

Chehalis Tribal Housing Authority

HOUSING PROTECTION FOR VICTIMS OF DOMESTIC VIOLENCE POLICY

SECTION 1 PURPOSE AND APPLICABILITY

- A. This Policy is intended to provide protections for Victims of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking in housing provided by or governed by the Confederated Tribes of the Chehalis Reservation and Chehalis Tribal Housing Authority.
- B. This Policy applies to any and all persons who are applying for, or are the beneficiaries of, Chehalis Tribal housing assistance.
- C. The Chehalis Tribal Housing Authority will take every allegation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking seriously with the understanding that these types of incidents are rarely reported. Therefore, this Policy is intended to provide safety and security for Victims, and place as little burden as possible on the Victims .
- D. CTHA staff shall treat all Victims with fairness and with respect for the Victims' dignity and privacy.
- E. This Policy shall not apply to the Past DV with No Imminent Threat as defined below.

SECTION 2 DEFINITIONS

Except as otherwise defined by tribal law, the following terms apply:

- A. *Actual and Imminent Threat* refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
- B. *Affiliated Individual*, with respect to an individual, means:
 - 1. A Family member; or
 - 2. Any individual, Tenant, or lawful occupant living in the Household of that individual.
- C. *Applicant* means a person who has submitted an application for a CTHA housing program but who has not yet received housing assistance.
- D. *Bifurcate* means to divide a rental agreement as a matter of law, subject to the permissibility of such process under Tribal or State law, such that certain Tenants or lawful occupants can be evicted or removed and the remaining Tenants or lawful occupants can continue to reside in the unit under the same rental agreement requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining Tenants and lawful occupants.

- E. *Continuing Imminent Threat Situation* means a situation in which a Victim has experienced Domestic Violence, Dating Violence, Sexual Assault, or Stalking in the last six (6) months and there continues to be an Actual and Imminent Threat of further Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
- F. *CTHA* means the Chehalis Tribal Housing Authority, the tribally designated housing entity of the Confederated Tribes of the Chehalis Reservation.
- G. *Dating Violence* means violence committed by a person:
 - 1. Who is or has been in a social relationship of a romantic or intimate nature with the Victim; and
 - 2. 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.
- H. *Domestic Violence* means a felony or misdemeanor crime committed by a current or former Spouse or Intimate Partner of the Victim, by a person with whom the Victim shares a child in common, by a person who is cohabitating with or has cohabitated with the Victim as a spouse or intimate partner, by a person similarly situated to a spouse of the Victim under Tribal or state law, or by any other person against an adult or youth Victim who is protected from that person's acts under Tribal or state law. Domestic violence can take many forms such as, but not limited to, use of intimidation, contact as defined within the Chehalis Tribal Code (CTC) § 4.60.075, manipulation, isolation, coercion, fear and/or violence, as well as other tactics of power and control to establish and maintain a relationship of dominance over an intimate partner, but does not include acts of self-defense. The following are examples of what form the domestic violence action may take, but are not an exhaustive list:
 - 1. Attempting to commit or committing any criminal offense as defined by this title against an intimate partner;
 - 2. Physically harming, attempting to physically harm, or placing an intimate partner in reasonable fear of physical harm to himself or herself. Reasonable fear may be produced by behavior which induces fear in the victim, including, but not limited to, harassment, stalking, destruction of property, or physical harm or threat of harm to household pets;
 - 3. Emotional or mental abuse of the intimate partner, including physical or mental intimidation, controlling activities, or using demeaning language;
 - 4. Economic abuse of an intimate partner;
 - 5. Causing an intimate partner to engage involuntarily in sexual activity; or
 - 6. Preventing the victim from accessing services.
- I. *Emergency Situation* means a situation in which a Victim has experienced Domestic Violence, Dating Violence, Sexual Assault, or Stalking within the past 72 hours and there remains an Actual and Imminent Threat of further Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- J. *Emergency Transfer* means either an Internal Emergency Transfer or an External Emergency Transfer of a Victim's Household or Family under an Emergency Situation in order to protect the Victim's Household or Family.
- K. *External Emergency Transfer* refers to an emergency relocation of a Non-Tenant or Applicant to a CTHA housing unit where the Non-Tenant or Applicant would be categorized as a new applicant for CTHA housing, meaning that the Non-Tenant or Applicant must undergo an application process in order to reside in the CTHA housing unit.
- L. *Family Violence* means the same or similar acts committed in Domestic Violence, but directed towards a Family or Household member instead of an Intimate Partner.
- M. *Household or Family* includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person or a group of persons residing together:
 - 1. The Tenant;
 - 2. Spouses, former spouses, people who have a child in common;
 - 3. Adults related by blood or marriage
 - 4. Adults residing together now or in the past
 - 5. Those sixteen (16) years old or older who have or have had a dating relationship who reside together now or in the past
 - 6. People with a biological, legal, or cultural parent-child relationship, including stepparents/stepchildren, grandparents/grandchildren, or any person in the care, custody, or control of an individual.
- I. *HUD* means the United States Department of Housing and Urban Development.
- J. *Internal Emergency Transfer* refers to an emergency relocation of a Tenant to another unit where the Tenant would not be categorized as a new Applicant, meaning that the Tenant may reside in the new unit without having to undergo an application process.
- K. *Non-Emergency Transfer* means a transfer of a Non-Tenant, Applicant, or Tenant in a Continuing Imminent Threat Situation to a different housing unit upon a request for such a transfer under this Policy.
- L. *Non-Tenant* means an individual who is not a current Tenant of a CTHA housing program and who has not yet submitted an application to participate in a CTHA housing program.
- M. *Other Person under the Tenant's Control* means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the Tenant or other member of the Household who has express or implied authority to provide that invitation on behalf of the Tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the Tenant's control.
- N. *Past DV with No Imminent Threat* means a situation in which a person has experienced Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking in the past but where there is no longer an Actual and Imminent Threat to safety.
- O. *Safe Unit* refers to a unit that the Victim of Domestic Violence, Family Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking believes is safe.
- P. *Sexual Assault* means any nonconsensual sexual act proscribed by Federal, Tribal, or

State law, including when the Victim lacks capacity to consent.

- Q. *Spouse or Intimate Partner of the Victim* includes a person who is or has been in a social relationship of a romantic or intimate nature with the Victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
- R. *Stalking* means willfully and repeatedly engaging in unwanted direct or indirect contact with a specific person and,
1. The person receiving the unwanted contact is intimidated, alarmed, emotionally distressed, or placed in fear that the stalker intends to injure the person or property of the person or of another person and the feeling of intimidation, alarm, emotional distress or fear is one that a reasonable person in the victim's situation would experience under all the circumstances.
 2. "Contact" includes, but is not limited to:
 - a) Following the other person by any reasonable means;
 - b) Waiting outside the home, property, place of work or school of the other person or of a member of that person's family or household;
 - c) Sending or making written communication in any form to the other person;
 - d) Speaking with the other person by any means, including electronic means;
 - e) Committing a crime against the other person;
 - f) Communicating with a third person who has some relationship to the other person with the intent of affecting the third person's relationship with the other person;
 - g) Damaging the other person's home, property, place of work or school; or
 - h) Any other definition of "Contact" provided at CTC § 4.65.050(B).
- S. *Tenant* means a person who is a current participant in a CTHA housing program.
- T. *Victim* means a person who has experienced Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking.

SECTION 3 PROHIBITED BASIS FOR DENIAL OR TERMINATION OF ASSISTANCE OR EVICTION.

- A. If a Non-Tenant, Applicant, or Tenant otherwise qualifies for admission, assistance, participation, or occupancy of a CTHA housing program, CTHA may not deny admission to or assistance under, terminate from participation in, refuse to renew, or evict from the housing, or otherwise discriminate against a Non-Tenant, Applicant, or Tenant on the basis of or as a direct result of:
1. The fact that the Non-Tenant, Applicant, or Tenant is or has been a Victim of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking;
 2. The fact that the Non-Tenant, Applicant, or Tenant has or is applying for a protection order or restraining order against an individual who is the perpetrator of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking;
or
 3. The fact that the Non-Tenant, Applicant, or Tenant has a history of eviction where the entire Household was evicted because of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking, and the Non-Tenant, Applicant, or

Tenant was the Victim.

- B. CTHA may not deny tenancy or occupancy rights to a Non-Tenant, Applicant, or Tenant solely on the basis of criminal activity directly relating to Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking if:
1. The criminal activity is engaged in by a member of the Non-Tenant, Applicant, or Tenant's Household or any guest or other person under the control of the Tenant, and
 2. The Non-Tenant, Applicant, Tenant or an Affiliated Individual of the Non-Tenant, Applicant, or Tenant is the Victim or threatened Victim of such Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking.
 3. An incident of actual or threatened Domestic Violence, Dating Violence, Sexual Assault, or Stalking shall not be construed as:
 - i. A serious or repeated violation of a rental agreement executed by the Victim or threatened Victim of such incident; or
 - ii. Good cause for terminating the assistance, tenancy rights, or occupancy rights under CTHA housing assistance of the Victim or threatened Victim of such incident.

SECTION 4 REMEDIES AVAILABLE TO VICTIMS OF DOMESTIC VIOLENCE

- A. CTHA may Bifurcate a rental agreement or remove a Household member from a rental agreement in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking against an Affiliated Individual or other individual:
1. Without regard to whether the Household member is a signatory to the rental agreement; and
 2. Without evicting, removing, terminating assistance to, or otherwise penalizing a Victim of such criminal activity, Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking, who is also a Tenant or lawful occupant.
- B. If CTHA exercises the option to Bifurcate a rental agreement as provided in Paragraph A of this Section and evicts the perpetrator of the acts described in Paragraph A, and the individual who was evicted or for whom assistance was terminated was the eligible Tenant under CTHA housing assistance, CTHA shall provide to any remaining Tenant or Tenants that were not already eligible a period of ninety (90) calendar days from the date of bifurcation of the rental agreement to:
1. Establish CTHA eligibility; or
 2. Find alternative housing, including by Emergency Transfer.
- C. A Tenant who has established eligibility pursuant to Subsection B.1 of this Section may remain in the premises under a new rental agreement, or may terminate the rental agreement and quit the premises without further obligation under the rental agreement. If the Tenant terminates the rental agreement:
1. The Tenant will be discharged from the payment of rent for any period following the

latter of:

- i. The date the Tenant vacates the unit; or
 - ii. The date the Tenant submits documentation confirming eligibility for protection under this Policy to CTHA, if requested.
2. The Tenant is entitled to a pro-rated refund of any prepaid rent.
 3. Notwithstanding rental agreement provisions that allow for forfeiture of a deposit for early termination, a Tenant who terminates a rental agreement under this section is entitled to the return of the full deposit, subject to applicable law, and must receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with applicable law.
 4. Other Tenants who are parties to the rental agreement, except Household members who are the Victims of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking, are not released from their obligations under the rental agreement or applicable law.
 5. CTHA may not assess any fee or penalty for early termination of a rental agreement under this Policy.

D. Emergency Transfer Procedures: The Executive Director of CTHA may, in their discretion, determine if there is an Emergency Situation that qualifies for an Emergency Transfer. A Non-Tenant, Tenant, or Applicant for housing assistance provided by the Chehalis Tribal Housing Authority who is a Victim of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking qualifies for an Emergency Transfer if:

1. The Non-Tenant, Tenant, or Applicant expressly requests the transfer; and
2. The Non-Tenant, Tenant, or Applicant reasonably believes there is an Actual and Imminent Threat of harm from further Domestic Violence, Family Violence, Dating Violence, or Stalking if the Non-Tenant, Tenant, or Applicant remains within the same dwelling unit that the Non-Tenant, Tenant, or Applicant is currently occupying; or in the case of a Non-Tenant, Tenant, or Applicant who is a Victim of Sexual Assault, either the Non-Tenant, Tenant, or Applicant reasonably believes there is an Actual and Imminent Threat of harm from further violence if the Non-Tenant, Tenant, or Applicant remains within the same dwelling unit that the Non-Tenant, Tenant, or Applicant is currently occupying, or the Sexual Assault occurred on the premises during the ninety (90)-calendar-day period preceding the date of the request for transfer.
3. CTHA will follow up with a Non-Tenant, Applicant, or Tenant six (6) months after any Emergency Transfer to help determine long-term housing solutions.

E. Internal Emergency Transfer Procedures:

1. If the Executive Director of CTHA determines that there is an Emergency Situation that qualifies for an Emergency Transfer, pursuant to Section 4.D of this Policy, CTHA must allow a Tenant to make an Internal Emergency Transfer when a Safe Unit is immediately available. The Tenant will be granted highest priority and eligibility under CTHA policies determining program eligibility, notwithstanding other priorities listed.
2. In the event a Safe Unit in CTHA housing is not immediately available at the time of

the request, or if a unit is available that the individual does not believe is safe, CTHA will make all reasonable efforts to assist a Tenant who is a Victim in an Emergency Situation in finding alternative housing, including but not limited to a temporary hotel or motel stay, for a period of time deemed reasonable by the Executive Director of CTHA.

3. These Internal Emergency Transfer Procedures do not apply to a Tenant in a situation involving Past DV with No Imminent Threat.

F. External Emergency Transfer Procedures:

- G. If the Executive Director of CTHA determines that there is an Emergency Situation that qualifies for an Emergency Transfer, pursuant to Section 4.D of this Policy, CTHA may allow a Non-Tenant or Applicant in an Emergency Situation to make an External Emergency Transfer when a Safe Unit is immediately available.
- H. To make an External Emergency Transfer, the Non-Tenant or Applicant must submit an application under the CTHA Admissions and Occupancy Policy.
- I. The Non-Tenant or Applicant will be granted highest priority and eligibility under CTHA policies determining program eligibility, notwithstanding other priorities listed.
- J. In the event a Safe Unit in CTHA housing is not immediately available at the time of the request, or if a unit is available that the Non-Tenant or Applicant does not believe is safe, CTHA will make all reasonable efforts to assist a Non-Tenant or Applicant who is in an Emergency Situation in finding alternative housing, including but not limited to a temporary hotel or motel stay, for a period of time deemed reasonable by the Executive Director of CTHA.
- K. These External Emergency Transfer Procedures do not apply to a Non-Tenant or Applicant in a situation involving Past DV with No Imminent Threat.

L. Non-Emergency Transfer Procedures:

1. CTHA may move a Non-Tenant, Applicant, or Tenant to the top of the housing wait list upon determining that the Non-Tenant, Applicant, or Tenant is in a Continuing Imminent Threat Situation.
2. CTHA will transfer the Non-Tenant, Applicant, or Tenant to a new housing unit as soon as it becomes available.
3. In the event a Safe Unit in CTHA housing is not immediately available at the time of the request, or if a unit is available that the individual does not believe is safe, CTHA may, at its discretion, make reasonable efforts to assist a Non-Tenant, Applicant, or Tenant who is in a Continuing Imminent Threat Situation in finding alternative housing, including but not limited to a temporary hotel or motel stay, for a period of time deemed reasonable by the Executive Director of CTHA.
4. These Non-Emergency Transfer Procedures do not apply to a Non-Tenant, Applicant, or Tenant in a situation involving Past DV with No Imminent Threat.

M.

- N. A Tenant who is a Victim of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking may request that CTHA change the locks to the Tenant's premises. CTHA is prohibited from giving copies of the keys to the new locks to a person excluded from the Tenant's premises.

- O. CTHA may take any other steps it deems necessary to protect the safety of a Non-Tenant, Tenant, or Applicant who is a Victim of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking, consistent with tribal law and notwithstanding any internal CTHA policy.
- P. A Non-Tenant, Tenant, or Applicant's remedies under this Section do not preempt any other legal remedy available to the Non-Tenant, Tenant, or Applicant.

SECTION 5 LIMITATIONS OF PROTECTIONS.

- A. Nothing in this Policy limits the authority of CTHA, when notified of a court order, to comply with a court order with respect to:
 - 1. The rights of access to or control of the Tenant's premises or property, including civil protection orders issued to protect a Victim; or
 - 2. The distribution or possession of property among members of a Household.
- B. Nothing in this Policy limits any available authority of CTHA to evict or terminate assistance to a Tenant for any violation not premised on an act of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, CTHA must not subject the Tenant, who is or has been a Victim, or is affiliated with an individual who is or has been a Victim, to a more demanding standard than other Tenants in determining whether to evict or terminate assistance.
- C. Nothing in this Policy limits the authority of CTHA to terminate assistance to or evict a Tenant or other lawful occupant if CTHA can demonstrate that an Actual and Imminent Threat to other Tenants or those employed at or providing service to property of CTHA would be present if that Tenant or lawful occupant is not evicted or terminated from assistance.
- D. Any eviction or termination of assistance should be utilized by CTHA only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the Victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat.
- E. A rental agreement bifurcation, as provided in this Policy, shall be carried out in accordance with any requirements or procedures as may be prescribed by applicable law termination of assistance or rental agreements and in accordance with any CTHA policies or procedures.
- F. The ninety (90)-day period provided by Section 4.B will not be available to a remaining Household member if the HUD statutory or regulatory requirements prohibit it. The ninety (90)-day calendar period also will not apply beyond the expiration of a rental agreement, unless this is permitted by applicable regulations. CTHA may extend the ninety (90)-day period in Section 4.B up to an additional sixty (60) calendar days, unless prohibited from doing so by HUD statutory or regulatory requirements or unless the time period would extend beyond expiration of the rental agreement.

- G. CTHA may expend Indian Housing Block Grant (IHBG) funds available under the Native American Housing Assistance and Self-Determination Act of 1996 to satisfy the requirements of this Policy, provided that to the extent assistance under this Policy is ineligible under federal law, CTHA may expend program income first to cover such assistance, or if program income is unavailable, non-program income.

SECTION 6 DOCUMENTATION REQUIRED

- A. Documentation can aid CTHA in providing the best service possible for Victims. Such Victims are entitled to the protections under this Policy. If a Non-Tenant, Applicant, or Tenant represents to CTHA that the individual is a Victim entitled to the protections under this Policy, CTHA will request, in writing, that the Non-Tenant, Applicant, or Tenant submit to CTHA the documentation specified in this Section.
- B. If a Non-Tenant, Applicant, or Tenant does not provide the documentation requested under paragraph B of this Section within thirty (30) calendar days after the date that the Non-Tenant, Applicant, or Tenant receives a request in writing for such documentation from CTHA, CTHA may at its discretion:
1. Deny a transfer by the Non-Tenant, Applicant, or Tenant to a CTHA housing unit under this Policy;
 2. Deny assistance under CTHA housing assistance to the Non-Tenant, Applicant or Tenant to the extent such assistance was premised on the Non-Tenant, Applicant, or Tenant being a Victim.
 3. Terminate the participation of the Tenant in CTHA housing assistance if CTHA determines that the Non-Tenant, Applicant, or Tenant falsely claimed to be a Victim in order to obtain CTHA housing; or
 4. Evict the Tenant, or a lawful occupant that commits a violation of a lease if CTHA determines that the Non-Tenant, Applicant, or Tenant falsely claimed to be a Victim in order to obtain CTHA housing.
- C. CTHA may, at its discretion, extend the thirty (30)-day deadline under Paragraph B this section.
- D. In response to a written request to the Non-Tenant, Applicant or Tenant from CTHA, the Non-Tenant, Applicant, or Tenant may submit, as documentation of the occurrence of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking, any one of the following forms of documentation, where it is at the discretion of the Non-Tenant, Tenant, or Applicant which one of the following forms of documentation to submit:
1. A self-certification form to be completed by the Non-Tenant, Applicant, or Tenant certifying that they have experienced an incident(s) of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking; provided that no Victim will be required to provide specific details of the incident(s) in order to avoid triggering past trauma, as graphic detail is not appropriate for this situation. The form should:
 - i. State that the Non-Tenant, Applicant, or Tenant is a Victim; ;
 - ii. State that the incident of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking is the ground for protection under this

- Policy;
- iii. Include the name of the perpetrator, if known and if the Non-Tenant, Tenant, or Applicant deems it safe to provide, who committed the Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking; and
 - iv. Include a signature as confirmation that the information contained in the statement is true and accurate to the best of the Non-Tenant, Applicant, or Tenant's knowledge; or
2. A document:
 - i. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, medical professional, or a mental health professional (collectively, "professional") from whom the Victim has sought assistance relating to Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking, or the effects of abuse;
 - ii. Signed by the Non-Tenant, Applicant, or Tenant; and
 - iii. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking;
 3. A record, such as a "Smith affidavit" under Washington State law, a police report, case number, protection order, restraining order, or criminal conviction, from a Tribal, Federal, State, territorial or local law enforcement agency, court, or administrative agency regarding the Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking at issue; or
 4. At the discretion of the CTHA Executive Director in conjunction with legal counsel, a statement or other sufficient evidence provided by the Non-Tenant, Applicant, or Tenant.
- E. If CTHA receives documentation under paragraph D of this section that contains conflicting information (including certification forms from two or more members of a Household each claiming to be a Victim and naming one or more of the other petitioning Household members as the perpetrator), CTHA may require Non-Tenant, Applicant or Tenant to submit third-party documentation, as described in paragraph D.2 of this section, within thirty (30) calendar days of the date of the request for the third-party documentation.
- F. Nothing in this Section shall be construed to require CTHA to request that an individual submit documentation of the status of that individual as a Victim of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking.
- G. For a Non-Tenant, Applicant, or Tenant seeking an Emergency Transfer, the Tenant's submission of a written request to CTHA, where the Tenant certifies that they meet the criteria of this Policy, shall be sufficient documentation of the requirements of this Section, and
1. CTHA may, at its discretion, ask an individual seeking an Emergency Transfer to

document the occurrence of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking for which the individual is seeking the Emergency Transfer, if the individual has not already provided documentation of that occurrence; and

2. No other documentation is required to qualify the Non-Tenant, Applicant, or Tenant for an Emergency Transfer
3. CTHA will follow up with a Tenant six (6) months after any Emergency Transfer to help determine long-term housing solutions.

SECTION 7 CONFIDENTIALITY

- A. CTHA must incorporate strict confidentiality measures to ensure that it does not disclose the location of the dwelling unit of the Tenant or Applicant to a person who committed or threatened to commit an act of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking against the Tenant or Applicant. To the extent any other CTHA confidentiality policy provides greater protection, such policy will supersede these provisions.
- B. Any information submitted to CTHA under this Policy, including the status of an individual as a Victim of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking, shall be maintained in strict confidence by CTHA.
- C. CTHA shall not allow any individual administering assistance on behalf of CTHA or any persons within their employ (e.g., contractors) or in the employ of CTHA to have access to confidential information unless explicitly authorized by CTHA for reasons that specifically call for these individuals to have access to this information under applicable law.
- D. CTHA shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:
 - a. Requested or consented to in writing by the individual in a time-limited release
 - b. Required for use in an eviction proceeding or hearing regarding termination of assistance from CTHA; or
 - c. Otherwise required by applicable law.
- E. CTHA will not be liable for any actions relying on information provided under this Section based on such reliance, provided that nothing in this Section shall be construed to limit the liability of CTHA for failure to comply with other sections in this Policy.

SECTION 8 RECORDS

CTHA must keep a record of:

- A. All Emergency Transfers requested, and the outcomes of such requests, for a period of three (3) years; and a list of all persons excluded from their premises by virtue of being evicted, restrained, or otherwise prohibited from entry as a perpetrator of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

SECTION 9 CONSTRUCTION WITH OTHER LAWS

- A. To the extent a provision in existing CTHA Policy is inconsistent with this Policy, the provisions of this Policy will govern, provided that nothing in this Policy will be construed to supersede any provision of any Tribal law that provides greater protection for Victims of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking.