

**LUDLOW HOUSING AUTHORITY**

**DOMESTIC VIOLENCE  
And  
SEXUAL ASSAULT POLICY  
For  
EMPLOYEES AND TENANTS**

**Adopted by the Board of Commissioners**

**Date: October 25, 2022**

The Ludlow Housing Authority (Authority) is committed to complying with the Massachusetts Domestic Violence Leave Act (DVLA) as it may be amended from time to time. In the event of a conflict between the Authority's DVLA policy and state law and any applicable regulations, the state law/regulations applicable to the Authority and its employees shall prevail.

**A. Domestic Violence Leave Act as it applies to Employees**

This policy describes the eligibility and procedural requirements relating to the administration of leave taken pursuant to DVLA.

1. Eligibility

To qualify for this leave under the DVLA, an employee or covered family member must be the victim of "abusive behavior," which includes any of the following behaviors: domestic violence, rape, stalking, sexual assault or kidnapping. An employee shall include all Authority employees and Board Members.

Domestic violence is abuse against an employee or covered family member by a current or former spouse, a person with whom the victim shares a child, a person cohabiting with or who has cohabitated with the victim in the past, a relative by blood or marriage, or a person with whom the employee or family member has or had a dating or engagement relationship.

A covered family member includes a spouse, parent, step-parent, child, step-child, sibling, grandparent, grandchild, persons in a substantive dating relationship or who reside together, persons having a child in common, or persons in a guardian relationship. In the case of abuse of a family member, the employee is not entitled to DVLA Leave if he/she is the alleged perpetrator.

2. Duration of Leave

If an employee or covered family member of the employee is a victim of abusive behavior, he/she may take up to fifteen (15) days of unpaid leave in any twelve-(12) month period.

Employees may choose to exhaust all paid leave for which they are eligible before taking leave under the DVLA.

3. Reasons for Requesting Leave

Employees may request leave to address issues directly related to the abusive behavior. This includes seeking medical attention, counseling or victim services. Leave may also be taken to obtain legal assistance, to attend or appear in court proceedings, or to meet with a district attorney or law enforcement personnel. It is not a requirement of the Act that the employee maintain contact with the alleged abuser before being eligible for leave.

4. Notice

Employees must provide sufficient advance notice of the decision to use domestic violence leave, unless there is a threat of imminent danger to the health or safety of the employee or a member of the employee's family. An employee who does not give advance notice must notify the employer within 3 (three) work days that leave is being taken pursuant to the DVLA. The notice may be provided by certain specified individuals other than the employee.

If an unscheduled absence occurs, the employee has thirty (30) calendar days to produce documentation of the need for leave.

5. Documentation

Employees taking leave pursuant to the DVLA are required to provide documentation that the employee or the employee's family member has been a victim of abusive behavior. The employee is required to provide such documentation within a reasonable period, (either upon returning to work or within 15 business days), after the request is made by providing any one of the following documents:

- A protective order issued by a court as a result of abusive behavior against the employee or employee's family member;
- A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior;
- A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior;
- Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has admitted to sufficient facts in court, or has been convicted of any offense constituting abusive behavior;
- Medical documentation of treatment as a result of the abusive behavior;
- A sworn statement provided by a counselor, social worker, or health care worker who has assisted the employee or the employee's family member; or
- A sworn statement from the employee attesting that the employee has been the victim of abusive behavior.

6. Return to Work

Employees who take leave pursuant to the DVLA will be restored to their original or equivalent position upon return from leave unless circumstances unrelated to the employee's use of leave would have caused a change in employment status. The Authority shall not retaliate against an employee for exercising his/her rights under the DVLA.

7. Confidentiality

With limited exceptions set forth by law, information related to the employee's leave shall remain confidential.

**B. Domestic Violence Leave Act as it applies to the Workplace**

It is the Policy of the Authority to promote a safe environment for its employees. The Authority is committed to working with all employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior, which will not be tolerated. All reported incidents will be taken seriously, and will be dealt with appropriately. Such behavior can include not only acts of physical violence, but also oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts will be removed from the premises and may be subject to criminal prosecution. Such employees will also be subject to disciplinary action, up to and including termination from employment at the discretion of the Executive Director.

This Policy establishes the standards, procedures and safeguards that will encourage and foster a work environment that is characterized by respect and healthy conflict resolution; reduce the potential for violence in and around the workplace; mitigate the negative consequences for employees who experience or encounter violence in their work lives; and ensure that appropriate resources are available to employees who may be victims of workplace violence.

1. Definitions

**Workplace Violence** includes, but is not limited to, intimidation, threats, physical attack, domestic violence or property damage and includes acts of violence committed by Authority employees, clients, customers, tenants, relatives, acquaintances or strangers against Authority employees in the workplace. Violent behavior can include actions or communications in person, by letter or note, telephone, fax or electronic mail. Incidents of workplace violence may be acted out individually or take place between employees, employees and residents/clients, employees and acquaintances/partners and employees and the general public.

**Intimidation** is engaging in actions that includes but is not limited to stalking or behavior intended to frighten, coerce, or induce duress.

**Threat** is the expression of an intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry it out and without regard to whether the expression is contingent, conditional or future. Threats need not be made in person, but can be made through any means, including but not limited to via telephones or electronically.

**Physical Attack** is unwanted to hostile physical contact such as hitting, fighting, pushing, shoving or throwing objects.

**Domestic Violence** is the use of abusive or violent behavior, including threats and intimidation, between people who have an ongoing or prior intimate relationship. This could include people who are married, live together or date or who have been married, lived together or dated.

**Property Damage** is intentional damage to property and includes property owned by the Authority, employees, visitors or vendors.

## 2. Prohibited Behaviors

It is a violation of this Policy to:

- Engage in workplace violence as defined herein;
- use, possess or threaten to use a weapon during a time covered by this policy, even if the employee has a License to Carry a Firearm; and
- misuse authority vested to any employee of the Authority in such a way that it violates this Policy.

## 3. Procedures

Employees who observe or who are the victim of violent behavior by anyone on Authority property shall report the incident immediately to the Executive Director whether or not the alleged offender is an Authority employee. Threats or assaults that are of an emergency nature and require immediate attention should first be reported to the Police Department.

All reports of violence will be evaluated immediately, and appropriate action will be taken, where possible, in order to help protect the employee from further violence. Appropriate disciplinary action will be taken at the discretion of the Executive Director when it is determined that an employee has committed threats or acts of violence, in violation of this Policy.

The Executive Director or his or her designee shall be responsible for responding promptly and appropriately to any report of violence in the workplace and conducting an investigation into the alleged incident, when necessary.

Workplace incidents involving emergency and/or criminal activity will be referred to the Police Department for investigation in appropriate circumstances. The Authority may conduct an administrative investigation concurrent with any criminal investigation, in cooperation with the Police Department. Such an administrative investigation shall be conducted in a confidential manner to the extent possible.

#### 4. Sanctions

Any employee who is found to be in violation of this Policy will be subject to disciplinary action, up to and including termination from employment at the discretion of the Executive Director. An act of off-duty violent conduct may also be grounds for disciplinary action, up to and including dismissal, in appropriate circumstances.

### C. **Domestic Violence Act as it applies to Tenants**

Domestic Violence is the occurrence of one (1) or more of the following acts between family or members of a household:

- Attempting to cause or causing physical harm;
- Placing another in fear of imminent serious physical harm;
- Causing another to engage involuntarily in sexual relations by force, threat or duress.

A co-tenant is a person who shares the legal obligation to pay rent for the use and occupancy of the premises with a tenant and who occupies the premises.

A member of the household is a person residing with a tenant or co-tenant as an authorized occupant of the premises. In the case of an application for housing, such tenancy shall include a person identified by the applicant as a proposed household member who would be living with the applicant in the premises.

A qualified third party may be a police officer, law enforcement professional including, but not limited to, a district attorney, assistant district attorney, a victim-witness advocate, probation or parole officer; an employee of the Victims Services Unit of the department of criminal justice information services; an application assistant in the address confidentiality program of the state secretary; a licensed medical care provider; and employee of the department of children and families or the department of transitional assistance charged with providing direct service to clients, or a manager or designated domestic violence or abuse advocate within either department; an active licensed social worker; a licensed mental health professional; a sexual assault counselor; or a domestic violence victims' counselor.

Quitting date is the date that a tenant or co-tenant surrenders his/her interest in the premises; provided that such date shall be determined as: (i) if the tenant or co-tenant has vacated the premises, the date notice is given to the Authority of the intent to abandon the premises and not to return; or (ii) if the tenant or co-tenant has not vacated the premises, either (A) the date the tenant or co-tenant intends to vacate the premises or (B) the actual date that the tenant or co-tenant has vacated after providing such notice.

## **Authority Responsibility to Tenants and Applicants who are Victims of Domestic Violence and Sexual Assault**

Screening an applicant for tenant qualification requires the applicant to show as mitigating circumstances that the applicant was a victim of abuse/domestic violence/dating violence/sexual assault/stalking and that the abuser is the one who caused the violation. The applicant and/or tenant is required to provide documentation within a reasonable period, (two to ten (2 - 10) business days), after the application is submitted by providing any one of the documents as listed on Page 2, #5. Documentation.

A tenant or co-tenant may terminate a rental agreement and quit the premises upon written notification to the Authority that a member of the household is a victim of domestic violence, rape, sexual assault or stalking. The Authority shall have the right to request proof of the status as a victim, including the name of the perpetrator, if known, within 3 months of written notification to the Authority to terminate the rental agreement. If the tenant or co-tenant fails to quit the premises within three (3) months, notice to terminate the rental agreement shall be void.

The tenant or co-tenant to whom this section applies shall be discharged from liability for rent or use and occupancy for thirty (30) days or one (1) full rental period after the quitting date, whichever occurs last. Such tenant or co-tenant shall be entitled to a refund of any prepaid rent for any period thereafter. The tenant or co-tenant shall receive a full and specific statement of the basis for retaining any of the security deposit together with any refund due within thirty (30) days of the conclusion of the tenancy and the delivery of full possession of the leased premises by all occupants to the Authority.

No other tenant or co-tenant who is a party to the lease shall be released from such tenant's or co-tenant's obligations under the rental agreement. If the tenant or co-tenant vacates but leaves belongings, such belongings shall be deemed abandoned and may be disposed of under applicable law, unless the tenant or co-tenant indicates in writing the responsibility for such belongings and the action to be taken with respect to such belongings.

The Authority may request that proof be provided to show that a protective order or third-party verification is in effect or was obtained within the prior three (3) months, or a tenant or co-tenant is reasonably in fear of imminent serious physical harm. Proof of status as a victim of domestic violence, rape, sexual assault or stalking shall be satisfied by production of any one (1) of the documents as listed on Page 2, #5. Documentation.

The Authority, upon receipt of the written proof of status as a victim of domestic violence, rape, sexual assault or stalking shall keep such documentation and the information contained in the documentation confidential, and shall not provide or allow access to such documentation in any way to any other person or agency, unless the victim provides written authorization for its

release, or unless required by court order, government regulation or governmental audit requirements.

The Authority shall not refuse to enter into a rental agreement or deny assistance, based on an applicant having terminated a rental agreement under this Domestic Violence Policy or based upon an applicant having requested a change of locks. The Authority shall, upon the request of a tenant, co-tenant or a household member, change the locks of the individual dwelling unit in which he/she lives if he/she reasonably believes that he/she is under an imminent threat of domestic violence, rape, sexual assault or stalking at the premises. The Authority shall have the right to request in good faith, proof of the status as a victim of domestic violence, rape, sexual assault or stalking, including the name of the perpetrator, if known.

If the threat of domestic violence, rape, sexual assault or stalking is posed by a person who is a tenant, co-tenant or household member, the Authority may change the locks and deny a key to the perpetrator upon receipt of a request to change the locks, provided, however, that such request shall be accompanied by: a copy of a valid protective order against a tenant, co-tenant or household member; or a record from a federal state or local court or law enforcement, indicating that the tenant, co-tenant or household member thereof poses an imminent threat of domestic violence, rape, sexual assault or stalking.

The Authority which has received notice of a request for change of locks shall within two (2) business days, make a good faith effort to change the locks or give tenant, co-tenant, or household member permission to change the locks. If the Authority changes the locks, the Authority shall make a good faith effort to give a key to the new locks to the tenant, co-tenant or household member as soon as possible, but within the same two (2) business day period. The Authority may charge a fee for the expense of changing the locks, which fee shall not exceed the reasonable price customarily charged for changing the locks.

Should the Authority fail to change the locks after the receipt of a request within two (2) business days, the tenant, co-tenant or household member may change the locks without the owner's permission. If the tenant, co-tenant or household member changes the locks, the rental agreement requires that the Authority retains a key. Therefore, the tenant, co-tenant, or household member shall make a good faith effort to provide a key to the new locks to the Authority within two (2) business days of the locks having been changed. The new locks shall be installed in a workmanlike manner with locks of similar or better quality than the original locks. If the Authority determines that the locks were not of equal or better quality or were not installed properly, the Authority may replace the locks.



The Authority shall not be liable for refusal to provide a key to any person based upon the reasonable belief that such person is the perpetrator of alleged domestic violence, rape, sexual assault or stalking.

DHCD has created **Notice to All Applicants** through the CHAMP screening package as well as a notice to be provided by the Authority to all tenants upon lease-up or to existing tenants upon rent re-determination, which provides information regarding domestic violence, sexual assault, rape, dating violence and stalking in state-aided Public Housing. Victims must not be required to demonstrate that they did not cause/contribute to the Abusive Situation, or to demonstrate that they tried to prevent the Abusive Situation that caused their displacement or imminent displacement since there is a presumption that victims did not contribute to their circumstances.

If actual or feared contact with the perpetrator in the present housing has caused severe medical or psychiatric illness, applicants should be granted a Priority Four (4) as Homeless due to a severe medical emergency under the Housing Situation Priority Policy.

#### **Screening Applicants for Qualification**

When the Authority determines that an applicant may be disqualified for housing because of a lease violation at a prior tenancy, including damage, disturbance, or nonpayment of rent, if the applicant shows that he/she was a victim of abuse/domestic violence, dating violence, sexual assault and/or stalking, and that the lease violation was caused by the perpetrator of domestic abuse or sexual violence, then these facts shall be considered by the Authority as mitigating circumstances pursuant to 760 CMR 5.08(2).

The Authority may not refuse to enter into a lease or provide a subsidy because an applicant exercised his/her rights under Chapter 186 to terminate his/her lease or change the locks.

#### **Tenants**

If an existing tenant is a documented victim of abuse, dating violence, sexual assault, stalking, and removes the abuser from the unit, the Authority shall not evict the tenant and/or remaining household members for damage, disturbance or other lease violation caused by the abuser unless failing to do so could, within an immediate time-frame, result in death or serious bodily harm to persons lawfully on the Authority property, and there are no other actions that could reasonably be taken to reduce or eliminate the threat. Permissible documentation is as stated as above on Page 2, #5 Documentation.

Upon being notified that an existing tenant is a documented victim of abuse, dating violence, sexual assault, stalking, and has removed the abuser from the unit, the Authority shall recalculate the household rent subtracting the abuser's income from the household's total income. In accordance with 760 CMR 6.04(3)(b), there may be a good cause or a waiver of any late fees and

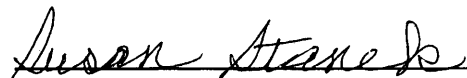
interest that might otherwise have been charged if the tenant fails to pay the rent until the amount of rent has been recalculated after the removal of an abuser from the household.


The Authority must provide reasonable and appropriate assistance to tenants who are victims of domestic violence, which may include granting the tenant a transfer for administrative reasons in accordance with the definition at 760 CMR 5.03 as stated on the DHCD Form Lease and regulation at 760 CMR 6.06(4)(q).

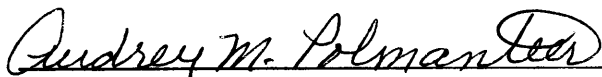
Reasonable and appropriate Authority assistance also includes encouraging tenants to take all reasonable precautions to be safe and to contact the state domestic violence hotline, SafeLink at 800-799-7233 (1-800-787-3224)[TTY] for persons with hearing impairments), and/or a local domestic violence shelter for assistance in safety planning which includes identifying safe housing or shelter locations. Tenants should also be encouraged to call the Rape, Abuse and Incest National Network's National Assault Hotline at 800-656-HOPE - online at <https://ohl.rainn.org/online/>. Stalking victims seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-pograms/stalking-resource-center>.

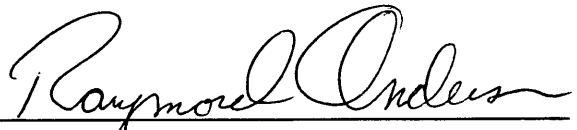
Where the abuser is not a member of a tenant household, in appropriate circumstances, the Authority may seek a court order to prohibit the abuser from entering or remaining upon Authority property in accordance with M.G.L. c.121B, §32B-32F.

This Domestic Violence Policy is signed and executed this 25th day of October, 2022  
by the Board of Commissioners:

  
Susan Stanek, Chairperson

  
David Sepanek, Co-Chairperson

  
Audrey Polmanteer, Treasurer

  
Raymond Anderson, Tenant Commissioner

  
Jon Baldwin, Commissioner

  
Robin Carvide, Secretary

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