

Session #1

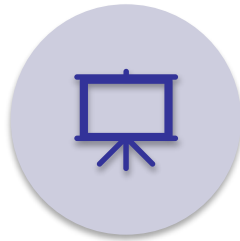
Understanding Housing Nuances in Pennsylvania

Presented by Helen Kelly, MPA
DMA - Diana T. Myers & Associates, Inc.
In conjunction with Dering Consulting Group
November 14, 2023

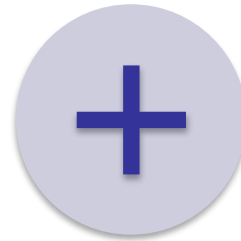
Housekeeping



Questions



Slides



Additional
content



Cameras

Fall Series

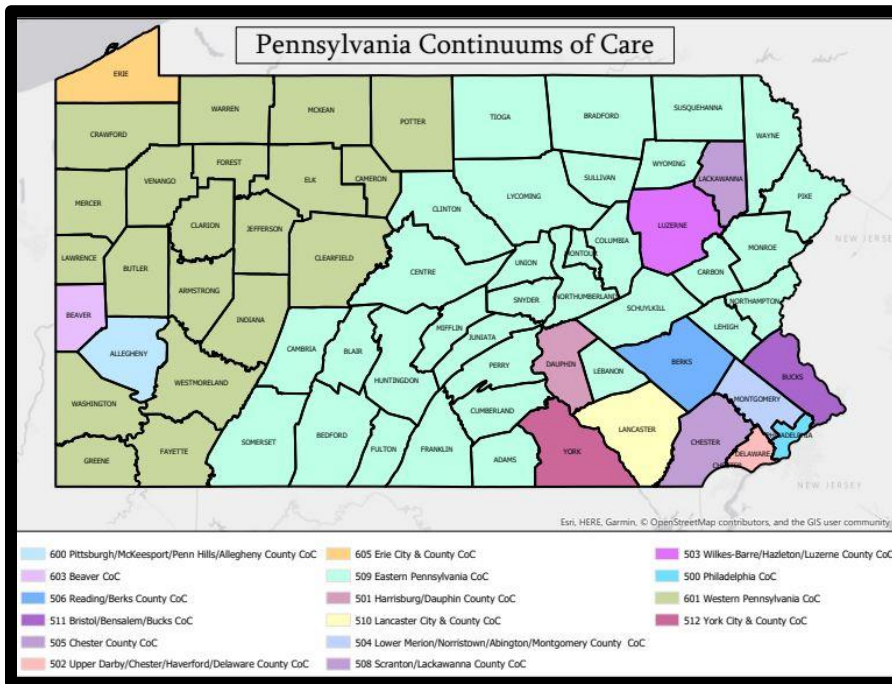
- **Webinar 1: Understanding Housing Nuances in Pennsylvania**
- Webinar 2: Recommended Relationships to Have in the Housing Sector
- Webinar 3: Types of Housing Funding Sources
- Webinar 4: Fair Housing & Landlord/Tenant Issues
- Webinar 5: Keeping Participants Housed via Landlord Engagement
- Webinar 6: Housing Information Resources to be Aware Of

10 Housing-Sector Nuances to be Aware Of

➤ 10 Housing-Sector Nuances to be Aware Of

1. PA is de-centralized
2. County/Regional/ CoC
3. Variety of providers
4. Variety of programming
5. Variety of uses
6. Grant cycles
7. PHA Admin Plans
8. Prioritization vs. Eligibility
9. Homeless definitions
10. Housing Inspections

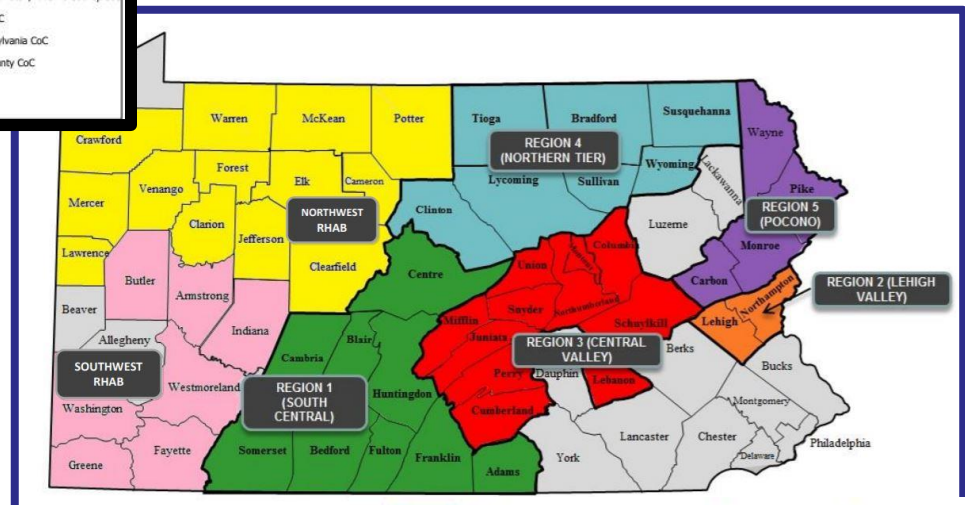
▶ De-centralized with Regional & CoC Examples



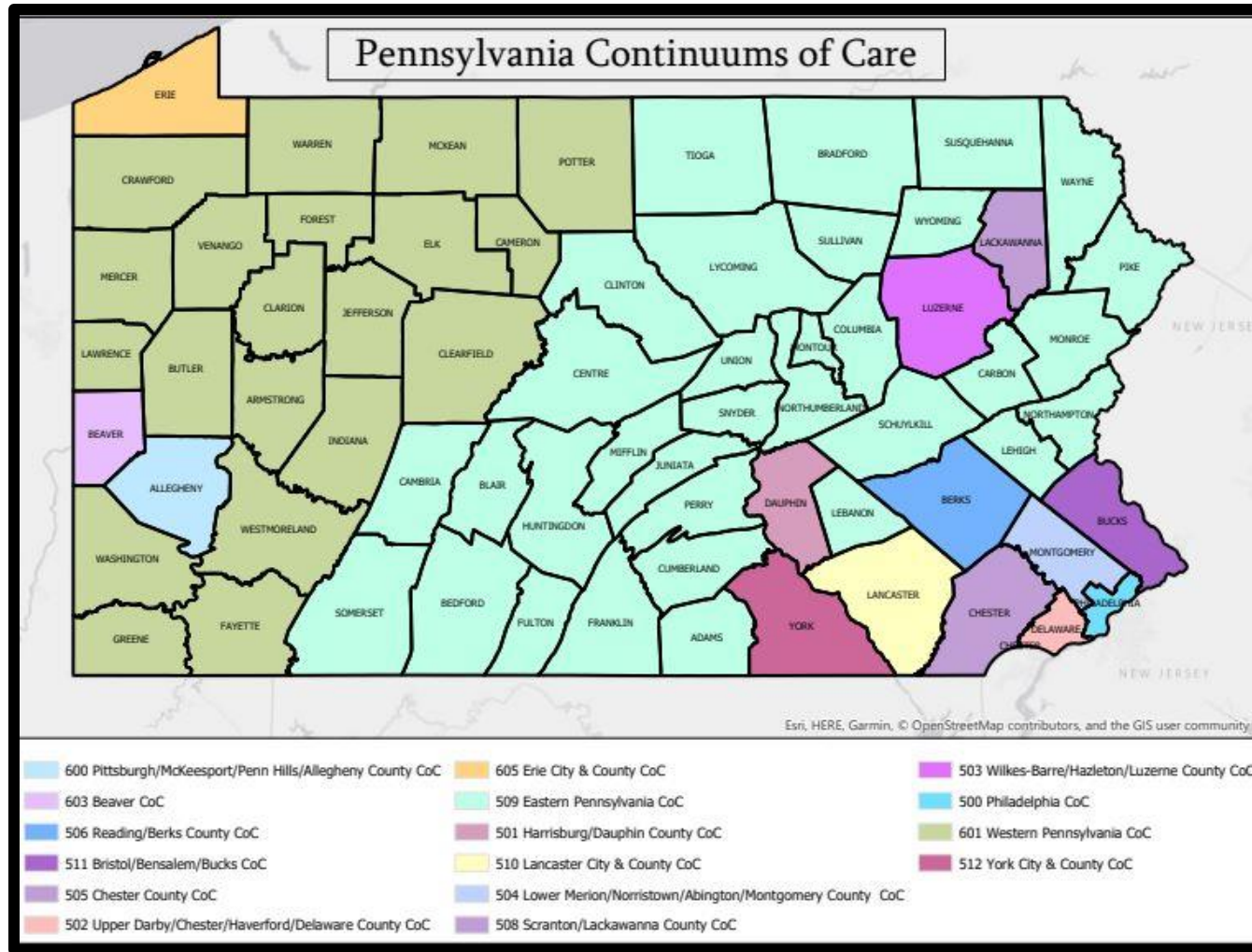
Top Left: Balance of State CoCs

Bottom Right: Regions of Balance of State CoCs + Entitlement CoCs

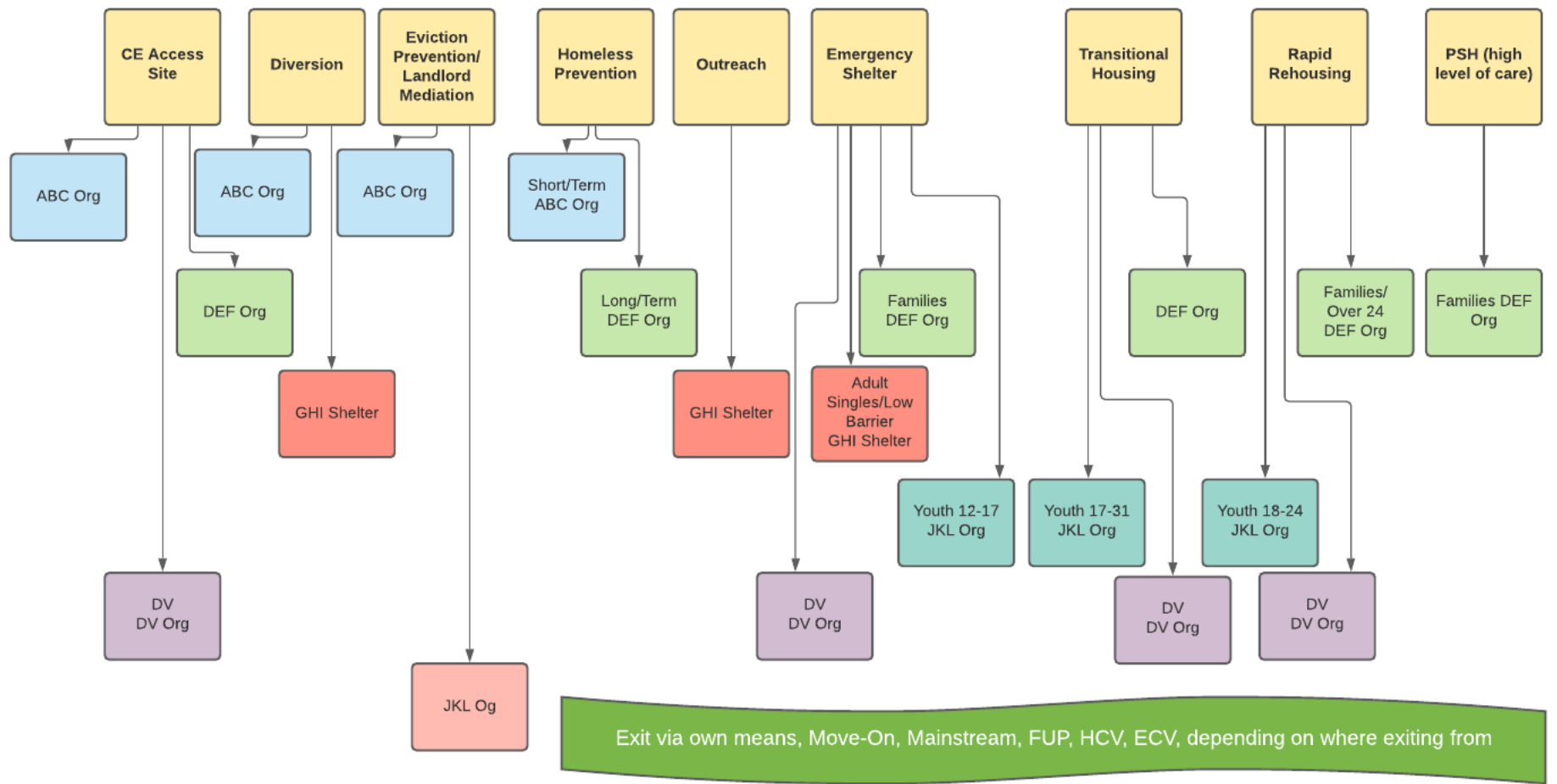
Top Right: BHARP Participating Counties



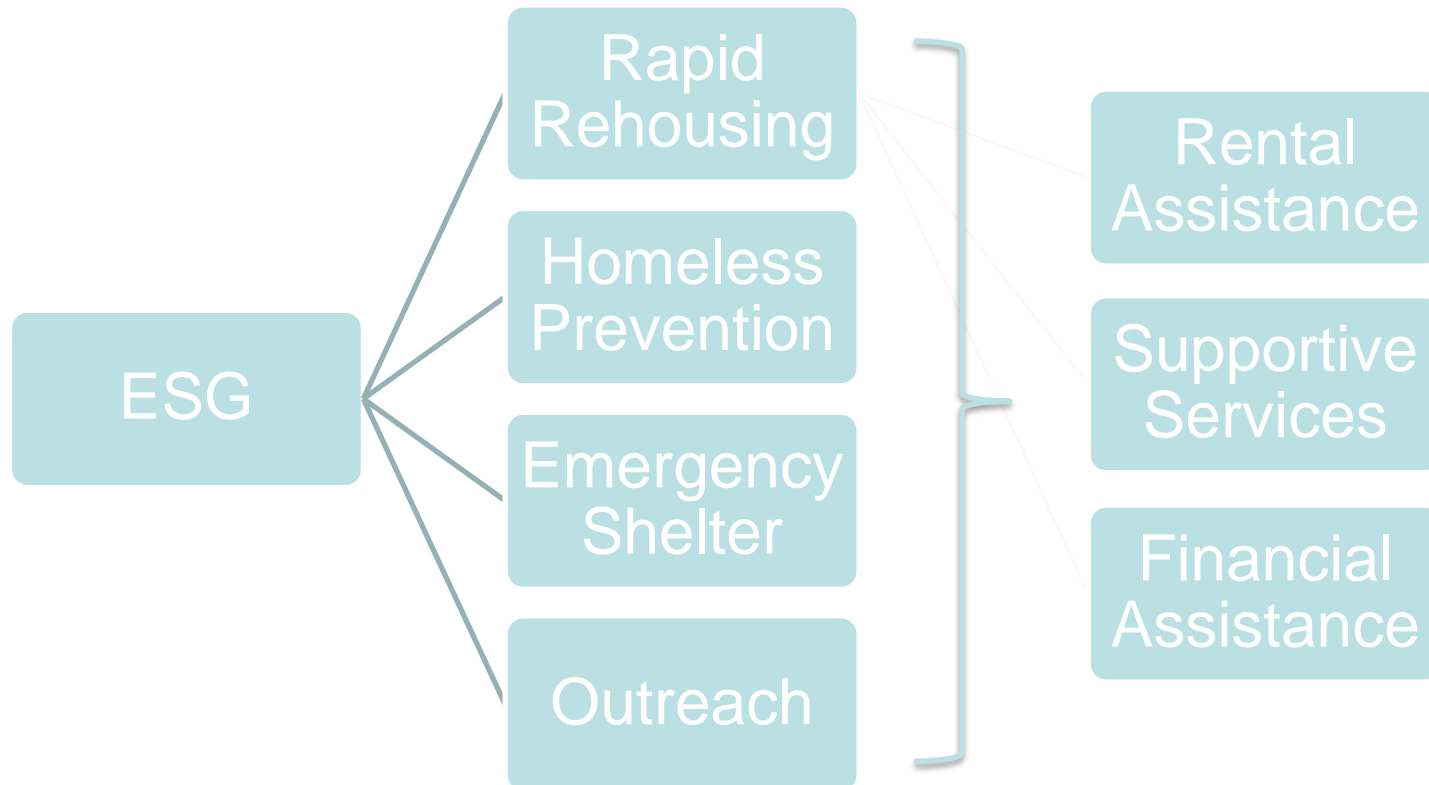
De-centralized with Regional & CoC Examples



Variety in Providers, Priorities & Programming



> Variety of Uses within Programming: An Example



Grant Cycles

- Variety in start/end/renewal dates
 - Calendar year (Jan-Dec)
 - Federal fiscal year (Oct-Sept)
 - State fiscal year (July-June)
 - Contract year (any-any)
 - Other
- Variety in duration
 - 12 months
 - 18 months
 - 24 months
 - etc.

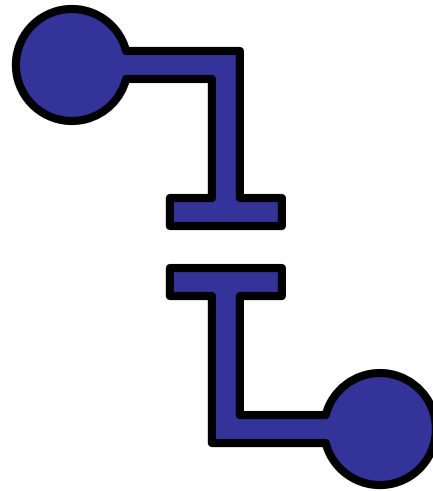
Variety across PHAs

- Admin plans
- Waitlist processes
- Voucher options
- Application processes
- Background checks
- Disqualifying crimes
- Lookback periods
- Contact methods to/from



➤ Prioritization Vs. Eligibility

Eligibility/
Priority



Enrollment

Homeless Definitions

- [HUD](#)
- [SAMHSA/SOAR](#) (Behavioral Health Sector)
- [McKinney/Vento](#) (Education Sector)
- Other
 - [Comparing HUD and Education Definitions](#)

Homeless Definitions: HUD

- Category 1: Literally Homeless
 - Places not meant to human habitation
 - Hotel/motel paid for by charitable org
 - Emergency Shelter
- Category 2: Imminent Risk of Homelessness
 - <14 days with no where to go
- Category 4: Fleeing/Attempting to Flee DV
- At-Risk of Homelessness
 - 14-21 days with no where to go

Housing Inspections



Minimum
Habitability
Standards



Housing Quality
Standards
(HQS)



NSPIRE



Session #2

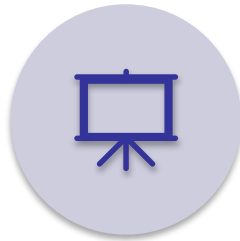
Recommended Relationships in the Housing Sector

Presented by Helen Kelly
DMA-Diana T. Myers & Associates, Inc.
In conjunction with Dering Consulting Group
November 21, 2023

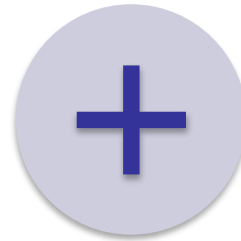
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Questions



Slides



Additional
content



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Series

- Webinar 1: Understanding Housing Nuances in Pennsylvania
- **Webinar 2: Recommended Relationships to Have in the Housing Sector**
- Webinar 3: Types of Housing Funding Sources
- Webinar 4: Fair Housing with the Housing Equality Center of PA
- Webinar 5: Keeping Participants Housed with Landlord Engagement Techniques
- Webinar 6: Top 7 Housing Information Resources to be Aware Of

6 Key Partnerships to Cultivate

➤ 6 Key Partnerships to Cultivate

1. [Landlords](#)
2. [Public Housing Authority \(PHA\)](#)
3. Local Coalitions
4. Homeless Continuum of Care (CoC)
5. [Link/ADRC](#)
6. [Self-Determination Housing of PA \(SDHP\)](#)

Landlords

- PAHousingSearch.com
- Housing Authority Lists
- Mom & Pop vs. Property Management
- Who is already renting to tenants on your caseload?
- Upcoming webinars:
 - Webinar 4: Fair Housing
 - Webinar 5: Landlord Engagement Techniques

Local Coalitions

They go by many names!

- Local Housing Options Teams (LHOTs)
- Inter-agency Councils (IACs)
- Housing Coalitions
- & more...

Discover:

- When do they meet?
- Who is the chair?
- Can you get on their mailing list?
- Who might be some solid local contacts for the types of issues you see?

Public Housing Authorities

How they can help the people you serve:

- Landlord lists
- Project-based and tenant-based rental assistance
 - Specialty Vouchers?
 - Set-asides?
 - Preferences?

Discover:

- Who to contact for what?
- Waitlist procedures?
- Intake procedures?
- Who do they exclude?

Continuum of Care (CoC)



▶ CoC Coordinated Entry Systems (CES)



➤ PA Link to Aging & Disability Resources (ADRC)

Designed to help persons with disabilities and seniors find information that will connect them to supports and services in their community. **Toll-Free Helpline: 1-800-753-8827**

How they can help the people you serve:

- Connect to local services/supports through any PA Link partner agency
- Explore existing options to ensure a secure plan for independence
- Assist with applications to determine funding eligibility
- Help remain or return to their community because of a disability, an illness or accident, or to transition from an institution back to the community

Self-Determination Housing of PA (SDHP)

- Regional Housing Coordinators (RHCs)
 - SDHP's team of Regional Housing Coordinators partner with community stakeholders to provide technical assistance and deliver trainings to increase choice and affordability in housing for people with disabilities
- Assistive Technology & home modifications through Inglis



Session #3

Housing Funding Sources

Presented by Helen Kelly, MPA
DMA - Diana T. Myers & Associates, Inc.
In conjunction with Dering Consulting Group
November 27, 2023

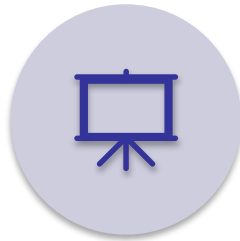
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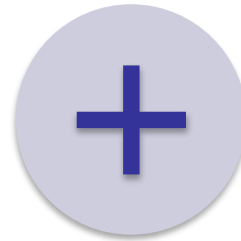
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Questions



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5 Kinds of Funding Sources to be Aware of

➤ 5 Kinds of Funding Sources to be Aware of

1. [PA State Housing Trust Fund \(PHARE\)](#)
2. County Housing Trust Fund (Act 137)
3. Private
4. Sector-specific
5. Homeless funding

State & Local Housing Trust Funds



PA STATE HOUSING
TRUST FUND (PHARE)



COUNTY HOUSING
TRUST FUND (ACT 137)

Private Sources

- Community Reinvestment Act
- Foundations
- Fundraising
- Hospital Systems
- Non-Profits
- Faith-Based
- Other....

Sector-Specific Funding for Housing: Examples



Pennsylvania Department of Aging



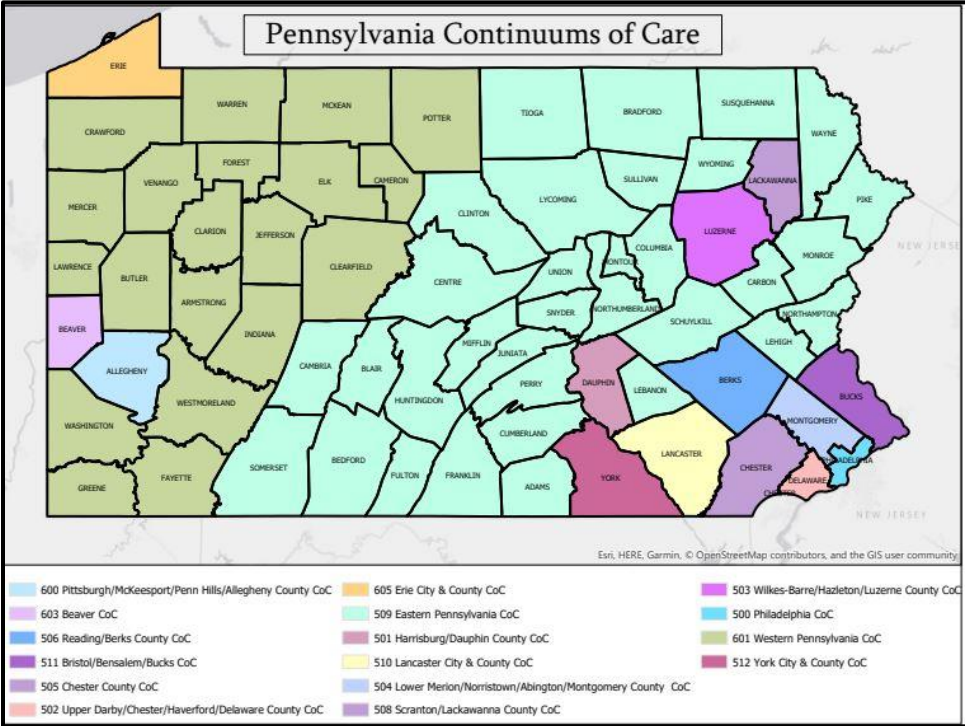
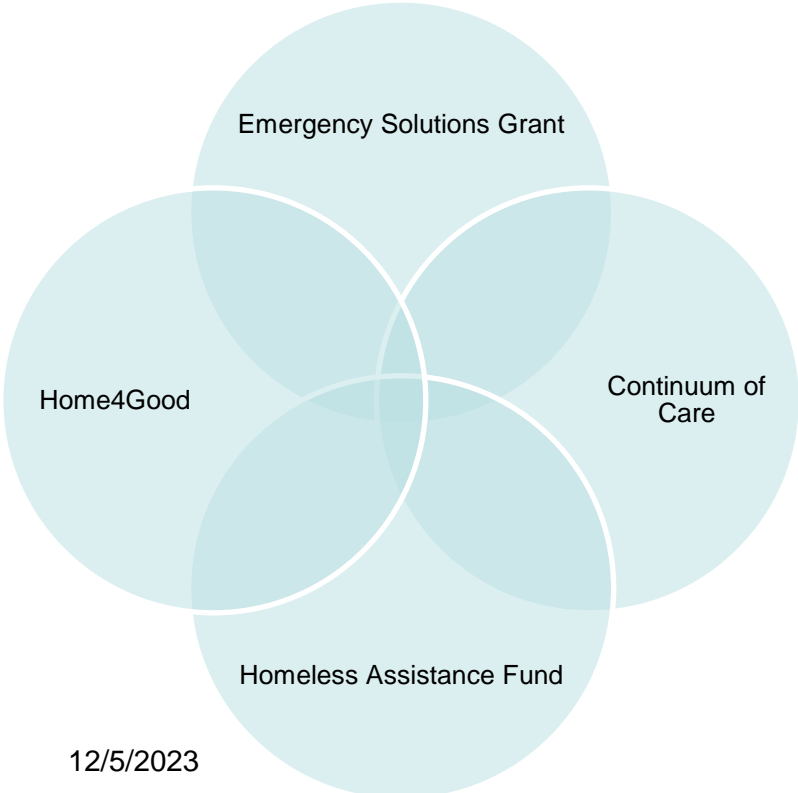
12/5/2023



Pennsylvania Commission on Crime and Delinquency

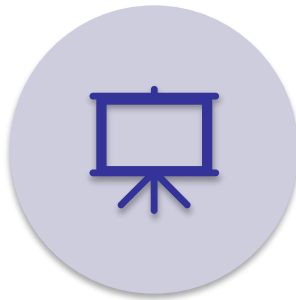


Homeless Funding





Wrapping Up



Slides



Survey



Schedule

Session #4

Keeping Participants Housed with Landlord Engagement Techniques

Presented by Helen Kelly, MPA
DMA-Diana T. Myers & Associates, Inc.
December 5, 2023

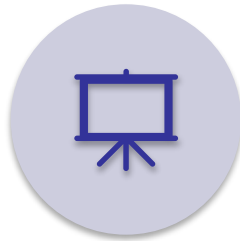
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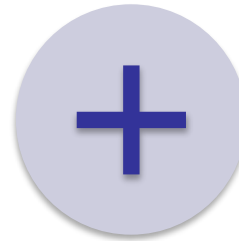
Housekeeping



Questions



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Additional
content



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6 Key Concepts in Keeping People Housed

➤ 6 Key Concepts in Keeping Participants Housed

1. Homelessness prevention vs. eviction prevention vs. diversion
2. Typical Prevention activities
3. Establishing rapport with landlord
4. Landlord letters vs. magisterial process
5. Mediation Forms/Landlord Engagement resources
6. Accessing landlord/tenant &/or legal services

Key Terms Defined



Typical Prevention Activities¹

- Explore the tenancy agreement/housing scenario
- Explore financial and potential support options for eviction prevention
- Investigate the obstacles to staying in current unit
- Access landlord-tenant &/or legal services

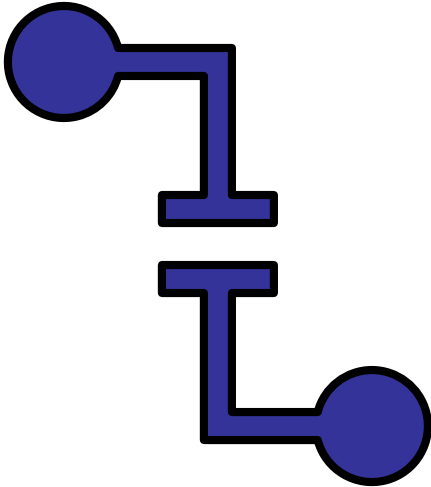
¹ Org Code: Diversion and Prevention Amidst COVID-19 (2020)

➤ Establishing Rapport with Landlords

- Communicate clearly, often, early and in writing!
- As expectations or situations change, let the landlord know. Don't keep them guessing.
- Landlords want to get paid, and minimize damages and turnover
- [Housing Alliance of PA's Landlord Toolkit](#)
 - Sample letter to tenants
 - Talking Points for communicating with tenants via text
 - Sample Agreements
 - Resources
- Webinar: [Covid-19: Immediate and Longer-term Strategies to Mitigate the Impact on Tenants and Landlords](#) (May 6, 2020)

Eviction Process

Landlord
Letter



Eviction

➤ Mediation: Explore Tenancy Agreement

- Modification Options: Reduction, Deferment, Forgiveness?
- New payment schedule (single/split payments)?
- Service exchange for rent?
- Create rental payment plan with household: the rental payment plan is meant to provide a means to help the tenant under the existing Lease Agreement, meeting their financial responsibilities to the landlord in a manner agreed to by both parties. ²

² Landlord Tool-Kit for Responding to COVID-19 Impacted Tenants, (2020), Housing Alliance of PA

➤ Mediation: Explore Tenancy Agreement

Modified Rent Schedule

As noted above Rent will be:

| | | |
|--------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Reduced by: \$ _____ | <input type="checkbox"/> Deferred for: _____ Months | <input type="checkbox"/> Forgiven for: _____ Months |
|--------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|

- Rent Amount of \$ _____ is scheduled to begin on _____ and is valid for _____ months.
- Total amount of arrearage balance due is \$ _____ no later than _____
- Monthly Balance Due Payments of _____ are due to begin on _____ and should be submitted:
 - ☐ With rent in a single payment of \$ _____.
 - ☐ As a separate payment of \$ _____ due on _____ day of the month.
- We will accept complete balance due payments at any time without penalty

****Rent payments not covered in this modified schedule should be due according to the original lease agreement. Failure to abide by this Schedule may result in penalty up to and including eviction action****

From: Landlord Tool-Kit for Responding to COVID-19 Impacted Tenants,
(2020), Housing Alliance of PA

➤ Mediation: Explore Financial Resources

- Potential Sources:
ESG, HAP,
Home4Good,
PHARE, CDBG, Other
Local Funds...
- Sample person-centered tool to use once subsidy is applied:

Grant funding for: ☐ Rent ☐ Utility ☐ Other

Payment disbursed to: _____

Payment mailing address: _____

Monthly Due date: _____

Account number: _____

| | To be paid in Calendar month: | Total Amount Due | Agreed Terms | |
|------------------------------------------|----------------------------------|---------------------|----------------------|--------------------------|
| | | | Grant contributes | Applicant contributes |
| Arrears or Deposit Amount Due | | | | |
| Monthly Payment 1 (possibly prorated) | | | | |
| Monthly Payment 2 | | | | |
| Monthly Payment 3 | | | | |
| Monthly Payment 4 | | | | |
| Monthly Payment 5 | | | | |
| Monthly Payment 6 | | | | |

Session #5

Housing Resources to be Aware of

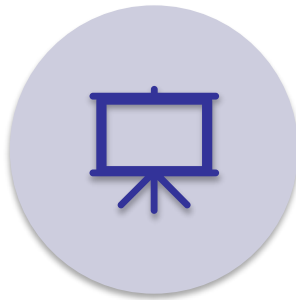
Presented by Helen Kelly, MPA
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In conjunction with Dering Consulting Group
December 12, 2023

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Wrapping Up



Slides



Survey



Schedule

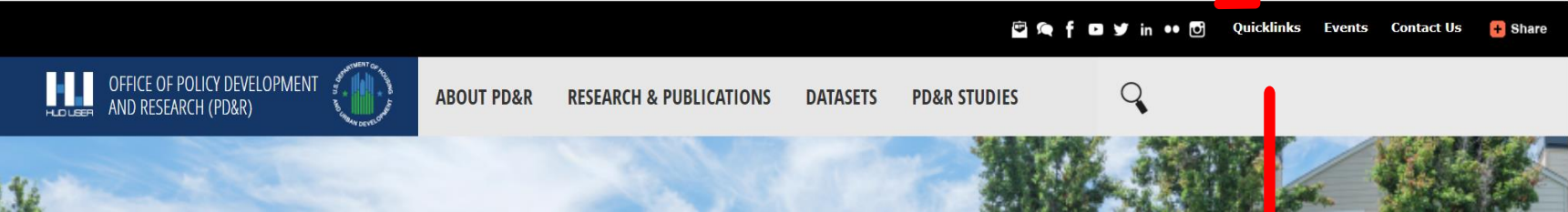
Top 6 Housing Resources to be Aware Of


➤ Top 6 Housing Resources to be Aware Of

1. HUD: [PD & R](#) and [Exchange](#)
2. [Housing Alliance of PA](#)
3. [SDHP/Inglis](#)
4. [PHFA](#)
5. [Self-help Handbook for Tenants](#)
6. [Fair Housing Guide to Reasonable Accommodations & Modifications](#)

HUD: PD & R

Top of Homepage





First Time Visitor

To help first time visitors navigate HUD User, PD&R has assembled a concise guide to the information and assistance available through the HUD User website, including an overview of PD&R's data and periodicals.



HUD: Exchange

Homepage Menu Options

Resources and assistance to support HUD's community partners

**HUD EXCHANGE**

Programs ▾

Resources ▾

Trainings ▾

Program Support ▾

Grantees ▾


News ▾

NEED HOUSING ASSISTANCE? Email Updates Log In

Programs & Related Topics

| | | | |
|------------------------------------|-------------------------------------|---------------------------|--------|
| CDBG Program | HOME Program | DRGR | Log In |
| Consolidated Planning | HOME-ARP Program | e-snaps | Log In |
| Continuum of Care Program | HOPWA Program | Housing Counseling System | Log In |
| Emergency Solutions Grants Program | Housing Counseling Program | IDIS | Log In |
| Environmental Review | Public Housing and Voucher Programs | Sage | Log In |

Resources and assistance to support HUD's community partners

**HUD EXCHANGE**

Programs ▾

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News ▾


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Resource Library



Explore featured publications and browse regulations, policy guidance, toolkits, and other resources.

FAQ Collections



Find answers to frequently asked questions.

Resources and assistance to support HUD's community partners

**HUD EXCHANGE**

Programs ▾

Resources ▾

Trainings ▾

Program Support ▾

Grantees ▾

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Upcoming Training



Register for upcoming training, webinars, conferences, and more.

Learning Pathways



Explore collections of guided learning opportunities on a variety of topics.

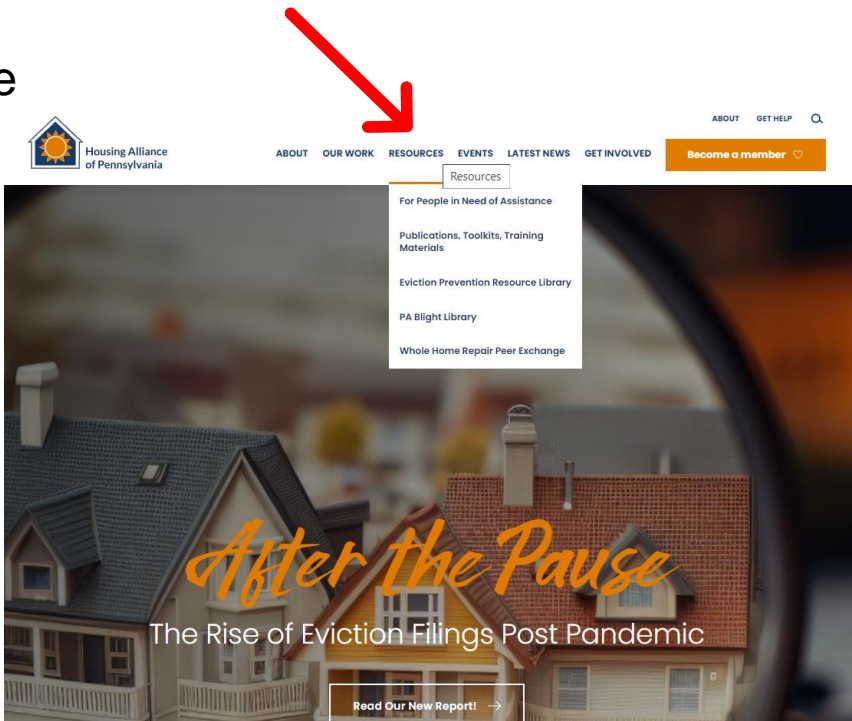
On-Demand Training



Learn through self-paced online trainings, recorded webinars, and more.

Housing Alliance of PA

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Bottom of Homepage



SDHP/Inglis

PROGRAMS AND SERVICES

Innovation Center

Innovation Center Philadelphia
Innovation Center Pittsburgh

Inglis Community Services

Inglis Assistive Tech Solutions
Connections Adult Day Program
Employment Services
Home Modifications for Independence
Journeys—Inglis' Certified Peer Specialists
MS Care Management
Resident Service Coordination
Self-Determination Housing of Pennsylvania (SDHP)
Regional Housing Coordinator Program
SDHP Calendar
Landlord Risk Mitigation Fund

Inglis Impact Accelerator

Inglis House

Admissions Information
MS Center of Excellence
Wellness & Rehabilitation Center
Therapeutic & Life Enrichment Services
FAQs
Family Contact Information

Housing Corporation

Properties
Typical Housing Consumer
FAQs

Assistive Technology Program

Inglis Assistive Tech Solutions
Smart Home Tech in Action

Drink-Aide®

Resources

Self-Determination Housing of Pennsylvania (SDHP)



A Program of Inglis
Community Services

SDHP recently launched the **Landlord Risk Mitigation Fund program** creating housing opportunities by partnering with landlords to rent to individuals with disabilities.

SDHP also works closely with partnering organizations, government institutions, and other entities to promote effective public policies and inclusive regulatory rules in accessible housing on behalf of individuals with disabilities.

SDHP is the statewide waitlist administrator for the 811 Project Rental Assistance Program (sdhp811@inglis.org) and provides training and technical assistance to service providers wishing to refer their participants to the program.

Trainings include:

- 811 Project Rental Assistance Program overview
- Addressing a housing crisis
- Assistance animals
- Eviction prevention and processes
- Home modifications
- Navigating income-based housing options
- PREP (Prepared Renters Education Program)
- Tenants' Rights: Fair Housing and beyond
- Housing Choice Vouchers

"I will definitely recommend this and future SDHP/Inglis trainings. I walked away with several ideas for follow up conversations/collaboration."

SURVEY RESPONDENT
SDHP training participant

[To read our monthly e-newsletter, click here to view an archived catalog.](#)

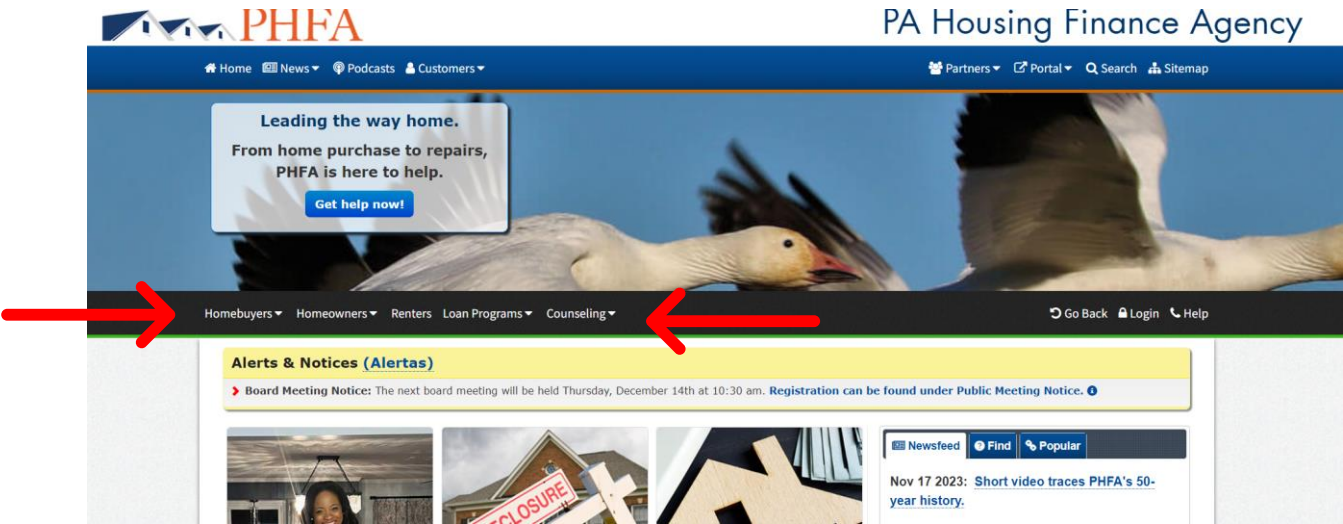
For more information, please contact us
at SDHPinfo@inglis.org or 610.873.9595



pennsylvania
DEPARTMENT OF HUMAN SERVICES
OFFICE OF LONG TERM LIVING

PA Housing Finance Agency (PHFA)

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Self-Help Handbook for Tenants

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Fair Housing Guide: Reasonable Mods/ Accommodations

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Introduction

Fair Housing Protections for People With Disabilities

The Fair Housing Act
Additional Protections for People with Disabilities
Types of Dwelling and Housing Transactions Covered by the Fair Housing Act
State and Local Fair Housing Laws
Exemptions to the Fair Housing Act
Definition of Disability
Recognizing Disability Discrimination Under the Fair Housing Act

Reasonable Accommodations and Modifications Under the Fair Housing Act

Reasonable Accommodations for People with Disabilities
Reasonable Modifications for People with Disabilities
Paying for Reasonable Modifications

Reasonable Accommodation and Modification Request and Negotiation Process

How Should a Resident or Prospective Resident Request a Reasonable Accommodation or Modification?
Can Housing Providers Require Specific Forms for Reasonable Accommodation and Modification Requests?
When Must a Housing Provider Allow a Reasonable Accommodation or Modification?
What is Reasonable?
What Questions may a Housing Provider Ask a Prospective Tenant with Disabilities?
When can a Housing Provider Request Verification of Disability and Need for the Requested Accommodation or Modification?
What if a Housing Provider Believes a Request is Unreasonable?
Reasonable Accommodation/Modification Request Evaluation "DANCE"
Can a Housing Provider Charge Extra Fees and Deposits or Require Conditions?
What if a Housing Provider Believes a Person Would Pose a Direct Threat to Others or to Property?
Common Accommodation and Modification Mistakes by Housing Providers

5 Writing Reasonable Accommodation or Modification Request Letters

SAMPLE LETTER: Reasonable Accommodation Request
SAMPLE LETTER: Reasonable Modification Request

6 Writing Reasonable Accommodation or Modification Verification Letters

SAMPLE VERIFICATION LETTER (on professional letterhead)

7 Assistance Animals

Insurance Policy Restrictions on Dog Breeds and Animal Types
Online Emotional Support Animal Registration
The Pennsylvania Assistance and Service Animal Integrity Act

9 Reasonable Accommodations When Applying for Housing

Assisting with Application
Providing Application or Lease in Large Print
Poor Credit Record, Rental History, or Negative References Due to Disability
Co-signors or Alternative Income
Waiver of In-Person Application

10 Reasonable Accommodations During Tenancy

Reserved Parking
Reasonable Accommodations for Individuals Who Engage in Hoarding
Late Rental Payments Without a Fee
Rental Payment Reminders
Including a Case Manager or other Professional Support Service on all Correspondence
Transfer to a More Accessible Unit or Early Termination of Lease
Permitting a Home Health Aide or Live-in Personal Care Attendant
Multiple Chemical Sensitivities
Smoking
Wheelchairs and Electric Scooters
Apartment Damages
Notice Before Entering Apartment
Noise Violations
Eviction

Competing Disability Needs

15 Stipulations for Reasonable Modifications and Modification Reversals
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18 Accessibility and New Construction Under the Fair Housing Act
19 Reasonable Modification in New Construction of Single Family Homes

20 Disability Rights in Federally Subsidized Housing and in Public Accommodations

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21 Reasonable Accommodations in Federally Funded Housing
22 Physical Modifications
22 Housing Voucher Extension
23 Payment Standards
23 Alternative Housing Types
23 Housing Size
23 Housing Inspection

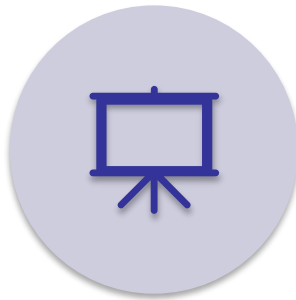
Filing a Fair Housing Discrimination Complaint

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37 Additional Resources
37 For More Information on Reasonable Accommodations and Modifications
37 Funding Accessibility Modifications
38 Other Resources

Q & A



Wrapping Up



Slides

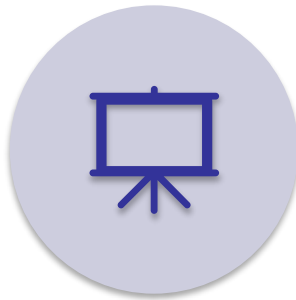


Survey



Schedule

Wrapping Up



Slides



Survey



Schedule

Q & A



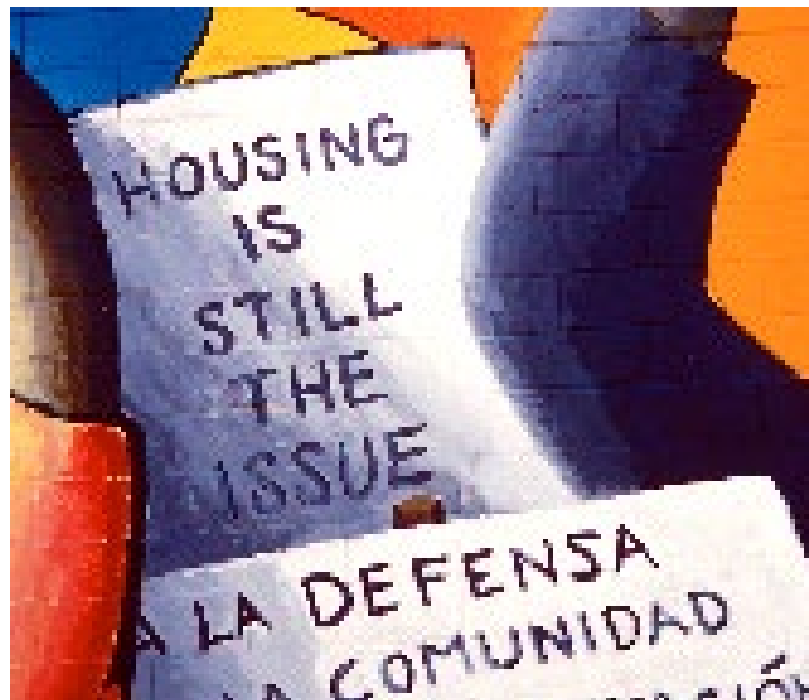
➤ Access landlord-tenant &/or legal services

- Identify legitimate and legal avenues to intervene in evictions, including mediation & dispute resolution
- Know the eviction process: [Self-help Handbook for Tenants](#)
- can share w/ LL and tenant (available for other regions and in English/Spanish)
- Local legal aid office: <https://palegalaid.net/legal-aid-providers-in-pa>



Using Fair Housing to Assist Clients in Navigating a Successful Rental Experience

December 19, 2023





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Intake, Enforcement and Compliance Manager
(267)-419-8918 x. 2
Steinhofer@equalhousing.org
www.equalhousing.org



The Housing Equality Center of Pennsylvania is America's oldest fair housing council. The Housing Equality Center's service area includes the Pennsylvania counties of Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton and Philadelphia. The organization's education and technical assistance programs support housing professionals throughout Pennsylvania.

The Housing Equality Center provides:

- Counseling and conduct testing investigations to help housing discrimination victims.
- Education and training programs for housing professionals, nonprofits, housing authorities and others to promote compliance with fair housing laws and to prevent discrimination.
- Publications and resources to educate the public and housing professionals about fair housing.



Agenda

Fair Housing Law:

- Overview
- Disability and Reasonable Accommodation and Modification Requests
- Filing a Discrimination Complaint



Agenda

PA Landlord-Tenant Law and Leasing Issues

- Applying to Rent and Overcoming Obstacles To Housing
- Lease Terms and Unenforceable Lease Provisions
- Right to Privacy
- Repairs and the Implied Warranty of Habitability
- Security Deposit
- Utility Shut-Offs
- Eviction



Federal Fair Housing Act

The Fair Housing Act (FHA), makes it illegal to discriminate against individuals in housing transactions based on:

Race

Color

Religion

National Origin

Sex (including sexual

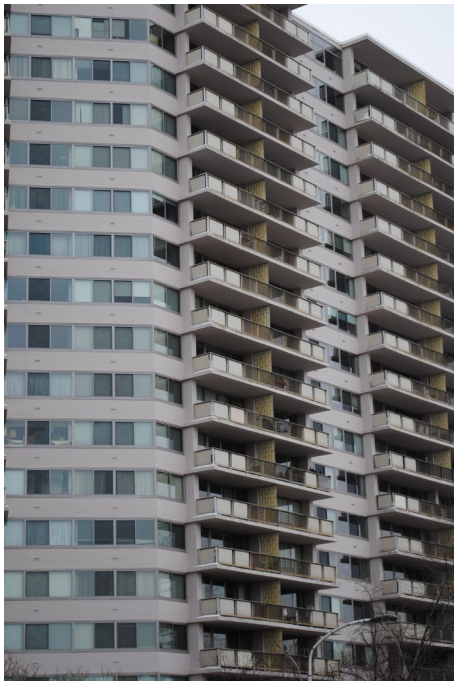
orientation and gender identity
as of Feb. 2021)

Disability

Familial Status (the
presence of children under 18,
pregnant individuals, or
anyone securing legal custody
of a child)

Federal Fair Housing Act

It is against the law, because of a protected class, to:



- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable or deny housing is available
- Set different terms, conditions or privileges for the sale or rental of housing
- Advertise in a discriminatory way
- Threaten, coerce, or intimidate anyone exercising their fair housing rights or assisting others in exercising those rights



Other Laws and Rules

- Civil Rights Act of 1866 – all persons born in the United States, without regard to race, can make and enforce contracts, sue and be sued, and inherit, purchase, lease, sell, hold, and convey real and personal property
- PA Human Relations Act – illegal to discriminate based on age (40 and over) or users, handlers, or trainers of assistance animals for persons with disabilities
- Local ordinances may prohibit discrimination based on source of income, marital status, and/or other additional protected classes – at least 45 municipalities in PA have ordinances which include additional protected classes



Fair Housing Act Permissible Activities

- The Fair Housing Act does not guarantee any person a right to housing they cannot afford.
- Property owners may set rents at whatever the market will bear.
- An agent or property owner may refuse to rent to a person if they have reliable information that the person has a recent history of violent, disruptive, or destructive behavior.



Fair Housing Act

Permissible Activities

- An agent or property owner can adopt and apply uniform, objective, and nondiscriminatory qualification criteria designed to evaluate a prospective tenant or buyer's credit worthiness, income level, or criminal history.
- An agent or property owner is not required to rent to users and dealer of illegal drugs.
- In Pennsylvania, landlords may chose whether or not to participate in the housing choice voucher program (Section 8) as long as source of income is not protected under local law. NOTE: Source of Income IS a protected class in the City of Philadelphia.



Fair Housing Act Exemptions

- Owner occupied buildings with four or fewer rental units (**two or fewer units under PA state law**)
- For Sale By Owner - single family housing sold or rented without the use of a broker if the private individual owner does not own more than three such single family homes at one time. **NOTE: PA does not contain this exemption.**
- Housing operated by religious organizations and private clubs may limit occupancy to members
- Housing for Older Persons - must comply with the HOPA definition - either 80% of households with a resident age 55+ or 100% of residents age 62+
- No exemption for discriminatory statements and/or advertising



DISABILITY DEFINED

A physical or mental impairment that substantially limits one or more of a person's major life activities.

Includes people having a history of an impairment and people being perceived as having an impairment.



Reasonable Accommodation and Modification Requests

A **reasonable accommodation** is a change in rules, policies, practices, or services that enables a person with a disability equal opportunity to use and enjoy a dwelling. Example accommodations include:

- Assistance animal with no fees, lease application in large print, permitting live-in personal care attendant, transfer to a more accessible unit/community, reserved marked handicapped parking space

A **reasonable modification** is a change in the physical structure of a dwelling that enables a person with a disability equal opportunity to use and enjoy that dwelling. Example modifications include:

- Widened doorways in unit, grab bars in bathroom or at entrance into unit, removal of below-counter cabinets, installation of wheelchair ramp at entrance to building/unit, installation of fence or awning, replacing door handles with levers, installation of visual and tactile alert devices

What is Reasonable?

A request for an accommodation or modification is considered reasonable if that request:

- Does not cause an undue financial and administrative burden to the housing provider
- Does not cause a basic change in the nature of the housing program available
- Will not cause harm or damage to others
- Is technologically possible





How should a reasonable accommodation request be made?

- It is the responsibility of the person with a disability to make the request.
- It is not the responsibility of a housing provider to offer or suggest an accommodation or modification to a resident or prospective resident, even if they are aware of the disability or disability related need.
- Requests can be made verbally.
- A request can be made by someone on behalf of a person with a disability.
- There must be a connection between the disability and the need for the accommodation or modification.
- A person can ask for a reasonable accommodation at any time including when applying for housing, when moving in or moving out, while living in the unit, or even during an eviction hearing at Court.



Verifying Disability and Need

A housing provider may not ask:

- Questions about the nature or severity of a disability or about a specific diagnosis
- If an individual is able to live independently
- Questions that would require an individual to waive their rights to confidentiality regarding their medical condition or history
- To see medical records



Verifying Disability and Need

If disability is obvious and need for accommodation or modification is clear – No additional documentation may be required

If disability is known, but need for accommodation or modification is not clear – Only information to evaluate disability-related need may be required

If disability and need are not known – Provider may request documentation that tenant has a disability and a disability-related need

If the accommodation or modification proposed is unreasonable, is there another solution?



Assisting Clients to Navigate a Successful Rental Experience

The rights and responsibilities of both landlords and tenants are regulated by Fair Housing laws and Pennsylvania Landlord Tenant law.

Knowledge of these sets of rules and how they interact throughout a client's housing search and tenancy is essential to helping a client succeed as a renter.



Applying to Rent



The Application to Rent

Consider:

The application fee may be non-refundable!!

Tenant may have to pay first month's rent, plus a security deposit with the application.

Strategy: Ask if deposits are non-refundable.

Be sure to get a receipt for all monies paid!

Make sure the application is read carefully so that the prospective tenant is aware of the possible consequences should they decide not to take the rental unit.

Ask to read the lease before the rental application is signed since the tenant may be bound to the lease as it is without the possibility of negotiating of its terms.



The Application to Rent

Reasons a prospective tenant **can** be rejected:

- They do not meet the financial qualification standards.
- Poor credit score.
- Bad landlord references.
- Prior judgments entered by a Court.
- Refusal or inability to comply with the rules that apply to all tenants.
- Landlord has credible information that a tenancy would pose a direct physical threat to the health or safety of others.



Overcoming Obstacles to Housing



Overcoming Obstacles to Housing: Criminal Background

Can a landlord refuse to rent to someone with a criminal background?

Yes—but it depends on the circumstances. The U.S. Department of Housing and Urban Development (HUD) has issued guidance stating that because of the racial disparities in the criminal justice system, blanket bans (or refusing to rent to anyone with any type of criminal history, regardless of circumstances) would most likely have a greater impact on Black or Latino applicants, and as such, could violate the Fair Housing Act.

HUD's guidance states that housing providers need to consider the **nature** and **severity** of a crime and the **amount of time** that has passed to determine if the person would pose a direct threat to the health and safety of other residents.



Overcoming Obstacles to Housing: Criminal Background

The guidance issued by HUD states that a mere arrest does not indicate guilt and a person should not be denied housing based on an arrest without a conviction. Furthermore, housing providers must apply criteria equally to **all** applicants and tenants, regardless of protected class. Using criminal background as a pretext for discrimination based on a protected class is illegal. **Contact the Housing Equality Center if you believe a client is being denied housing for a discriminatory reason.**

There is an exception to the HUD guidance on criminal backgrounds. If a person possesses a conviction for the manufacture and/or distribution of illegal controlled substances, they can legally be denied housing and the landlord is not in violation of the Fair Housing Act. **Note:** this exception does not include either arrests for drug charges that do not lead to conviction or convictions for possession only.



Overcoming Obstacles to Housing: Criminal Background

Strategy:

- If an individual has a criminal record due to conduct that resulted directly from a mental health disability or addiction and can demonstrate that they have received treatment or medication that has eliminated the behavior that lead to the criminal conduct, the individual can request a reasonable accommodation to make an exception to the provider's ordinary criteria regarding criminal background.
- A case manager can offer to be the contact person for landlord if there is any problem or issue with tenancy.
- References from previous landlords, employers, probation officers, etc. can be helpful. Show rehabilitation efforts, explain mitigating circumstances or how circumstances have changed from when the criminal behavior occurred.



Overcoming Obstacles to Housing: Criminal Background

Strategy:

- Remind housing providers that they need to consider the **nature** and **severity** of a crime and the **amount of time** that has passed to determine if the person would pose a direct threat to the health and safety of other residents.
- If you have doubts about whether criminal background policies are being enforced equally regardless of protected class, contact the Housing Equality Center for investigative services.
- **Report housing providers who have blanket bans on criminal records to the Housing Equality Center.**



Overcoming Obstacles to Housing: Negative Credit

Example:

Person becomes disabled and no longer able to work, then acquires a negative credit record due to late or unpaid bills. The person is granted SSDI and no longer dependent on employment for income. Loss of income due to inability to work is unlikely to reoccur.

Strategy:

- If negative credit can be shown to be directly due to a person's disability, and the person is otherwise financially qualified to rent, a reasonable accommodation can be requested to waive the credit requirement.
- A case manager can offer to be contact person for landlord if there is any problem or issue with tenancy.
- Consider a co-signor if necessary.



Overcoming Obstacles to Housing: No Previous Rental History

Example:

Person lacks rental history due to a disability and previous long term hospitalization. The person's health is stabilized and they are attempting to move into independent living.

Strategy:

- A reasonable accommodation can be requested to ask the housing provider to consider references from a social worker or employer in lieu of landlord references.
- Get support letters from counselors, employers, or therapists.
- A case manager can offer to be contact person for landlord if there is any problem or issue with tenancy.



Overcoming Obstacles to Housing: Negative Landlord References

Example:

Person with mental health disability stopped taking medications and became disruptive at a previous apartment. Supports are now in place, medication is being monitored, and the person is participating in behavioral therapy.

Strategy:

- If the reason for a negative reference is based on disability related behavior, the individual can request a reasonable accommodation to disregard the negative references or to at least consider mitigating circumstances.
- A case manager can offer to be contact person for landlord if there is any problem or issue with tenancy.
- Get support letters from counselors, employers, or therapists.



Overcoming Obstacles to Housing: No Co-signors Allowed

Example:

An individual with a disability is unable to qualify financially for housing because of their disability (poor credit record, no credit record, insufficient income), and a co-signor is willing to sign the lease but there is a no co-signors policy.

Strategy:

- Tenant can request a reasonable accommodation for the landlord to accept the application even if the landlord has a “no co-signor” policy.

Remember: Must show a nexus between the disability and the need for the accommodation.



Overcoming Obstacles to Housing: Refusal to Accept Section 8 Housing Choice Vouchers

In Pennsylvania, source of income is not a protected class, meaning that a landlord can refuse to rent to individuals who hold a Housing Choice Voucher from the Housing Authority, however....

Several municipalities within Pennsylvania, such as the City of Philadelphia, have added source of income as a protected class.

Strategy: Contact your local government or municipality to find out if source of income is a protected class in your area and what recourse your community offers if someone has been denied housing based on their source of income.

Tenant may be able to request a reasonable accommodation to the policy of not accepting housing vouchers due to a disability. Keep in mind that the landlord may argue that it is an undue administrative burden.

Testing can be performed to see if this policy is being equally enforced with all people without regard to protected class. Contact the Housing Equality Center if you suspect discrimination is occurring.



Overcoming Obstacles to Housing: Lack of Employment

Refusing to approve an application because a prospective tenant is not employed could be unlawful discrimination if the prospective tenant has other verifiable income such as social security, disability, or child support that would financially qualify them to rent. These are verifiable sources of income which are directly related to being a member of a protected class (age over 40, disability, and/or familial status).

Strategy:

Housing providers who require paystubs as proof of income must make reasonable accommodations to their policy for individuals with disabilities who are unable to work due to their disabilities but still have sufficient income to rent. Request a reasonable accommodation to the employment income policy and show alternative verifiable income.



Overcoming Obstacles to Housing: In-Person Application Requirement

Example:

A nursing home resident transitioning to private housing might require ambulance transport and not be able to apply in person.

Strategy:

A requirement for a housing application to be made in person should be waived for individuals with disabilities to whom it would impose a great hardship or who are unable because of their disability to come in person to apply.

Request a reasonable accommodation to the in-person application requirement. Ask for video or phone conferencing. Signatures required on documents can be mailed or scanned and forwarded to the housing provider.



Overcoming Obstacles to Housing: Assistance with Application

Strategy:

- If a person has a disability which makes it difficult to fill out an application form, a reasonable accommodation request would be to ask for assistance from the housing provider in completing the form.
- A case manager can also assist in completing required forms.
- If a disability makes reading an application or lease difficult, a reasonable accommodation request would be to ask for the documents in large print or in an alternative format.



Lease Terms



Lease Terms

A lease is a binding legal contract – for example, an agreement to pay the landlord \$12,000 in \$1,000 monthly installments. Leases can be either **verbal** or **written**.

Strategy:

- Make sure the lease terms are understood **before signing!**
- All blanks should be crossed out or filled in before a lease is signed.
- Make sure the lease does not contain any unenforceable terms or Fair Housing Act violations.
- Make sure tenant gets a copy of the **entire lease**. A tenant should not accept the landlord saying they will give them a copy later. Tenant can take photos of the signed lease with a smartphone.
- Case manager should keep copy of tenant's lease on file.



Lease Terms

Strategy:

Make sure the lease includes:

- Contact information for the landlord – name, address, and phone for emergencies
- Amount of Rent and the due date. Are there late fees?
- Start and end date of the lease. Month to month or year lease?
- Does it automatically renew for another year or on a month to month basis?
- What is included with the rent – who pays for which utilities?
- Security Deposit – what is required to get it back when tenant moves out
- Maintenance – what are the responsibilities?
- Who to contact when repairs are needed?



Lease Terms

Strategy:

Make sure the lease includes:

- Notice – amount of time tenant gives to cancel or not renew the lease
Is there an early termination clause?
- Notice – amount of time landlord must give to cancel or not renew the lease
- Right to enter the apartment without prior notice?
- Are pets allowed?
- Who are the occupants permitted on the lease?
- Is tenant allowed to sublet?

Remember: The lease should be read carefully before signing it!

Get everything in writing!



Lease Terms: Rental Due Date

Most leases state that rent is due on the first of the month. The tenant has an obligation to make sure that the rent is paid by the due date specified in the lease. Even if the landlord says it is okay if the rent is a few days late, the tenant is still bound by the terms of the lease regarding late fees and other penalties.

Strategy:

- A tenant who receives SSDI may request a reasonable accommodation to be exempt from the late fee when the date they receive their SSDI payments make paying rent on time difficult or impossible. Receiving SSDI should be sufficient proof that a person has a disability. If they can show that they don't receive their payments until after the due date or grace period, that is sufficient proof that there is a disability related need for the accommodation.
- Individuals who requested later rental payment due dates and were previously denied, may be able to claim reimbursement for late fees paid if they can show proof that the request was previously made and denied.



Lease Terms: Rental Due Date

Example:

An individual has a cognitive disability or poor memory, which makes it difficult for them to remember when the rent is due.

Strategy:

The tenant can make a request accommodation request that that the housing provider call or provide a reminder note monthly to remind them to make a rental payment before the rental due date.



Lease Terms

Changes to the Lease

Any changes to the lease should not be made until the beginning of a new rental period, which is when the tenant and the landlord renew the lease, unless both parties agree to a proposed change before the end of the lease term. Unless the lease specifies how changes are to be made, the landlord will be required to give one full rental period before the change is to take place.

Strategy:

Read the lease to make sure the landlord has complied with the requirements of the lease. If landlord has not complied with the terms of the lease, it can be challenged.



Unenforceable Lease Provisions

Tenants are usually bound by the terms and conditions of the lease they sign, however some terms and conditions are legally unenforceable in court. **Examples of unenforceable lease terms and conditions include:**

- While tenants can be held liable for damages to an apartment, they cannot be made responsible for all normal maintenance and repairs, or all repairs under a certain dollar amount.
- The tenant cannot be made to accept the house or apartment “as is.” Under the Implied Warranty of Habitability, the facilities and services provided at the leased premises must allow the unit to be occupied for its reasonably intended purpose as a dwelling unit.



Unenforceable Lease Provisions

Examples of unenforceable lease terms and conditions include:

- The tenant cannot waive the right to represent himself/herself in a court of law.
- The tenant cannot be made to agree that if he/she breaks any promise in the lease, the landlord has the right to break into the apartment, change the locks, and seize the tenant's possessions.
- The landlord cannot make the tenant agree to waive his or her rights to a hearing or confession of judgment.



Before Moving In



Document Damages Before Move-In

Damages which exist before a tenant moves in should not be charged to the tenant when they vacate the unit. It is the tenant's right to have the condition of the dwelling in writing.

Strategy:

Tenants should take notes (with the landlord or property manager present) of any defects before moving in.

Photos should be taken to document the condition of the apartment and any existing damages

If the rental unit is in need of repairs, establish in writing a date and time for the repairs to be completed.

If the repairs are numerous and substantial do not accept the apartment.



Lead Based Paint

The landlord is required to provide tenants with information about lead based paint in any property they are renting. However, a landlord also **may not** discriminate against families with children, even if conditions exist which they believe may pose particular harm to children.

An owner or landlord who fails to give proper information regarding the presence of lead based paint can be sued for triple the amount of damages. The owner may also be subject to civil and criminal penalties.

Strategy:

Contact the local municipality or city to see if there are specific requirements regarding lead paint disclosure and remediation. If a tenant incurs damages due to lead paint and they were not properly notified about the presence of lead paint, they have the right to sue the landlord for damages.

If a landlord says they will not rent to families with children due to lead based paint or other hazards, contact the Housing Equality Center.



Landlord Fraud

- Landlord promises apartment will be ready at a certain date but it is not
- The property has been rented to another party
- There is no heat or water
- The utility services are in someone else's name and you are required to pay it
- You are being asked to pay rent to someone who you do not think is the landlord or who does not own the property.

PA Attorney General's Bureau of Consumer Protection

717-787-9707 or 800-441-2555 (Toll-Free Helpline)

Consult an attorney regarding unfair trade practices.



Overcoming Obstacles: Lease Terms



Overcoming Obstacles: Lease Terms

When a tenant cannot comply with lease terms or needs a change in the lease terms and the reason is due to a disability, the tenant can request a **reasonable accommodation** to give them equal opportunity to use and enjoy a dwelling and to prevent a lease violation:

Examples:

- Reserved parking
- Include case manager on all correspondence from landlord
- Transfer to a more accessible unit
- Early termination of lease
- Permitting a home health aide or live-in personal care attendant
- Advance notice before spraying or painting
- Avoiding secondhand smoke
- Assistance animals or emotional support animals
- Installing extra locks
- Notice before entering apartment



Fair Housing Guide to Reasonable Accommodations and Modifications

The Housing Equality Center offers a comprehensive guide to reasonable accommodations and modifications for consumers with disabilities.

www.equalhousing.org/wp-content/uploads/2020/02/Fair-Housing-Guide-to-Reasonable-Accommodations-and-Modifications.pdf





Avoiding Eviction



Avoiding Eviction

The tenant is legally responsible to pay the **full amount of rent on time** in accordance with the lease agreement unless another agreement has been made (this should be in writing).

If the tenant is responsible for any utilities, they must be paid on time. If not, this could result in an eviction.

Strategy:

- **Make sure the tenant gets receipts and saves receipts for all payments to the landlord!**
- Paying the rent by check is preferable - a canceled check provides a record that rent was paid.
- If rent is paid by cash or money order, make sure tenant gets a receipt of the payment.
- Make sure tenant understands that paying utilities on time is essential.



Avoiding Eviction

- Tenant must keep the premises clean.
- Tenant must allow the landlord, landlord's representatives, or local government inspector reasonable access for inspection and repairs.
- Tenant must not allow persons who are not on the lease to live in the rental unit.
- Tenant must not engage or allow anyone to engage in criminal activity, including illegal drugs or allowing underage drinking on the premises. Any of these items could result in eviction.
- If the tenant changes the locks, they should make sure to get permission from the landlord first and then give them copies of the keys. The landlord is legally allowed to have a full set of keys for any locks the tenant installs.

Strategy: Review these basic rules of tenancy with your clients to be sure they understand the rules and possible consequences of violating the lease.

If a tenant or a tenant's guests harasses or threatens to harm others in the building or neighborhood, the landlord may have a responsibility under fair housing laws or municipal ordinances to evict the tenant in order to protect the safety of the neighbors and/or other tenants.

Strategy:

- Make sure your clients understand that they can be held responsible for their guest's behavior.
- If a tenant is experiencing problems with other tenants, the problem should be reported to the landlord. Under the Fair Housing Act, if a tenant harasses another tenant based on their race, national origin, disability, or other protected class, a landlord is required by law to address the issue and prevent the harassment from continuing.



Avoiding Eviction— Guests and Allowing Others to Move In

- Tenants have the right to invite social guests for reasonable periods of time without the interference of the landlord.
- Guests must comply with all rules that apply to tenants.
- The lease will specify who is allowed to occupy the rental property.
- The landlord might want to perform background checks on the new tenant, raise the rent, or require that they be added to the lease.

Strategy:

- If the tenant wants to have someone move in or stay for an extended period of time, they will need to ask the landlord's permission.
- Make sure that any agreement allowing others to move into the rental unit is in writing.
- Charging extra rent for either minor children or live-in aides for tenants with disabilities may be a violation of the Fair Housing Act.



Covenant of Quiet Enjoyment



Tenant's Right to Privacy

Pennsylvania Law states that in every lease (whether written or verbal), there is a promise that the landlord will not unreasonably interfere with the right to possess the leased premises. This **Covenant of Quiet Enjoyment** also includes the right to privacy.

- Tenants have the right to enjoy the premises without unreasonable and excessive intrusions by the landlord.
- Landlords only have the right to reasonable access to the leased premises.
- If the landlord enters the rental unit for no reason or disturbs tenants at night, they may be breaching the lease.



Tenant's Right to Privacy

- The landlord does have the right to enter rental premises occasionally for reasonable purpose including inspection and maintenance, repairs, or to show the property to potential buyers or renters.
- The landlord should come at a reasonable time, give the tenant advance notice first, and should knock first—unless there is an emergency.
- If there is an emergency such as broken water pipes or smoke detectors activated, then the landlord has the right to enter immediately without prior notice.



Tenant's Right to Privacy

Example:

A landlord entering the apartment is exacerbating a client's disability, such as tenant with PTSD who experiences extreme stress when maintenance enters the apartment for service calls or inspections.

Strategy:

- Tenant can request a reasonable accommodation if landlord is entering without notice or with little notice and it is exacerbating a person's disability or disability related symptoms
- A reasonable accommodation would be to request 24 hour advance notice in a non-emergency, providing the tenant with a window of time to expect the visit.
- Tenant can also request that maintenance personnel do not simply knock and enter but that they knock and wait several minutes for the tenant to open the door.



Implied Warranty of Habitability



Implied Warranty of Habitability

Pennsylvania state law states that a rental unit must be **"safe, sanitary and fit for human habitation."**

A landlord's obligations under the Warranty of Habitability cannot be away even if the tenant signs a lease that says they are renting the property "as is" or that the tenant is responsible for all repairs. **Any lease clause attempting to give away that right is unenforceable.**

The Supreme Court decision says a tenant can only use the Warranty of Habitability for **serious problems**. The tenant must tell the landlord about the problems and give him or her a chance to fix them.

A serious problem is one that causes a large amount of discomfort or creates a realistic danger of harm.



Implied Warranty of Habitability

Essential for basic health and safety:

Adequate Heat. International Property Maintenance Code 602.2: Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees in all habitable rooms and bathrooms. (local Ordinances may differ)

Hot and Cold Running Water

Electricity – absence of frayed wiring, adequate service

Sewer – must be in good working order

Infestation – rodent or insect

Structural Safety – Doors and windows that secure and lock. Roof that doesn't leak. Absence of unsafe structural components that make it dangerous to occupy the premises (unsafe floors, stairs, porches, handrails).



Implied Warranty of Habitability

The Implied Warranty of Habitability **does not** require the landlord to make nonessential/cosmetic repairs or upgrades/improvements unless he/she has agreed to do so.

If landlord has agreed to cosmetic repairs, tenant should get it in writing and completed preferably **before** moving in.

Examples of nonessential/cosmetic repairs:

- Paint
- Carpet
- Broken cabinets
- Broken tiles



Strategically Handling Habitability Issues

Does the defect interfere with your ability to inhabit the unit?
Remember, a serious problem is one that causes a **large amount of discomfort or creates a realistic danger of harm.**

Tenants, **must** take specific steps to establish and protect their rights!

Strategy: First, the tenant must **notify landlord in writing** about the problems and give the landlord a **reasonable** amount of time to make the repair.

Document the problem – a picture is worth a thousand words.

Tenant should keep a copy of all letters, emails, and text messages!



Strategically Handling Habitability Issues

Before undertaking a remedy option, the tenant will need to make sure that they can show that they gave the landlord ample time/opportunity to correct the problem and the landlord failed to correct it and the tenant had no choice but to remedy the situation.

Remedy Options

1. Terminate the lease and move out.
2. Withhold all or part of the rent. Put in escrow account.
3. Repair and deduct – get consent of the landlord. Get estimates and save receipts.
4. File legal action to recover cost of repairs or to force landlord to make repairs.

Strategy: Establish and protect your rights and be fully prepared before proceeding. Proper legal advice is invaluable.



Strategically Handling Habitability Issues

- Pennsylvania Law prevents landlords from evicting tenants because they raised a habitability issue.
- If tenant improperly withhold rent, they can be evicted.
- If tenant has broken the lease, landlord may try to evict.

Strategy:

Tenant will need to show that they gave ample time/opportunity to correct the problem so they can demonstrate that the landlord failed to correct the problem and tenant had no choice but to remedy the situation.

Think ahead – what would a judge want to see if this goes to court?
Lease, written notices, receipts, photos etc.

Keep in mind – landlord might try to evict tenant. Be prepared.



Security Deposit

Limits on amounts of security deposit that can be held:

- 1st year – 2 months rent
- 2nd year and thereafter – no more than 1 months rent
- After the first year, tenant can request return of money held that is greater than 1 months rent.
- If rent increases, landlord can increase amount of security deposit held.
- Security deposit cannot be used for the last months rent.

Security Deposits

- Landlord should **not** use security deposit to pay for ordinary wear and tear.
- What is considered ordinary wear and tear vs. damages?
- Length of time in the apartment should be considered

Damages:

Carpet is burned or heavily stained
Walls are damaged with holes
Broken windows
Filthy fridge or oven
Debris or belongings left behind

Ordinary Wear and Tear:

Carpet is old or worn down
Walls have some scuff marks



Security Deposits

Strategy: Moving out – **think ahead!**

Tenant should make sure to do these things when moving out:

1. Give proper **written** notice in accordance with lease (30, 60, 90 days)
2. Given landlord a written notice with your forwarding address - where to return security deposit!

Certified Mail, Return Receipt Requested

3. Clean the apartment unit. Clean inside fridge and oven too.
4. Make sure no rent is owed
5. Take **photos** of the condition
6. Return the keys. Get a receipt for return of keys.

Keep a copy of all letters and receipts!

If a carpet cleaner was rented, keep the receipt.

Hold onto receipt for return of the keys.



Security Deposits

Within **thirty (30) days** after the termination of the lease, the landlord must give the tenant:

- A written list of any damages for which the landlord claims the tenant is responsible, with payment of the remainder of the security deposit (if any)
- or**
- A check for the entire amount of the security deposit.

If the landlord fails to do either one of the above within 30 days, on the 31st day, the tenant can sue the landlord for **double** the amount of the security deposit held in escrow plus interest (if any). Note that if the tenant did not provide a forwarding address or returned the keys, the landlord cannot be held to the 30-day deadline.

Contesting Damages Charged to Your Security Deposit

The landlord should not charge the tenant for ordinary wear and tear.

For example, if a landlord decided the apartment needed to be repainted at the end of a lease, a tenant should not be charged for the repainting unless the tenant caused more than normal wear.



Rent Increases

Pennsylvania has no rent-control law.

Landlords may raise the rent as much as they want. However, changes must be made in accordance with the contract (lease).

- The rent increase must follow the proper notice procedures outlined in the written or verbal lease.
- The landlord may not raise the rent in the middle of the lease term unless the tenant agrees to the rent increase.



Utility Shut-Offs



Utility Shut-Offs

If a tenant receives notice that their utilities will be shut off, they will need to act quickly. It is more difficult to get service turned back on after shut off. No matter who is responsible to pay for the utilities, a utility company cannot cut off service without the following:

- A 10-day written notice before shut-off.
- An attempt to contact an adult in the household personally at least 3 days before the shut-off.
- An attempt to contact an adult in the household at the time of the shut-off.

Prior notice must be given before the utility company shuts off utilities. If the utility company turned off service without prior notice, it has broken the law.

Public Utility Commission Consumer Hotline 800-692-7380

PA Utility Law Project 844-645-2500



Utility Shut-Offs

Strategy:

If the tenant is a **victim of domestic violence** and has a valid **Protection from Abuse Order (PFA)**, there are special procedures and protections for handling the utility service. Call the utility company to inform them of the PFA so these special procedures and protections can be put in place for the tenant. Tenant may be required to provide a copy of the PFA to the utility company.

If the tenant lives in a **low income household**, there may be special arrangements to help – a number of programs exist that help low income customers.



PA Utility Law Project of Regional Housing Legal Services

www.pautilitylawproject.org

Are you facing an utility shut off? Are you already without service?

Pennsylvania residents may be eligible for free legal help.

Call: 1-844-645-2500 Or Email: utilityhotline@pautilitylawproject.org

Make sure to include the following in your voicemail or email message:

- (1) Your first and last name.
- (2) Your telephone number.
- (3) The best time to reach you.
- (4) A brief description of what utility problem you are having, including whether your service is currently on or shut off.



Eviction



Preventing Eviction

Some reasons eviction can occur:

- Failure to pay rent
- Continual late payment of rent
- Violating lease terms – pets, unauthorized residents, not paying utility bills, disturbing neighbors
- Engaging in criminal activity
- Failure to maintain the unit in a sanitary condition
- Failing to dispose of trash as required
- Failing to move out at the end of the lease term



Preventing Eviction: Falling Behind on Rent

Strategy:

1. Rent is still due and must be paid! Talk to the landlord as soon as possible. Do not wait until the due date or after the due date. Explain why and try to make a payment agreement. Get it in writing and keep a copy.
2. Investigate local programs that may offer emergency rental assistance.
3. Keep the utilities on.
4. Go on COMPASS.state.pa.us to see if tenant qualifies for benefits.
5. The landlord is not legally allowed to interfere with utility services even if the tenant falls behind in rent.
6. The landlord is not legally allowed to lock a tenant out of the rental unit even if they have fallen behind in rent. The landlord must go through the proper eviction process.

But I Need More Time!!!

- The tenant does not have the right to demand more time to find a new place to move. It does not matter if the tenant is a senior citizen or if they have children – the landlord can still evict the tenant.
- The landlord can evict the tenant if they fall behind on rent even if it's because they got sick or lost their job or had other bills to pay. Tenant has a legal obligation to fulfill the terms of the lease.

Strategy:

The tenant can **try** to negotiate with the landlord for more time. If the landlord agrees, ask for the agreement in writing.

Do not leave possessions behind. The landlord can charge the tenant a storage fee if items are left behind.

If the tenant cannot find a place to live, contact family or friends.

Contact local shelter or transitional housing or check into a motel.

Self-Help Evictions are Illegal

If the tenant is not out of the apartment by deadline given by the Landlord, the tenant legally cannot be locked out with a “Self-Help Eviction.” The landlord must file an eviction complaint with the Magistrate Court and go through the proper legal procedure. **Only** a constable with an order of possession can legally lock a tenant out of a rental unit.

Self help evictions – landlord changes the locks, blocks access to the unit, removes the door or windows, turns off the water or electricity, threatens tenant by force or threat of injury or violence, or otherwise renders a dwelling unit or any part of a unit inaccessible to a tenant



Self Help Eviction Strategy

- Call the Police.
- Show you have the right to occupy the premises. Show your ID and have copy of lease or other documents (such as utility bills) somewhere outside the home
- If necessary, ask to speak to a Sergeant or Supervisor. Unless the landlord can produce an Order of Possession, the police should allow the tenant to regain possession of the premises immediately. Ask for a police report to be filed.



Eviction Process

Notice to Quit

Unless the lease says otherwise, the landlord must give tenant **written notice** before filing an eviction case. This is called a **Notice to Quit**.

The amount of time the landlord must give you depends on length of lease and reason you are being asked to move.

- Non payment of rent – 10 days
- Any other reason and lease does not specify how much notice is required -15 days for lease of one year or less, 30 days notice for lease of more than one year.

REMEMBER: Lease can require longer or shorter notice, or no notice at all!



Eviction Process

District Magistrate Court

Landlord must appear at the hearing and present testimony as to why tenant should be evicted.

If tenant is late or does not appear, judgment will be entered against tenant.

Strategy :

- Tenant has right to appear before Judge with any witnesses or other evidence.
- If landlord fails to appear, tenants can ask for the case to be dismissed.
- If the notice was not given properly, the tenant should bring this up in court and ask that the landlord be required to restart the process and give proper notice.



Eviction Process: Judgment

Judgment

After the hearing, the Magisterial District Judge will either make a decision that day or within 3 days. The Judge will issue a written **Notice of Judgment**.

If the judgment is in the tenant's favor, the landlord will be required to do what the Judge ordered—such as not evicting the tenant from the rental unit.

If the Magisterial District Judge finds in favor of the landlord, the judgment will be entered against the tenant. The Notice will indicate what type of judgment has been entered.

- Possession Granted if Money Judgment Not Satisfied
- Possession Granted
- Possession Not Granted
- Money Judgment



Eviction Process: Appeal

There are often two parts to a Judge's decision:

Possession (eviction) and **Money Judgment**.

Strategy:

- The tenant has the right to appeal a judgment entered against them. Appeals are filed with the Prothonotary at the Court of Common Pleas.
- To appeal a decision by a Magisterial District Court, the tenant will need to bring a copy of the Judgment with them to the Prothonotary's Office.
- It is advised that tenants seek the counsel of an attorney if they chose to file an Appeal, as the process at this court level is more complicated. Most likely, the landlord will have an attorney.



Eviction Process: Appeal

Judgment for Possession:

Tenant has 10 days to file an appeal for Judgment for Possession:

Strategy:

- Tenant must mention that they want to file a Supercedeas if they want to stop a physical eviction.
- Must pay filing fess and a bond- either the amount of rent in the judgment or 3 months rent (whichever is less, unless tenant can establish that he/she is indigent in which case tenant will only be required to pay 1/3 of monthly rent to the Court.

Money Judgment:

Tenant has 30 days to file an appeal for a Money Judgment. No bond required.



Recovering Personal Property After Eviction

If the tenant does not contact the landlord within the first 10 days after being evicted or receiving a notice from the landlord that personal property was left behind, the landlord can dispose of all the personal property.

Strategy:

If a tenant is evicted or moves out of a rental property, they have **10** days to contact their landlord and let their landlord know that they intend to retrieve the personal property left behind.

The tenant should notify the landlord within 10 days of their intent to retrieve any personal property left behind by calling the landlord and by sending the landlord a letter. The tenant should keep a copy of the letter sent to the landlord.



Preventing Eviction

**Reasonable accommodations
may be requested at any time,
including during
the eviction process!**



Preventing Eviction: Poor Housekeeping or Hoarding

A compulsive hoarder meets the definition of a person with a disability under the Fair Housing Act and has a right to request a reasonable accommodation in an effort to preserve housing.

Strategy:

- A reasonable accommodation can be requested to ask for more time to clean up the rental unit and to delay the eviction process to allow time to clean up and dispose of excess clutter.
- The tenant can request an extension within reasonable limits to bring the unit into a safe, satisfactory condition.
- Services may need to be put into place to assist the client who is a hoarder.



Preventing Eviction: Damages to the Rental Unit

Strategy:

- If a person's disability caused them to damage an apartment unit violating the lease, a reasonable accommodation can be requested asking the housing provider to postpone eviction proceedings while the tenant undergoes treatment and counseling.
- As with any reasonable accommodation request, each case is decided on a case by case basis and would have to take into account:
 - the extent of the damages caused,
 - if any other tenants were disrupted by the behavior, and
 - if steps will be taken to repair any damages caused by the tenant



Preventing Eviction: Tenant Conduct

Example: A tenant with a psychiatric disability stops taking their medication and threatens another resident. Management has a policy of evicting residents who engage in violent or disruptive behavior.

Strategy:

- The tenant can request a reasonable accommodation to this policy if the tenant is able to show that treatment and medication monitoring will eliminate the direct threat.
- If the tenant is not willing to undergo medication monitoring and treatment or continues to pose a direct threat to the health and safety of other residents, then management can proceed with an eviction.



Preventing Eviction: Tenant Conduct

Strategy:

- If a non-renewal of lease, notice to quit, or eviction is issued because of a tenant's behavior, which was directly related to a disability, the tenant can request a reasonable accommodation to rescind a notice to quit or eviction notice or to reconsider a decision to not renew a lease and to consider mitigating circumstances.
- It is helpful if a case manager or other support services professional can write a letter explaining mitigating circumstances as well as steps that will be taken to ensure that the behavior does not recur (medication, therapy, counseling, supervision, etc.).
- A case manager can offer to be contact person for landlord if there is any problem or issue with tenancy.



Direct Threat

The Fair Housing Act does **not** require that housing providers rent to anyone who constitutes a “direct threat” to the health or safety of others or a risk of substantial damage to the property of others.

However, housing providers **may not** deny housing to people with disabilities based on fear, speculation, or stereotypes about a particular disability or stereotypes about disabilities in general.

Denying an individual housing or evicting an individual because of a direct threat must be based on reliable and objective evidence.



Direct Threat

The direct threat assessment must take into account the nature and severity of the risk of injury as well as the probability that an injury will occur and whether there are any reasonable accommodations that would eliminate the direct threat.

Even in cases of tenants who **do** in fact present a “direct threat” due to their disabilities, these tenants are entitled to a determination whether any reasonable accommodation would mitigate any risk posed by their disability-related behaviors prior to eviction.



Preventing Eviction: Noise Violations

Example: At times a person's disability may cause noise violations. An example would be the presence of a child with autism who occasionally screams or makes loud noises. This can lead to complaints from neighbors about noise or even an eviction notice.

Strategy:

- Attempts should be made to mitigate any noise which is disruptive.
- If an eviction notice has been issued, a reasonable accommodation request can be made asking for a second chance to mitigate any noise disturbances.
- Sound proofing could be installed by the tenant (a reasonable modification request), behavioral therapy can be commenced or increased, and any number of intervening tactics could be employed to help mitigate any ongoing noise disruptions.
- If the noise disturbances continue unabated, the accommodation may no longer be reasonable.



Resources



PA Legal Aid Network

[Homepage | Pennsylvania Legal Aid Network \(palegalaid.net\)](http://palegalaid.net)

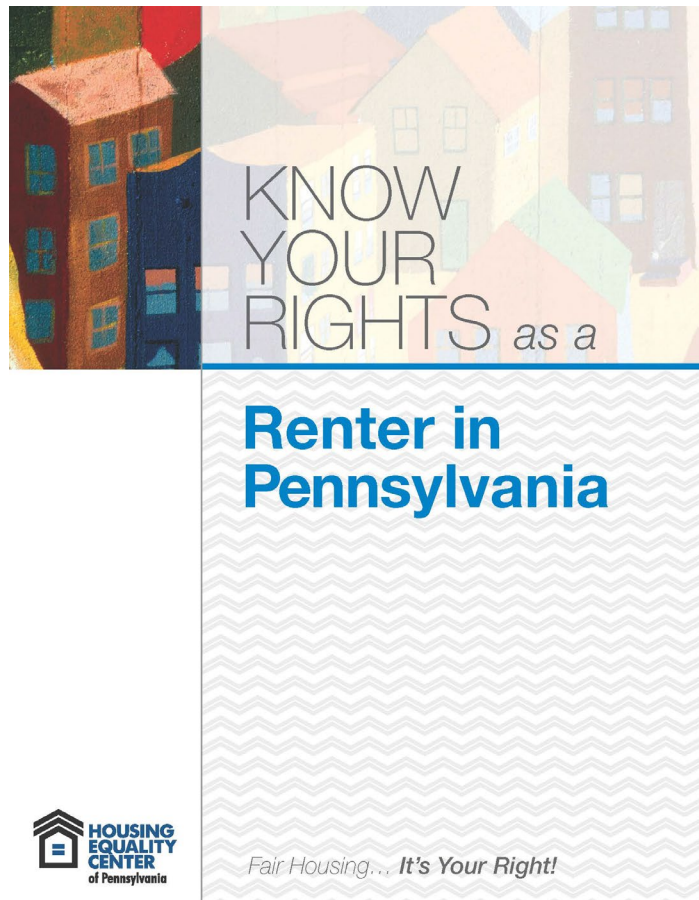
For more information on a variety of legal issues including Landlord Tenant Law, Children and Families, Employment, Health Law, Housing and Shelter, Public Benefits, Disability, Elder Law, Immigration Issues, Migrant Issues, and Veterans and Military, visit the website:

www.PALawHELP.org



Know Your Rights as a Renter in Pennsylvania

Available in English and Spanish



www.equalhousing.org/wp-content/uploads/2018/11/11.18-digital-copy-of-Know-Your-Rights-as-a-Renter-in-PA-3.pdf

www.equalhousing.org/wp-content/uploads/2021/01/HousingEqualityCnt_TenantManual_Spanish_DIGITAL.pdf

OPENING DOORS SINCE 1956



Fair Housing Guide to Reasonable Accommodations and Modifications

The Housing Equality Center offers a comprehensive guide to reasonable accommodations and modifications for consumers with disabilities.

www.equalhousing.org/wp-content/uploads/2020/02/Fair-Housing-Guide-to-Reasonable-Accommodations-and-Modifications.pdf





Landlord or Property Manager in Pennsylvania



Fair Housing... It's Your Responsibility!

96 page comprehensive compliance manual for landlords available for FREE in print or digital format

www.equalhousing.org/wp-content/uploads/2021/10/Know-Your-Responsibilities-Manual.pdf

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What To Do If You Have Experienced Housing Discrimination

If you live in **Philadelphia** or in **Bucks, Chester, Delaware, Lehigh, Montgomery, or Northampton Counties** in Pennsylvania, call the **Housing Equality Center of Pennsylvania** for counseling, investigation, and options for enforcement based on the circumstances of the case.

Call us at 267-419-8918 or email info@equalhousing.org or visit equalhousing.org



What To Do If You Have Experienced Housing Discrimination

To file a complaint with the **U.S. Department of Housing and Urban Development**, call HUD's Housing Discrimination Hotline at 1-800-669-9777 or visit www.hud.gov. Complaint must be filed within **one year** from the date of the incident.

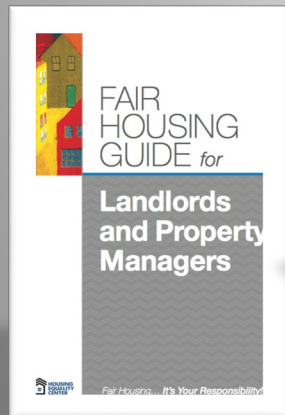
To file a complaint with the **Pennsylvania Human Relations Commission**, call 215-560-2496 or visit www.phrc.pa.gov. Complaints must be filed within **180 days** from the date of the incident.

A lawsuit can be filed in federal court up to **two years** from the date of the incident.

To file a complaint with the **Philadelphia Commission on Human Relations**, call 215-686-4670 within **300 days** unless you have valid legal justification for not filing within that time period.

<https://www.phila.gov/humanrelations/pages/default.aspx>

equalhousing.org



- ✓ Sign up for fair housing news
- ✓ Register for an upcoming fair housing event or meeting
- ✓ Learn about fair housing laws
- ✓ Download guides, resources, fact sheets, and fair housing guidance
- ✓ Request fair housing training or print materials for your clients, constituents, or colleagues
- ✓ Report discrimination online

renters.equalhousing.org

- ✓ Information and self-advocacy resources for renters in PA
- ✓ Learn about fair housing rights
- ✓ Learn about tenant rights and responsibilities
- ✓ Guidance on how to deal with common landlord tenant problems
- ✓ Customizable letters to download for a variety of situations

Know Your Rights as a Renter in Pennsylvania



Landlords.equalhousing.org

Know Your Responsibilities as a Landlord or Property Manager in Pennsylvania

I'm interested in...



It is our hope that this site will help to guide you through a successful experience as a landlord by providing general information and self-help resources regarding state and federal fair housing laws and Pennsylvania Landlord Tenant Law as it pertains to the rental of private residential property.

[LEARN MORE](#)



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