

DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING POLICY

CARDINAL PROPERTIES INC

MAY 2019

Cardinal Properties, Inc., as well as its employees, agents, and assigns, with respect to all of the residential rental properties managed by it, has adopted the following DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING POLICY:

Cardinal Properties, Inc. will not take any action to evict any person on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Cardinal Properties, Inc. will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Subject to the property owner's review, adoption and approval of this policy, Cardinal Properties, Inc. will offer tenants covered by this policy the following two options if requested by the affected tenant: early lease termination and early lease termination/relocation. Tenant is solely responsible to initiate such requests, complete and return all requested forms to Cardinal Properties, and comply with the other requirements of Cardinal Properties, Inc. and this policy. The tenant shall be solely responsible for all the tenant's costs and expenses in exercising the early lease termination or the early lease termination and relocation option and all moving costs and expenses. The tenant's request to exercise one of these options does not affect the tenant's duties, responsibilities or obligations under the lease. The exercise of one of these options does not relieve the tenant of any obligation under the lease, if applicable, to return the leased premises in the same condition in which they were let subject to ordinary wear and tear.

1) Early lease termination

If a tenant is facing danger due to threat of or actual domestic violence, dating violence, sexual assault, or stalking, and the tenant would like to move out of his or her property, Cardinal Properties, Inc. will allow the tenant to terminate the lease early if the tenant submits a written request to vacate, has a positive rental account balance, and provides sufficient evidence of threatened or actual domestic violence, dating violence, sexual assault, or stalking. (For a Section 42 Low Income Housing Tax Credit property, when the requested early lease termination date is within the first six months of the tenant's initial lease term, Cardinal Properties, on a case-by-case basis, may grant early lease termination as of the requested date or approve an early lease termination date set at six months after the initial lease term began.) Sufficient evidence for early lease termination may be provided to Cardinal Properties, Inc. in any of the following ways: a police record, court record, or a statement from a victim services provider, attorney, medical professional, social worker, or member of the clergy. In addition, Cardinal Properties, Inc. retains the discretion to permit early lease termination in the absence of such documentation. Tenant must surrender possession and return any mail box and other keys to premises on or before the effective date of the early lease termination.

2) Early Lease Termination/Relocation

Cardinal Properties, Inc. will provide tenants facing danger due to threat of or actual domestic violence, dating violence, sexual assault, or stalking the opportunity to relocate out of the tenant's existing community into another community managed by Cardinal Properties, Inc. if the tenant has a positive rental account balance and provides sufficient evidence of threatened or actual domestic violence, dating violence, sexual assault, or stalking. Sufficient evidence for relocation purposes may be provided to Cardinal Properties, Inc., in the form of a temporary or final Personal Protection Order against the alleged perpetrator. In addition, Cardinal Properties, Inc. retains the discretion to grant relocation requests in the absence of such documentation. In cases where court order permits the perpetrator to occupy the apartment managed by Cardinal Properties, relocation will not be granted.

Upon tenant's request for an early lease termination/relocation, Cardinal Properties, Inc. will make available to tenant a Relocation Request Form within seven (7) days of tenant's request. Tenant is solely responsible to find and select a desired property and complete the application and provide current eligibility information to Cardinal Properties, Inc. Tenant will only be relocated if an eligible unit is available.

Cardinal Properties, Inc. will process the tenant's application and Relocation Request Form and determine eligibility based on the tenant's submission of required documentation. Tenant must income qualify to be relocated to another property.

The Relocation Request form shall remain in effect for a period of 90 days. If the tenant would like to renew the relocation request at the end of each 90-day period, the tenant must indicate that the tenant continues to face the threat of or actual domestic violence, dating violence, sexual assault, or stalking. A tenant's relocation request shall remain in effect regardless of the expiration of the Personal Protection Order during or following the 90-day period.

Upon relocation, the tenant must complete a new lease for the unit to which he or she has been relocated and will not be liable for any remainder of the lease term for the previous property. The alleged perpetrator will not be listed on the new lease and Cardinal Properties, Inc. will be entitled to take action against the alleged perpetrator should he or she follow tenant to new property. Eligible tenants will be entitled to up to two (2) early lease termination/relocations.

*** A tenant may request and receive both early lease termination and early lease termination/relocation. A Request Form is available through the rental office.

*** If a tenant or household member reports to Cardinal Properties, Inc. that she or he is a victim of domestic violence, dating violence, sexual assault, or stalking, or otherwise seeks assistance under this policy, Cardinal Properties, Inc. may inform others to the extent it deems reasonably necessary to protect the tenant or others and to comply with this policy, applicable law, and court order. Nothing in this policy is intended to prevent Cardinal Properties, Inc. from contacting the appropriate authorities if Cardinal Properties, Inc. reasonably believes the safety of tenants and/or the residential property is at risk, but Cardinal Properties, Inc. will not intentionally notify the alleged perpetrator. Where practicable, Cardinal Properties, Inc. may provide prior notice to the tenant or household member that it intends to contact the authorities about matters relating to domestic violence, dating violence, sexual assault, or stalking he/she has experienced.

Cardinal Properties, Inc. may seek restitution (not excluding prosecution) for property damage(s) from the tenant, if applicable, if damage is caused by the tenant, member of tenant's household, guest, or person under tenant's control pursuant to the terms of the lease, or from the alleged perpetrator and secure tenant's cooperation through subpoena.

Rental applicants and tenants shall have the right to report any alleged violation of this policy to Cardinal Properties Inc. and shall be provided with a complaint form maintained by management. Management shall investigate the complaint, maintain a documented log and report its findings to the complaining individual within thirty days of the filing of the form. Every filed complaint form, along with the Cardinal Properties Inc. response, will be maintained for 7 years in a Complaint File at Cardinal Properties Inc. office.

If you are a victim of domestic violence and you would like help addressing your situation, you may contact the National Domestic Violence Hotline: 1-800-799-SAFE (7233). If you are a victim of sexual assault, you may contact the National Sexual Assault Hotline: 1-800-656-HOPE (4673).

**CARDINAL PROPERTIES, INC. - VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING
REQUEST FOR RELOCATION AND EARLY LEASE TERMINATION FORM**

Address: _____

Resident(s) Name: _____ Date of Request: _____

Alleged Perpetrator's Name (if known): _____

Residence Address: _____

Driver's License #: _____ Date of Birth: _____

Employer's Name and Address: _____

Relation to Resident (if any): _____

Residing in same apartment? Yes ___ No ___ Listed as tenant on lease? Yes ___ No ___

I am requesting (check all that apply):

_____ early lease termination, effective this date _____ (for Section 42 housing, subject to Policy provisions) and terminating the tenancy of myself and (if applicable) _____. I will surrender possession and return mail box and other keys by the date above. I will be responsible for all my costs and expenses related to the early lease termination and move. This request does not affect my other duties, responsibilities or obligations under my lease.

Please attach a police record, court record (for example, a temporary or final Personal Protection Order), or a statement from a victim services provider, attorney, medical professional, social worker, or member of the clergy (see page 3 for sample form) indicating that you have experienced domestic violence, dating violence, sexual assault, or stalking, or have been threatened with domestic violence, dating violence, sexual assault, or stalking. While the request form will be accepted without any of these documents, Cardinal Properties, Inc. generally will not approve the early lease termination request until one of these documents is provided.

_____ early lease termination and relocation to a different unit managed by Cardinal Properties, Inc. I will be responsible for all my costs and expenses related to the requested early lease termination, relocation and move.

Please attach a temporary or final Personal Protection Order (PPO). A PPO that grants occupancy of your apartment to the alleged perpetrator will not meet this requirement. While the request form will be accepted without a PPO, Cardinal Properties, Inc. generally will not approve the relocation request until a PPO is provided.

The relocation request will be in effect for 90 days. During these 90 days, Cardinal Properties, Inc. will, upon your request, update you about the status and availability of other rental units on the Cardinal Properties, Inc., property list. You may renew your request to relocate at the end of each 90-day period if you indicate that you continue to face the threat of domestic violence, dating violence, sexual assault, or stalking or actual domestic violence, dating violence, sexual assault, or stalking. The information contained in this form and attached documents may be used by Cardinal Properties, Inc., to the extent it deems reasonably necessary to protect the resident or others and to comply with applicable law, but Cardinal Properties Inc will not intentionally notify the alleged perpetrator.

Signature of Resident

Date

Signature of Manager

Date

TO BE COMPLETED BY A VICTIM SERVICE PROVIDER, ATTORNEY, MEDICAL PROFESSIONAL, SOCIAL WORKER OR MEMBER OF THE CLERGY:

I am a _____ [title] at _____ [name of agency / office / religious order], and am a ☐ victim services provider ☐ attorney ☐ medical professional ☐ social worker ☐ member of the clergy.

_____ [name of resident] has sought assistance from us in addressing actual or threatened domestic violence, dating violence, sexual assault, stalking, or the effects of abuse. As a result of this abuse, he or she needs to move out of her current home.

Signature

Date

TO BE COMPLETED BY CARDINAL PROPERTIES, INC.

• **Lease Termination**

Date of Lease Termination: _____

Resident(s) Released from Lease: _____

• **Relocation**

Property Name Where Resident Was Relocated: _____

Address Where Resident Was Relocated: _____

Date of Relocation: _____

• **If request(s) denied:**

Date of Denial of Request: _____

Date of Notice of Denial to Resident: _____

Describe in detail the reasons for denial: _____

**DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING POLICY
COMPLAINT FORM**

If you are applying for housing or if you are a tenant in housing managed by Cardinal Properties, Inc. and believe that there has been a violation of the Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy (available upon request), please fill out this form and return it to Cardinal Properties, 320 South 2nd Street, Hamilton MT 59840

Apartment # _____ Property Name: _____
If applicable

Address: _____

Applicant / Resident(s) Name: _____ Date: _____

Current Address: _____

I believe the Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy has been violated in the following ways *(for example, denied apartment due to domestic violence-related incident, threatened with eviction because of domestic violence of which I was a victim, denied my request for early lease termination or relocation to escape domestic violence, dating violence, sexual assault, or stalking)*:

Signature of Applicant / Resident

Date

You will receive a response to your complaint no later than 30 days from filing of this form.

Received by: _____

Signature Date _____

Response by: _____

Name and Title Date _____
(Attach copy of Response)