

MIAMI-DADE COUNTY HOMELESS TRUST

Violence Against Women Act (VAWA) Policies and Procedures

Date Approved: May 26, 2017

A. Overview

Under the 2013 reauthorization of the Violence Against Women Act (VAWA) and Miami-Dade County Resolution No. R-644-12, the Miami-Dade County Homeless Trust (Homeless Trust), as lead agency for the Miami-Dade Continuum of Care (CoC), is adopting policies to include provisions for protection of victims of domestic violence, dating violence, sexual assault, sexual battery or stalking, regardless of sex, gender identity, gender expression or actual or perceived sexual orientation.

These policies and procedures apply to CoC-funded Rapid Re-Housing (RRH), Homeless Prevention rental assistance, Transitional Housing (TH) and PSH programs.¹ ESG-funded programs are subject to VAWA policies issued by Miami-Dade County Public Housing and Community Development (PHCD) as the administrator of ESG funds.

B. Notification of Occupancy Rights under VAWA

All CoC-funded HP, RRH, TH and PSH programs must provide written notification to applicants, participants, and property owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

1. All CoC-funded permanent housing (PH) or transitional housing programs must provide applicants and participants the following:
 - HUD Form 5380, *Notice of Occupancy Rights under the Violence Against Women Act* form, that explains the VAWA protections, including the right to confidentiality, and any limitations on those protections.
 - HUD Form 5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking or Alternate Documentation* form to be completed by the victim to document that the applicant or resident is a victim of domestic violence, dating violence, sexual assault, or stalking.
2. HUD Forms 5380 and 5382 must be provided to each person seeking or receiving CoC housing assistance at the following times:
 - i. At the time the person is denied PH or transitional housing;

¹ The final HUD Rule implementing VAWA applies to CoC-funded Rapid Re-Housing (RRH), Homeless Prevention rental assistance and PSH programs funded under a CoC NOFA published on or after December 16, 2016. However, the core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking, applied upon enactment of VAWA 2013 on March 7, 2013.

- ii. At the time the person is admitted to PH or transitional housing;
 - iii. When a participant receives notification of eviction;
 - iv. When a participant is notified of termination of program assistance; and
 - v. **For existing program participants:** During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, by mail.
3. Landlords must also receive notice of VAWA obligations and agree to certain VAWA commitments:
- i. CoC rental assistance programs must provide copies of the HUD Forms to the property owner or manager at time of lease-up and every re-certification as part of the lease renewal.
 - ii. The property owner's lease as well as the Landlord Participation Agreement and Program Lease Addendum, as applicable, must incorporate VAWA confidentiality requirements, VAWA protections afforded to the victims of domestic violence, dating violence, sexual assault or stalking and limits on construing lease terms, tenant option to end lease without penalty if emergency transfer conditions are met, and obligation to notify the program before owner bifurcates the lease or provides notification of eviction and provide tenant HUD Forms 5380 and 5382 with any notification of eviction that the owner provides to the tenant during the period for which the tenant is receiving rental assistance.
- Project-based housing programs must include the above in any lease, sublease or occupancy agreement.
- iii. **For existing participating landlords:** During the 12-month period following December 16, 2016, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, HU Forms 5380 and 5382 must be mailed to the property owner or manager. A VAWA Lease Addendum must be executed and returned by the property owner or manager and then executed by the participant.

C. Protections Provided Under the VAWA

VAWA provides specific protections for victims of domestic violence, dating violence, sexual assault or stalking.

1. VAWA provides that CoC PH and transitional programs may not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the person has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for admission or assistance.
 - a. If the program receives adverse information about an applicant/household member and is aware that domestic violence might be involved, the program shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If the program determines that there is such a connection, then the program will disregard the adverse information

(provided that the perpetrator will not be part of the applicant's household).

A substantial connection includes, but is not limited to, where a victim loses financial support (e.g. victim's job or perpetrator's wages) due to domestic violence and is evicted (or receives a negative landlord reference) for late or nonpayment of rent; where a victim is evicted or receives a negative landlord reference due to property damage and/or noise or other interference with neighbors caused by the perpetrator; and where a victim receives a negative landlord reference for breaking a lease prior to its expiration due to domestic violence.

2. Provides that CoC PH and transitional programs may not terminate the lease or program assistance of a family that moves out of the dwelling unit in violation of the Lease, with or without prior notification to the program, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit.
3. Provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease or program violation by the victim or as good cause to terminate the lease or assistance of the victim.
4. Provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating assistance of the lease of a resident if a member of the resident's household, a guest, or another person under the resident's control is the one engaging in the criminal activity and the resident or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.
5. Provides that CoC PH and transitional programs with the authority to terminate the lease to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.
6. Common Application of Protections Afforded:
 - a) Where property damage is caused by a perpetrator, program assistance may not be terminated nor shall a project-based program evict the victim of domestic violence, dating violence, sexual assault or stalking because of such property damage.
 - b) Where nonpayment of rent or other charges due a project-based program is caused by the perpetrator, and where the victim of domestic violence, dating violence, sexual assault or stalking removes said perpetrator from the lease, the program shall offer the remaining household members a reasonable repayment plan (without charging late fees but may recover costs) and shall not evict the remaining members for such nonpayment so long as they substantially comply with said plan.

D. Limitations of VAWA Protections

1. Nothing in this section limits the authority of the Homeless Trust or CoC PH and transitional programs, when notified of a court order, to comply with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic

violence, dating violence, sexual assault or stalking, or the distribution of property among household members.

2. Nothing in this section limits any available authority of the Homeless Trust or CoC PH and transitional programs to evict or terminate assistance to a resident or tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant.

However, neither the Homeless Trust nor CoC PH and transitional programs may subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

3. Nothing in this section limits the authority of CoC PH and transitional programs to issue a termination of assistance or evict a tenant if the program can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property or site would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" above.
4. Any termination of assistance or eviction, as provided in paragraph D(2) of this section should be utilized 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 or site, 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. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

E. Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault or Stalking

1. When confronted with cases of domestic violence, dating violence, sexual assault or Stalking, the PH or transitional program must provide the alleged victim with HUD form 5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation* and request that it be returned within 14 business days. The PH or transitional program may, but is not required, to extend the time period to submit the documentation with the approval of the division director or designee. In response to this request, the resident may complete HUD form 5382 or provide one of the following types of third party documentation:
 - a) A listing of the approximate dates when each incident occurred, discussion of the applicant's fears and injuries and the effect that each abusive incident has had on the applicant and their family;
 - b) Restraining or civil protection orders;
 - c) Medical records or statement from medical professional;

- d) Documentation from a mental health professional;
- e) Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
- f) A record of an administrative agency or victim service provider;
- g) Court records;
- h) Statements signed by workers from a domestic violence shelter or other domestic violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
- i) Statement signed by counselors, if victim attended counseling;
- j) Statement signed by attorney from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking.
- k) Reports, statements from police, judges and other court officials, clergy, social workers, social service agencies, or other victim service providers;
- l) Other credible evidence as corroborated by law enforcement or domestic violence providers.

Statements signed by above-mentioned professionals must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence occurred and meet the definition of domestic violence, dating violence, sexual assault, or stalking. Same statements must also be signed by the victim.

2. Conflicting Evidence

- a) If the PH or transitional program receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault or stalking has been committed (such as 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 abuser or perpetrator), the PH or transitional program may request third-party documentation from victims in order to resolve the conflict.
- b) The victim must provide the third party documentation within 30 days. If the victim fails or refuses to provide third-party documentation where there is conflicting evidence, the PH or transitional program does not have to provide the victim with the protections contained in this policy.

F. Considerations for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The PH or transitional program must consider:

- 1. The nature and severity of each case while exercising discretion on whether or not family members or their guests pose an actual **and** imminent threat to the health, safety, or right to

peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:

- a) Transferring the victim
 - b) Barring the perpetrator from the property
 - c) Lease bifurcation
 - d) Contacting law enforcement
2. Undertaking whatever actions permissible and feasible under the program to assist victims of domestic violence, dating violence, sexual assault, or stalking. (e.g., bear some or all of the moving cost of the transfer, etc.), subject to availability of funding and resources.
 3. Removing the perpetrator of domestic violence from the lease, while the remaining family members stay in the assisted unit, with the approval of the Homeless Trust in the case of PSH rental assistance.
 4. The effects of denial or termination of assistance on other family members who were not involved in the offense.
 5. The conditions barring the culpable household member from residing in or visiting the unit.
 6. The circumstances relevant to an eviction or termination of tenancy based on the extent to which the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.
 7. The range of evidence as proof of domestic violence, dating violence, sexual assault or stalking, which may include, but is not limited to victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-5382.

G. Confidentiality

All information provided regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the Homeless Trust, providers or property owner or manager may not:

1. enter the information into any shared database;
2. allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work; or
3. provide the information to any other entity or individual, except to the extent that the disclosure is:
 - (i) requested or consented to by the individual in writing in a time-limited basis;
 - (ii) required for use in an eviction proceeding or termination of assistance; or
 - (iii) otherwise required by applicable law.

If program disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the program will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

H. Emergency Transfer Plan

1. The Homeless Trust is concerned about the safety of its CoC clients, and such concern extends to CoC clients who are victims of domestic violence, dating violence, sexual assault, sexual battery or stalking. In accordance with the Violence Against Women Act (VAWA), the Homeless Trust allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request, through the client's housing provider, an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, gender expression, or actual or perceived sexual orientation.
2. The ability of the Homeless Trust and the housing provider to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and, in the case of project-based housing, whether the housing provider has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.
3. This Emergency Transfer plan and HUD form 5383, identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Homeless Trust and its sub-recipients ("housing providers") are in compliance with VAWA.

Eligibility for Emergency Transfers

- a) A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer under the following conditions:
 - If the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit that the tenant is occupying; or
 - If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
- b) A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.
- c) Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

- a) To request an emergency transfer, the tenant must submit a written request for a transfer in accordance with the procedures described in this plan. The housing provider will provide reasonable accommodations to this policy for individuals with disabilities.

- b) The tenant's written request for an emergency transfer may be made by either by: (i) completing and submitting the CoC's HUD For 5383 or (ii) submitting third party documentation acceptable to the Homeless Trust with a written request which includes either:
- A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the CoC's program; OR
 - A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

- a) The Homeless Trust and the housing program must ensure that private information of victims of domestic violence, dating violence, sexual assault or stalking is protected in accordance with VAWA requirements. If the client is entitled to protection, the client's housing program must notify the owner in writing that the client is entitled to protection under VAWA and work with the owner on the client's behalf. Any further sharing or disclosure of the client's information will be subject to the requirements in 24 CFR 5.2007 as described below.
- b) The information under the *Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation* form will remain confidential and will be used by the Homeless Trust and the housing program only to provide the victims with the exceptions and protections under VAWA.
- c) The Homeless Trust and program will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the Homeless Trust and/or program written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the *Notice of Occupancy Rights under the Violence Against Women Act* form for more information about the Homeless Trust and programs' responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

- a) Recipients of Tenant-Based Rental Assistance
- i. Neither the Trust nor the provider can guarantee that a transfer request will be approved or how long it will take to process a transfer request. The Trust and provider will, however, act as quickly as possible to assist a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking move with their rental assistance.

- ii. If a family who is receiving TBRA separates, the family's TBRA and any utility assistance shall continue for the family members who are not evicted or removed. However, if the family's eligibility for housing was based on the evicted or removed individual's disability or chronically homeless status, the remaining members may stay in an assisted unit until expiration of the current lease term.

b) Recipients of PSH Project or Sponsor-Based or Master-Leased Housing

- i. Neither the Trust nor the provider can guarantee that a transfer request will be approved or how long it will take to process a transfer request. The provider will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit within the same project, subject to immediate availability and safety of a unit.
- ii. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit within same property or other property operated by the provider that the tenant believes is safe. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The provider may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
- iii. Program participants who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under this part, provided that the individual or family meets all eligibility criteria for such assistance. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.
- iv. If the family's eligibility for housing was based on the evicted individual's disability or chronically homeless status, the remaining members may stay in the project until expiration of the current lease term.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

- a) Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
- b) Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.
- c) Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

- d) Tenants who are or have been a victim of domestic violence, dating violence, sexual assault or stalking will be provided with HUD form 5380 that includes a list of local organizations offering assistance to victims of domestic violence.
- e) At the tenant's request, the provider will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

I. Lease Bifurcation

1. The PH or transitional program may, in accordance with paragraph 2 of this section, bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, against an affiliated individual or other individual:
 - Without regard to whether the household member is a signatory to the lease; and
 - Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
2. A lease bifurcation, as provided in paragraph 1 of this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any HUD requirements.

J. Assistance for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

1. PH rental assistance programs will work with the property owner or manager to facilitate protections on the tenant's behalf. In addition, the Homeless Trust will make determinations on a case-by-case basis based on the program's recommendation whether to provide new tenant-based rental assistance to a remaining tenant if lease bifurcation or an emergency transfer results in division of the household.
2. PH and transitional programs shall refer victims of domestic violence, dating violence, sexual assault or stalking to the State of Florida Office of the Attorney General, State Attorney's Office or the Department of Law Enforcement to apply for participation in the Address Confidentiality Program for Victims of Domestic Violence.
3. PH and transitional programs may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, dating violence, sexual assault or stalking, including but not limited to the following services and programs for domestic violence victims:
 - a) Certified Domestic Violence Centers:
 - Safespace Shelter: 305-758-2804
 - The Lodge: 305-693-1170
 - b) Domestic Violence One Stop Center:
 - Coordinated Victims Assistance Center (CVAC): 305-285-5900

K. Non-discrimination

Pursuant to VAWA and the policies of Miami-Dade County, no applicant or tenant shall, on the basis of actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault or stalking, gender identity or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under VAWA.

L. Definitions

Actual and Imminent Threat

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.

Affiliated Individual

With respect to an individual, means a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, lawful occupant living in the household of that individual.

Bifurcate

To divide a lease as a matter of law, subject to permissibility of such process under the requirements of the applicable HUD-covered program and State or local 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 lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Covered Housing Program

The following HUD programs must afford VAWA Protections:

- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for Persons with Disabilities
- Housing Opportunities for Persons With AIDS (HOPWA)
- HOME Investment Partnerships (HOME)
- Homeless programs under title IV of the McKinney-Vento Homeless Assistance Act (including the Emergency Solutions Grants, the Continuum of Care, and the Rural Housing Stability Assistance
- Multifamily rental housing under section 221(d)(3) of the National Housing Act with a below-market interest rate (BMIR) pursuant to section 221(d)(5)
- Multifamily rental housing under section 236 of the National Housing Act
- Public Housing
- Section 8 Housing Choice Voucher
- Section 8 Project-Based Vouchers
- Section 8 Moderate Rehabilitation Single Room Occupancy
- The Housing Trust Fund

Covered housing provider

The individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes public housing agencies, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

Dating Violence

The federal regulations defines "dating violence" as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- the length of the relationship;
- the type of relationship; and
- the frequency of interaction between persons involved in the relationship.

The Florida Statutes defines "dating violence" as violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

- A dating relationship must have existed within the past six (6) months;
- The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
- The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

Domestic Violence

The federal regulations defines "domestic violence" to include felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim share a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

The term "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; and any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State of Florida, Miami-Dade County or other local municipality.

The Florida Statute defines "domestic violence" as "actual or threatened physical violence directed against one or more members of the applicant's family by a spouse or other members of the applicant's household." The Florida law further defines "domestic violence" as any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another who is or was residing in the same single dwelling unit.

Additionally, domestic violence includes violence against a domestic partner.

Perpetrator:

Means person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.

Sexual Assault

The threat of oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

Sexual Battery

The actual oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

Stalking

The federal regulations defines “stalking” as following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate; and in the course of, or as a result of, such acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

In the Florida, the law defines “stalking” as the willful malicious and repeated following, harassing, or cyber stalking of another person, and/or the making of a credible threat with the intent to place that person in reasonable fear of death or bodily injury of the person, or the person's child, sibling, spouse, parent, or dependent.