

# HOUSING JUSTICE

National Housing Law Project

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## Updated State Law Compendium on Survivors' Housing Rights

NHLP is pleased to announce the release of the 2014 edition of "Housing Rights of Domestic Violence Survivors: A State and Local Law Compendium." This compendium, which is updated annually, is a compilation of state and local laws that provide important safeguards for survivors of domestic violence who seek to access and maintain housing. The updated compendium includes over 100 pages of new information. It is designed to serve as a starting point for advocates conducting research on the housing protections that their state and local laws offer survivors.

Advocates can access the compendium at <http://nhlp.org/node/1436>

Statistics gathered from the compendium:

- 19 states and localities have **eviction defense** laws for survivors;
- 24 states have **early lease termination** laws for survivors;
- 14 states have **lock change** laws for survivors;
- 8 states allow for **lease bifurcation**;
- 33 states permit courts to **exclude the abuser from the housing and grant the possession of the property to the survivor**;
- 15 states can require **abusers to pay for or provide housing** for survivors;
- 4 states impose **liability on the abuser** for damages to the unit, lock changes, moving expenses, and other housing costs related

- to the violence;
- 4 states provide **relocation assistance or a right to emergency shelter** for survivors;
- 40 states and localities have laws pertaining to **confidentiality of housing records and documentation of survivors**, or have an **address confidentiality program**. ▀

## Bank of America Settles with Women Alleging Lending Discrimination Due to Maternity Leave

Survivors of domestic violence face many barriers when seeking to access and maintain housing. Fair housing laws can protect survivors from being discriminated against based on gender and familial status. The following is a summary of settlements that Bank of America entered into with several women alleging that the institution refused to approve their home loan applications because they were going to be on maternity leave during the loan processes.

On September 20, 2013, the United States Department of Housing and Urban Development (HUD) entered into three conciliation agreements addressing complaints made against Bank of America for the institution's alleged discriminatory practices in violation of the federal Fair Housing Act (FHA). Specifically, the complainants claimed that Bank of America discriminated against them on the basis of gender and familial status by denying their ap-

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plications for home loans because they went on maternity leave during the loan processes.

Two complainants claimed that after they went on maternity leave, the loan officers kept changing the closing dates on the loans. In one case, a loan officer allegedly required a complainant to write weekly letters to Bank of America outlining what she was doing while on maternity leave, how long she had been on leave, and the date she expected to return to work. The complainant further claimed that once her real estate agent informed the loan officer that requiring the letters was a violation of the FHA, the loan officer stopped requesting the letters, but continued changing the closing date for the loan. On the advice of her realtor, the complainant resorted to getting financing from a different lender. In another case, the loan officer allegedly told the complainant's client that she would have to work for at least two weeks after her maternity leave before Bank of America would give her a loan. The complainant alleged that once he informed the loan officer that such a demand was a violation of the FHA, the loan officer stopped harassing the client but created excuses for why the client did not qualify for the loan. The client obtained financing from another lender and closed on their home shortly thereafter.

Another complainant alleged that Bank of America was interested in giving her a loan until it discovered that the complainant was on maternity leave. She provided the bank with documents illustrating assets and income available to her during the maternity leave, and documentation from her employer stating that the complainant would retain her job after the maternity leave. The complainant also alleged that once she completed her maternity leave and resumed her employment, Bank of America offered her a loan with the same terms as the original loan she was seeking.

Bank of America denied the allegations made by the complainants and claimed that any questions that its loan officers asked the complainants complied with HUD policies.

HUD facilitated the conciliation agreements between each complainant and Bank of America. The bank agreed to allow loan applicants who are on temporary leave from work to be approved without having to return back to work. It also agreed to revise its temporary leave policy by allowing FHA and VA loan applicants to use liquid assets in the same manner that conventional loan applicants are allowed to for loan approval. Furthermore, Bank of America agreed to train all new employees involved in lending-related roles on fair lending, and agreed to give existing employees annual trainings on the FHA and the Equal Credit Opportunity Act. Lastly, the bank agreed to communicate its temporary leave policy to applicable employees once it has been revised. Furthermore, the conciliation agreements provided for varying amounts of monetary relief for the complainants, ranging from \$5,000 to \$25,000. ■

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