

## **San Francisco Comments Regarding PHA Annual Plans and 5-year Plans**

June 12, 2006

Mr. Rufus Davis  
c/o Resident Advisory Board  
San Francisco Housing Authority  
440 Turk Street  
San Francisco, CA 94102

### **RE: Comments to San Francisco Housing Authority's FY 2006 Annual Plan, ACOP, Section 8 Administrative Plan, and Lease**

Dear Mr. Davis:

Bay Area Legal Aid ("Bay Legal") submits the following comments in connection with the San Francisco Housing Authority's FY 2006/2007 Annual Plan, including proposed revisions to the Admissions and Continued Occupancy Policy (ACOP), the Section 8 Administrative Plan, and the conventional public housing lease. BayLegal is a provider of free legal services to low-income persons in the Bay Area. BayLegal works closely with low-income tenants and residents of public housing in San Francisco.

We are aware of and recognize the challenges faced by the San Francisco Housing Authority (SFHA). With this in mind we submit these comments in the hope that they are the first step in a continuing dialogue that will help the SFHA administer its housing programs and continue to serve the low-income residents of San Francisco.

Our comments offer specific comments on three topics: 1) Recent legislation addressing the unique needs of domestic violence survivors in public housing programs; 2) Implementing the Settlement requirements of Williams vs. San Francisco Housing Authority lawsuit to accommodate the access needs of applicants, participants and tenants with disabilities; 3) services for participants/tenants with limited English proficiency.

### **REQUIREMENTS UNDER THE 2005 VIOLENCE AGAINST WOMEN ACT**

On January 5, 2006, President Bush signed into law the Violence Against Women Act of 2005 ("VAWA"). The federal law sets forth new requirements that provide special protections for victims of domestic violence, dating violence, and stalking, living in government-subsidized, voucher-assisted, and public housing units.<sup>1</sup> The provisions of VAWA require SFHA to amend the ACOP, the Section 8 Administrative Plan, and the SFHA Lease Agreement in numerous

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<sup>1</sup> While the federal VAWA has separate categories for "domestic violence" and "dating violence," the definition of "domestic violence" in California Family Code § 6211 encompasses both of the federal categories, so for simplicity, we are proposing that the California definition be used and have referred throughout our comments simply to victims of domestic violence rather than domestic violence and dating violence.

ways in order to comply with federal law. We have described the needed changes below, attached a copy of the ACOP with our proposed revisions, and included detailed proposed revisions to the Section 8 Administrative Plan and Proposed Lease below.

### **Denial of Housing to Victims Based on Victim Status Prohibited**

In recognition of the vast numbers of domestic violence victims who, because of their efforts to seek help from family law courts, law enforcement, or victim support groups, are punished their attempts to protect themselves from their abusers by the loss or denial of their federal housing, VAWA 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 by a Public Housing Authority (PHA) or private landlord. See 42 U.S.C. §§ 1437d(c)(3), 1437f(c)(9)(A); 1437f(d)(1)(A); 1437f(o)(B) (2006).

Consequently, the eligibility factors on the SFHA wait list for conventional housing and the Section 8 Administrative Plan must be amended to prevent SFHA from denying admission to conventional housing or section 8 housing applicants due to their being victims of domestic violence or stalking.

### **Eviction of Victim Due to Domestic Violence or Stalking Prohibited**

Similarly, VAWA prohibits a PHA or private landlord from relying upon "one-strike" criminal act eviction rules or "zero-tolerance" policies to evict, or terminate subsidies for, tenants or who are victims of domestic violence or stalking. VAWA prohibits PHA's from holding victims of domestic violence accountable for violent crimes and acts perpetrated against them by other family, household members, or guests. See 42 U.S.C. §§ 1437d(c)(3); 1437f(c)(9)(A); 1437f(d)(1)(A); 1437f(d)(1)(C); 1437f(o)(B); § 1437f(o)(20)(B) (2006). The ACOP, Section 8 Administrative Plan and Lease Agreement must all reflect these provisions.

### **Honoring Court Orders**

VAWA seeks to ensure that PHA's honor court orders that address rights of access to or control of the property, including restraining orders which address the possession or use of property. 42 U.S.C. §§ 1437d(1)(6)(C); 1437f(o)(7)(D)(iii) and (o)(20)(D)(ii) (2006); 1437f(c)(9)(C)(iii) and(d)(1)(B)(iii)(III) (2006).

### **Bifurcation of Leases**

VAWA explicitly permits SFHA or a private landlord to bifurcate a lease in order to evict or terminate assistance to a tenant who engages in violence against others, without evicting or terminating assistance to the remaining tenants who are the victims of this violence. 42 U.S.C. §§ 1437d(1)(6)(B); 1437f(o)(7)(D)(ii)(2006); 1437f(c)(9)(C)(ii) and (d)(1)(B)(iii)(II)(2006). The SFHA lease should include language on the possibility of bifurcating the lease in these situations.

### **Confidentiality**

If an individual provides certification of domestic violence, 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). These confidentiality rules must be added to the ACOP and the Section 8 Administrative Plan.

### **Informing Tenants of Domestic Violence Provisions**

SFHA must inform tenants of their rights as domestic violence or stalking victims, and inform owners and managers of their rights and obligations under VAWA. 42 U.S.C. §§ 1437d(u)(2)(B) 1437f(ee)(2)(B) (2006). Thus this information should be incorporated into SFHA orientations for conventional housing and Section 8. The SFHA lease, the housing assistance payment contract between SFHA and participating landlords in the Section 8 voucher program, and contracts in the Project-Based Section 8 program must all explicitly include the information that an incident of domestic violence or stalking does not qualify as serious or repeated violations of the lease, and 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. 42 U.S.C. §§ 1437d(l)(5), (6); 1437f(o)(7)(C), (o)(7)(D), and (o)(20); 1437f(c) and (d) (2006). Additionally, SFHA 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 or stalking. 42 U.S.C. § 1437f(ee)(2)(B) (2006).

### **PHA Plans Must Address Domestic Violence**

SFHA must include in its annual plan a description of any services it offers to victims of domestic violence, sexual assault, or stalking. 42 U.S.C. § 1437c-1(d)(13) (2006).

The SFHA 5-year plan must now include a statement of the goals and policies or programs that enable SFHA to serve the needs of victims of domestic violence, sexual assault, and stalking, and a description of services that it offers to these victims. 42 U.S.C. § 1437c-1(a)(2).

### **SERVICES FOR PARTICIPANTS/TENANTS WITH LIMITED ENGLISH PROFICIENCY.**