the victim of acts of domestic violence, dating violence, or stalking.
- Your abuser's acts or threats of domestic violence, dating violence, or stalking against you are not good cause for revoking your housing voucher.
- Your landlord cannot evict you from your unit on the basis of criminal activity directly relating to domestic violence, dating violence, or stalking against you, *unless* your landlord can show there is an *actual* and *imminent* threat to the safety of other tenants or staff if you are not evicted.
- Your housing voucher cannot be revoked on the basis of criminal activity directly relating to domestic violence, dating violence, or stalking against you, unless the agency providing your voucher can show there is an *actual* and *imminent* threat to the safety of other tenants or staff if the voucher is not revoked.

- If you and your abuser live together, your landlord can evict your abuser for his or her acts of domestic violence, but your landlord may not evict or otherwise penalize you, *unless* (as described above) your landlord can show there is an actual and imminent threat to the safety of other tenants or staff if you are not evicted.
- If you and your abuser share a housing voucher, your abuser can be removed from the voucher for his or her acts of domestic violence, but (assuming you continue to qualify for the voucher) you cannot lose the voucher on this basis, *unless* (as described above) the agency providing your voucher can show there is an actual and imminent threat to the safety of other tenants or staff if the voucher is not revoked.
- Your landlord may evict you for serious or repeated lease violations that are unrelated to the domestic violence, dating violence, or stalking against you, as long as it does not hold you to a more demanding set of rules than it appears to tenants who are not victims of domestic violence, dating violence, or stalking.
- Your voucher may be revoked based on serious or repeated lease violations that are unrelated to the domestic, dating violence, or stalking against you, as long as the agency providing the voucher does not hold you to a more demanding set of rules than it applies to voucher-holders who are not victims of domestic violence, dating violence, or stalking.
- Your landlord or the agency providing your housing voucher can ask you to prove, or “certify” that you are a victim of domestic violence, dating violence, or stalking and thus entitled to the above rights.
- If, the landlord or voucher agency asks you to certify that you are a victim of domestic violence, dating violence, or stalking, you must be given at least 14 business days to collect the necessary proof. Your landlord or voucher agency is also free to grant additional time.
- There are certain documents that your landlord or voucher agency *must* accept as proof that you are a victim of domestic violence, dating violence, or stalking, including police or court records and certain statements from attorneys, medical professionals, and domestic violence advocates. The landlord or voucher agency also has discretion to accept any other kind of evidence that shows you are a victim of domestic violence, dating violence, or stalking.
- Specifically, anyone of the following is sufficient proof that you are a victim of domestic violence, dating violence, or stalking entitled to the above rights.
- A written, signed statement from a victim services provider that states under the penalty of perjury that the provider believes the incidents in question were acts of domestic violence, dating violence, or stalking against you and that names your abuser. You must also sign the document.
- A written, signed statement from a medical professional that states under penalty of perjury that the medical professional believes the incidents in question were acts of domestic violence, dating violence, or stalking against you and that names your abuser. You must also sign the document.

- A written, signed statement from an attorney that states under penalty of perjury that the attorney believes that the incidents in question were acts of domestic violence, dating violence, or stalking against you and that names your abuser. You must also sign the document.
- A police record that indicates you were a victim of domestic violence, dating violence, or stalking and that names your abuser.
- A court record (for example, a protective order) that indicates you were a victim of domestic violence, dating violence, or stalking and that names your abuser.
  
- In general, your landlord or voucher agency must keep confidential any information you provide about the violence against you unless you give permission for it to share the information with someone else. The landlord may use this information, however, if it needs the information in an eviction proceeding (for example, in order to evict an abuser). The landlord or voucher agency can also disclose this information if required to do so by law.
  
- If you move out of a voucher-assisted unit in violation of your lease in order to protect your health and safety or that of a member of your family because you have a reasonable belief that you are threatened with harm from further domestic violence, dating violence, or stalking if you remain in the unit, you may move with your voucher to another jurisdiction

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