



## Module 6.2 Study Guide

# HUD Housing Counselors Training



U.S. Department of Housing  
and Urban Development

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# MODULE 6.2 TENANCY/EVICTION

## MODULE INTRODUCTION

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### MODULE INTRODUCTION

In Module 6.1, we learned how housing counselors prepare their clients to be successful tenants and resolve disputes with landlords before eviction becomes a risk.

However, some counselors will have clients who face imminent eviction. Counselors can offer these clients advice on preventing an eviction from finalizing or on finding a place to live after an eviction is finalized.

It is most effective to offer this advice during initial rental housing counseling or at the time when a client is facing eviction.

In this module, you'll learn about the rental eviction process and steps clients can take to avoid eviction. You'll also learn about options for alternative housing, such as emergency shelters or transitional housing, if moving becomes necessary.

### LESSON OBJECTIVES

By the end of this module, you'll be able to:

1. Analyze a client's rental delinquency, assisting the client to draft action steps that may lead to the avoidance of eviction.
2. Apply knowledge of the basic eviction process, general timelines, and associated documents to assist a client to avoid eviction by better understanding the process.
3. Apply knowledge of resources to help clients find housing after an eviction is finalized.

With these in mind, let's begin.

## HOW TO AVOID EVICTION

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### LOCAL PROCESSES, PROGRAMS, AND SHELTERS

Counselors advise clients based on their understanding of the following local processes, programs, and shelters:

1. Emergency rent assistance programs
2. Jurisdiction's eviction process
3. Legal aid programs
4. Emergency shelters
5. Transitional shelters

Let's look at a case study of Jake, an experienced housing counselor who recently moved to a new county and researches these five local resources during his first week.

We'll see what information he gathers and how he applies the information during several counseling sessions.

Note that the information presented in this module regarding Jake's local eviction timetable, assistance programs, and shelters is fictional and created for educational purposes only.



*A Housing Counselor, Jake*

### LOCAL EMERGENCY RENT ASSISTANCE PROGRAMS

Jake first researches local emergency rent assistance programs, which offer funds to help pay rent, utilities, **arrearages**, and other housing expenses in urgent situations that are likely to escalate to eviction.

*Note: Counselors need to ensure that referrals to assistance programs are appropriate and fit the client situation, including manufactured-home owners on leased land.*

#### Arrearages

The total amount of past due payments owed to a lender from a borrower in mortgage payments or to a landlord from a tenant in rental payments. Also called arrears.

These programs offer assistance on a short-term basis or as a one-time grant and serve a different purpose than the long-term rent assistance programs such as the Housing Choice Voucher Program.

When clients are struggling to make monthly housing payments, Jake typically first helps them assess their budget and living arrangements. However, once it is clear that there is no way clients can afford the payments, even after budget and/or living arrangement adjustments, Jake advises clients to contact emergency rent assistance programs.

Here are a few examples of clients to whom Jake recommended emergency rent assistance programs in his last county:



### Freddie

Freddie has worked for the same employer for 22 years, but he was recently laid off. Since the layoff, he has been unable to keep up with his bills and received notice that his gas and electric services would be disconnected. A local emergency rental assistance program paid his utility bills until he found a new job.



### Juan

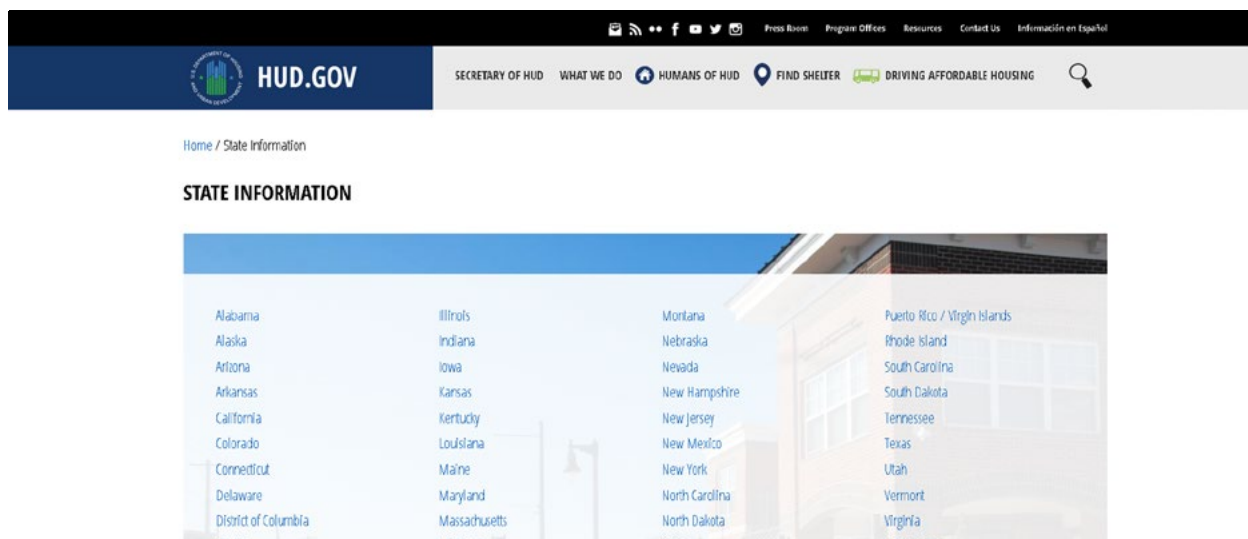
Juan had to make an unexpected car repair for \$480. Because of this unexpected expense, he was \$200 short of his monthly rent payment. A local emergency rent assistance program paid the \$200 difference.



### Liz

Liz shared a rental unit with a roommate she found on Craigslist. The roommate was not on the lease, but she had an informal agreement to pay half of the rent. The roommate unexpectedly left the state and did not leave contact information or her portion of the rent. A local emergency rent assistance program helped Liz pay rent until she was able to find a more stable roommate and arrange a formal lease agreement.

Jake finds much of the information he needs about local emergency rent assistance programs by selecting his state from the “[State Information](#)” page on the HUD website. Under the “I Want To” list on the Oklahoma page, he selects “Get Rental Help” to learn more.



Housing counselors can perform a similar search for resources in their state.

Jake also calls United Way 211 for information on emergency rent assistance programs. United Way 211 is a nationwide service that provides information about regional housing, food, childcare, health, and other services.

Let's take a look at the information Jake gathers. You'll notice that he focuses on eligibility standards and services so he can refer clients to the program that best matches their needs.

<b>Program Name</b>	<b>Eligibility</b>	<b>Services</b>
AIDS Rent Resource Center Contact: William 555-8688	<ul style="list-style-type: none"><li>• Persons with HIV/AIDS</li><li>• Must attend a workshop</li></ul>	<ul style="list-style-type: none"><li>• One-time rent assistance and back rent to prevent eviction</li></ul>
Washington Street Church Contact: Rev. Peterson 555-5525	<ul style="list-style-type: none"><li>• Complete application</li></ul>	<ul style="list-style-type: none"><li>• Utility payment</li></ul>
City Eviction Defense Contact: Maria 555-6667	<ul style="list-style-type: none"><li>• Not receiving housing or rent assistance from other organizations or programs</li></ul>	<ul style="list-style-type: none"><li>• One-time grant to prevent eviction</li><li>• Drop-in clinic for eviction legal assistance (multilingual services)</li></ul>
Eagle Assistance Agency Contact: Mitchell 555-0009	<ul style="list-style-type: none"><li>• Veterans</li><li>• Must have lived in the home for at least one year</li></ul>	<ul style="list-style-type: none"><li>• Rent and arrearages</li><li>• Career transition counseling</li><li>• Financial management courses</li></ul>

*Note: These programs are fictional and have been created for educational purposes only. However, the eligibility requirements, services, and other information are representative of that which a real program would carry.*

## KNOWLEDGE CHECK 1

Jake has clients in all of the following situations. Which client would Jake likely recommend contact an emergency rent assistance program?

- A. The client wants to quit working to return to college and will need help paying for rent while in school.
- B. The client cannot afford a rental in the area and needs a housing subsidy to obtain a rental.
- C. The client has been living with a roommate who suddenly moves and does not leave his portion of the month's rent.
- D. The client has been notified that her rent will increase by \$200 per month if she decides to remain in her apartment after her lease comes up for renewal in four months. She cannot afford to pay an additional \$200 a month.

## RENTAL EVICTION PROCESS

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### LOCAL JURISDICTION'S EVICTION PROCESS

Jake has seen that once eviction proceedings begin, tenants who understand the process are often able to resolve problems before being evicted from their homes. So, Jake moves on to research the next topic: the local jurisdiction's eviction process.

He looks at the process for both nonpayment and holdover eviction cases. Nonpayment cases, or cases where tenants don't pay rent, are the most common. Holdover evictions are cases where the landlord is evicting someone who breaches terms of the lease unrelated to payment.

We'll look at the notes that Jake takes about his jurisdiction's eviction process. The components of Jake's eviction process are similar to that which exist in most jurisdictions, but each jurisdiction has unique variations.

We'll also see the options that he plans to recommend or discourage his tenants take at each step of the process. Jake's primary goal is to educate clients about their options, and he encourages clients in need of legal advice to consult with an attorney.

## **Notice to Tenant**

### **Local Jurisdiction Procedures**

When: Start of the Eviction Process

The landlord, or someone appointed by the landlord, delivers a written or oral notice that includes the following:

- Reason the landlord wants tenant evicted
- Steps tenant can take to avoid eviction
- Number of days in which the tenant must pay rent/begin abiding by the lease to avoid eviction or voluntarily move out

*Note: Also called Late Letter, Notice to Vacate Letter, Notice to Quit, Eviction Notice Letter, Notice of Termination, Rental Eviction Notice, or Notice to Vacate (the Premises)*

### **Timeline for Different Notice Types**

The type of notice delivered determines the number of days a tenant has to resolve the issue. Tenants must pay rent or cure the violation of the lease to avoid eviction.

1. Pay rent or quit notice: Three to five days
2. Cure or quit notice: Immediately to 30 days
3. Unconditional quit notice: Immediately to 30 days

In some cases, tenants are not given the option to resolve the issue and remain in the property. Though they may have various associated timetables, tenants must vacate after certain offenses, such as:

- Selling illegal substances on the premises.
- Presenting inaccurate information about criminal record, criminal activity, or prior evictions.
- Repeating the same lease violation within six months.

### **Possible Client Actions**

Recommend:

- Take steps to cure the violation, as outlined in the notice. In nonpayment cases, if a landlord accepts rent from a tenant at any time, the eviction process legally ends.
- Vacate voluntarily if client is unable to resolve the issue and has somewhere else to go.
- Deny the problem if the reason the landlord cites for eviction is not accurate. Refer the client to a legal aid agency.

Discourage:

- Ignore the notice.



## Notice of Petition

### Local Jurisdiction Procedures

When: After the Period Allowed in the Notice to Tenant

A landlord can file an **unlawful detainer** complaint if the tenant has not paid rent or cured the violation of the lease by the end of the period outlined in the notice to the tenant. This prompts the court to serve the tenant a notice of petition.

When: Once the Landlord Files an Unlawful Detainer

The court serves the tenant a notice of petition, which includes:

- The reason the landlord wants the tenant to be evicted.
- A request for an “answer.”
- A due date for answer, typically five days after being served a notice.
- A request for the tenant’s presence in court.
- A court date.
- The consequences of not appearing in court.

*Note: The tenant gives an answer, or “response,” to the Clerk of the Housing Court, either as a written response or oral response. The answer will explain any arguments that counter the landlord’s claims. For example:*

- *The tenant has already paid rent or a portion of the rent.*
- *The landlord has neglected to repair the apartment as needed.*

*Generally, the tenant also includes documentation supporting the counterargument in the answer.*

*In most cases, the answer must be returned within five days. It is important to emphasize this to clients.*

### Possible Client Actions

Recommend:

- Take steps to cure the violation. In nonpayment cases, if a landlord accepts rent from a tenant at any time, the eviction process legally ends.
- Submit an answer to the court. Refer the client to a legal aid agency.

Discourage:

- Ignore the notice. Those who do not answer the petition within the allotted time period will automatically lose the case and will be evicted.

### Unlawful Detainer

The act of retaining possession of property without legal right. The term ordinarily refers to the conduct of a tenant who is in possession of an apartment or leased property and refuses to leave the premises upon expiration or termination of the lease.

## **Court Hearing**

### **Local Jurisdiction Procedures**

When: 5–12 Days after the Notice of Petition Is Served

The court hearings include a resolution component and a trial component.

The resolution component is the first part of the court hearing. The landlord and tenant discuss possible agreements. For example, they can agree on a payment plan, which permits the tenant a certain period of time to pay off any overdue rent.

If they do not reach an agreement during resolution, the case goes before a judge who issues a final judgment.

### **Possible Client Actions**

Recommend:

- Appear in court. Recommend that clients bring:
  - Any written communication they have with the landlord.
  - Lease and renewal leases.
  - Proof of rent payment.
  - Photographs of problems in the rental unit.
- Come to an agreement during the resolution. Recommend that clients then pay the amount owed, or cure the violation of the lease, by the date specified so that the eviction process legally ends. When tenants are not able to adhere to the agreement, they can later request a deadline extension from the court.

Discourage:

- Don't appear in court. Those who don't appear in court will automatically have a judgment placed on their record.

*Note: Filing fees for the eviction court process are charged to the tenant and added to the judgment. In some cases, a judgment of \$1,000 could increase to as high as \$6,000 when filing and other fees are added.*

## Final Judgment

### Local Jurisdiction Procedures

When: Within Five Days of Court Hearing

The tenant must pay the judgment or cure the violation of the lease if the judge decides the client is at fault. Tenants may also choose to appeal during this period.

### Possible Client Actions

Recommend:

- Abide by the final judgment. If the tenant pays rent or cures the violation of the lease within a five-day period, the case will be closed.
- Appeal the final judgment.

Discourage:

- Ignore the final judgment. Those who do not pay rent or cure the violation of the lease within five days of the final judgment will be evicted.

## Eviction

### Local Jurisdiction Procedures

When: Final Judgment Made, 72-Hour Warning Issued

If the tenant does not respond to the final judgment during the appeal period, the landlord can file to issue a **writ of possession**, authorizing the removal of a tenant and his/her belongings from the rental unit. A copy of the writ of possession, which includes the date and time after which the eviction can take place, must be delivered to the tenant at least 72 hours before the eviction. After the 72-hour period, the landlord has two eviction options:

1. Lock Change Eviction: The landlord changes the lock on the unit but allows the tenant 24 hours of access to the unit to remove his/her possessions. Any possessions remaining after that period become the landlord's property.
2. Forcible Eviction: A law enforcement officer executes the eviction, forcibly removing the tenant and his/her belongings if necessary.

### Writ of Possession

A court order that serves as an eviction from a property. The writ outlines the specific time a person has to vacate the property before authorizing an official to forcibly remove a person and his/her belongings from a property.

### Possible Client Actions

Recommend:

- Remove personal belongings as soon as possible.
- Contact housing counselor for help to arrange post-eviction housing.

Discourage:

- Leave personal belongings behind.

*Note: This eviction process is fictional and has been created for educational purposes only. While the overall legal process will be similar in most jurisdictions, the timetable will vary. Housing counselors should advise clients in need of legal advice to contact a legal aid office.*

## KNOWLEDGE CHECK 2

The scenarios listed below involve clients who are facing possible eviction for violating a no-pet clause in their leases. Match each scenario on the left with the appropriate client action that a housing counselor would likely recommend to someone facing possible eviction.

- |  |   |
|--|---|
| A. A client with two cats has received a cure or quit notice.  | ___ 1. Consult with a housing counselor to find housing in preparation for the forced eviction. |
| B. A client with an assistance dog ignores a notice to the tenant and is subsequently served a notice of petition.   | ___ 2. Send an “answer” to the court explaining that the animal is not considered a pet.        |
| C. After the client with an iguana ignores several notices, the landlord changes the locks and advises him that he will be allowed to access the rental unit for only 24 more hours. | ___ 3. Find another home for the animal within the time period outlined by the judge.           |
| D. The client with a ferret goes to trial, and the final judgment declares her to be at fault.   | ___ 4. Find another home for the animal within the time period outlined in the notice.          |

## HOW TO AVOID EVICTION

### LOCAL LEGAL AID PROGRAMS

Although Jake will be able to explain the eviction process to his clients and describe options they have at different points along the way, he cannot offer them legal advice. When necessary, he plans to refer clients to legal aid services for legal advice.

Legal aid programs offer low-cost or free advice, services, or ongoing legal representation to disadvantaged individuals. Typically, legal aid programs limit their services to residents of, or individuals with legal issues arising in, certain counties or cities.

Service is also normally limited to areas of civil (non-criminal) law, which includes tenant-landlord issues.

To find information about legal aid programs in his region, Jake uses his agency's resource list to identify legal aid providers with whom the agency partners. Jake finds two providers and visits each agency's website to learn more.

In the event of a disaster or national emergency, like the COVID-19 National Emergency, housing counselors should visit the [HUD Exchange](#) to stay informed on relief options and other resources that will assist clients with their housing needs.

Let's take a look at the information he found.

Program Name	Eligibility ②	Services	Other
South Mountain Legal Aid Contact: Michael ① 442-2222	Low-income individuals with legal problems arising in the counties of Dylan, Carmen, Forestville, and Kaye, and the cities of Richfield, Loran, and Fieldsview	<ul style="list-style-type: none"><li>• Most areas of civil law</li></ul>	<ul style="list-style-type: none"><li>• Online intake application available</li><li>• Phone intake available Monday–Thursday, 9 a.m. to 12 p.m.</li></ul>
Legal Services of Northern State Contact: Josh 777-7727	Low-income, elderly, or disabled residents of Booneston, Methot, and Hourihan counties	<ul style="list-style-type: none"><li>• Most areas of civil law</li></ul>	<ul style="list-style-type: none"><li>• Intake applications can be hand-delivered to office on Tuesdays</li><li>• Phone intake available Monday–Friday, 11 a.m. to 3 p.m.</li></ul>

- ① It is useful for housing counselors to establish contact with each program and verify information about their eligibility criteria, available services, and intake process.
- ② Housing counselors who know the eligibility criteria for each program can best advise their clients.

*Note: These programs are fictional and have been created for educational purposes only. However, the eligibility requirements, services, and other information are representative of that which a real program would carry.*

## MANUFACTURED HOME LAND-LEASE EVICTION PROCESS

The manufactured home eviction process in most states will differ depending on the property and tenancy type. Manufactured-home owners who own the home and the land as real property are subject to the foreclosure process discussed in Module 5.1. Tenants who rent the manufactured home and the lot are subject to the same eviction processes as a tenant who rents an apartment, as described previously in this module. For those who own the manufactured home and rent the lot, many states factor into the eviction process the unique rights and responsibilities of the homeowner/tenant, the landlord, and any lender who holds a lien on the manufactured home.

Manufactured-home owners who are evicted from their lot or community must generally remove their home from the lot, which can be very costly. Additionally, the home could be damaged in the move. Because of this, most state landlord and tenant laws provide specific considerations for manufactured-home owners on leased lots.

For example, in some states, a manufactured-home owner who rents a space or site in a licensed manufactured home park can only be evicted for “just cause,” such as:

- Nonpayment of rent.
- Violating the lease, including failure to maintain grounds.
- Criminal, dangerous, or disruptive behavior.
- Repossession of the manufactured home by the lender.
- Moving into the property without the landlord’s permission.

Landlords can also refuse to renew a lease with just cause, which could result in a hold-over eviction if the tenant does not remove the home when the lease ends.

Once just cause has been identified, the landlord will send the tenant an eviction notice, which begins the eviction process. If the issue has not been cured after the amount of time specified in the notice, the landlord must then file an unlawful detainer in court to remove the home from the site. The tenant has a limited number of days to respond. If they don’t respond, the court will issue a default judgment in the landlord’s favor. The court may still decide in favor of the landlord if the tenant appears and order the tenant to leave the site, taking the home with them.

Some states permit the landlord to charge storage fees and/or seize the home if it is not removed from the lot after eviction. In some cases, the landlord can move the home to beyond their property line and charge the homeowner for the moving costs as part of the eviction judgment.

Often times, tenants in a manufactured home community may be evicted because the landlord decides to sell the community or re-develop the land for another purpose. In cases

where the landlord decides to change the land use or sell the land, most states require that tenants be given generous advance notice—often six months to one year—in writing. The notice must do the following:

- Inform the tenant of the intended change of land use.
- Advise the tenant of the need to secure another location for the manufactured home.
- Provide a relocation plan to assist tenants.

If the lease is ended due to change of land use, tenants may be entitled to moving expenses as well as reimbursement for a manufactured home that is too old to be moved.

### **Lienholder Rights and Responsibilities**

As a lienholder on the manufactured home, the lender has a right to the home as collateral, which factors into the eviction process. Depending on the leniency of the lender and the terms of the loan agreement, the homeowner may need permission from the lender to relocate the home upon eviction.

In the event a manufactured-home owner is being evicted and has defaulted on the home loan, the lender will often work with the manufactured home community owner to negotiate the back rent and storage fees to be paid until the home is sold or removed from the park by the lender. In most cases, the fees paid by the lender can be added to the judgment against the borrower resulting from the repossession.

### **Relocating a Manufactured Home upon Eviction**

Manufactured-home owners facing eviction who are interested in relocating their home should consider the steps required to move as well as the costs, laws, and risks involved. Housing counselors should encourage clients to consider the following factors when deciding whether to relocate or to sell or abandon the home:

*Condition of the home.* Depending on the size, age, and general condition of the home as well as the distance to the new site, it may be too risky to relocate a manufactured home. In most states, a home must be in suitable condition to move before a permit will be issued.

*Cost to move the home.* Manufactured-home owners facing eviction due to non-payment of rent may not be able to afford the \$5,000-\$20,000 it may cost to relocate their home. The cost of detaching the home from the site and utilities; transporting and reattaching the home to the new site and utilities; and the materials, permits, and insurance may be out of reach.

*Finding a new site.* Manufactured-home owners with an eviction in the public record may find it difficult to become approved for a site in a new manufactured home community. When planning to move a home to vacant land outside of a manufactured home community, manufactured-home owners must first verify their home meets

the proper building codes and zoning requirements of the region. Additionally, a manufactured home should never be placed in a more restrictive wind, thermal, or roof load zone than that for which it was built.

*Hiring qualified movers.* Manufactured-home owners should search for an experienced moving company with the appropriate insurance. They should be licensed to move homes in the original state and any other states the home might pass through. The company should be able to acquire the necessary permits and bonds and should know whether or not a police escort is needed.

## RENTAL EVICTION PROCESS

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### COUNSELING ON EVICTION PROCESS

The same week that Jake learns about his jurisdiction's eviction process and legal aid programs, he is able to use the information to assist a client named Ying. Let's listen in on his Skype counseling session with Ying.



*A client, Ying*

**YING.** I don't know what to do! I received a notice today requesting that I come to court. It says that I will be evicted if I do not go.

**JAKE.** Did you receive any other notices requesting that you pay rent or begin abiding by any other component of the lease?

**YING.** Yes, about three weeks ago, I received a notice saying that I needed to pay rent or vacate in five days.

I did not do either. I will not pay rent until my landlord fixes the ceiling, which leaks whenever it rains. I have called him at least ten times to tell him, but he never answers his phone.

**JAKE.** Okay, we can make a plan together that, if followed, will help you avoid eviction and all the fees associated.

First, you need to write an "answer" to the clerk of the court that explains that you have not paid rent because there are repairs that the landlord has neglected to make. You'll need to include a record that you have made timely payments in the past as well as documentation of your repair requests.

I will give you the contact information for a legal aid service that can give you further guidance on submitting your answer. Based on your income, I believe you will qualify for assistance free of charge.

It is essential that you bring your answer to the court in the next five days, as outlined in the notice you received.



**YING.** Will that fix everything?

**JAKE.** No, you will still need to appear in court on the assigned date.

Before then, take pictures of spots where the ceiling is leaking and bring them to court with you. Also, bring proof that you paid rent on time during your entire tenancy, up until this issue began.

**YING.** I am nervous about going to court. What will it be like?

**JAKE.** There will be two phases of the court process, the resolution phase and the trial phase.

During resolution, you will seek to reach an agreement with the landlord.

**YING.** What kind of agreement?

**JAKE.** In your case, the agreement might state that the landlord will fix the ceiling by a certain date, and you will pay him all of the overdue rent by a certain date.

Make sure you understand and agree to any conditions of the agreement reached in the resolution.

## **AFTER EVICTION**

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### **LOCAL EMERGENCY SHELTERS**

When clients seek help from Jake after an eviction is finalized, his first priority is to help them find an immediate place to stay. While new permanent housing is ideal, clients may need access to temporary solutions while they search for stable long-term housing.




He encourages clients to first reach out to family and friends who might be willing to host them for free or for an affordable fee. When that is not an option, he refers them to local emergency shelters that offer temporary housing and services to those in immediate need.


Let's take a look at the list of local emergency shelters he put together.

**YING.** Is there still a trial phase if we reach an agreement during the resolution phase?

**JAKE.** If you reach a satisfactory agreement during resolution, you will not need to go to trial, and you will not be evicted.

Since Ying spoke with Jake before her eviction was finalized, she had several options to avoid eviction. Let's now take a look at how Jake helps clients whose eviction has been finalized.

Shelter	Eligibility ②	Services	Other
<p>Jaime's Place:  <a href="#">Contact: Jeff</a> ①  555-5555</p> 	<ul style="list-style-type: none"> <li>• Male</li> <li>• Over 18</li> <li>• Willing to participate in courses and a job search program</li> </ul>	<ul style="list-style-type: none"> <li>• Breakfast, lunch, dinner</li> <li>• Shower</li> <li>• Bed</li> <li>• Free clothing</li> <li>• Financial management education</li> <li>• Job search program</li> <li>• Substance abuse rehab</li> <li>• On-site medical clinic</li> </ul>	<ul style="list-style-type: none"> <li>• Intake begins at 5:30 p.m. daily</li> <li>• 24-hour access for enrolled guests</li> <li>• <a href="#">30-day stay</a> ③ <a href="#">maximum</a></li> <li>• Shuttle pickup</li> <li>• <a href="#">All services free</a> ④</li> </ul>
<p>999 East Shelter  Contact: Rachel  212-2222</p> 	<ul style="list-style-type: none"> <li>• Homeless or runaway youth</li> <li>• Ages 13–18</li> <li>• Cannot accept teens six months pregnant or more</li> </ul>	<ul style="list-style-type: none"> <li>• Lunch, dinner</li> <li>• Shower</li> <li>• Bed</li> <li>• Laundry</li> <li>• Counseling</li> <li>• Family mediation</li> <li>• Job skills training</li> <li>• Health education</li> </ul>	<ul style="list-style-type: none"> <li>• Intake from 7:00 p.m. to 8 a.m. daily</li> <li>• 45-day stay maximum</li> <li>• 24-hour stay maximum if part of the foster care program</li> <li>• All services free</li> </ul>
<p>The Family Shelter  Contact: Joe  232-3333</p> 	<ul style="list-style-type: none"> <li>• Families with minor children</li> </ul>	<ul style="list-style-type: none"> <li>• Family apartments</li> <li>• Breakfast, dinner</li> <li>• Marriage and family therapist</li> <li>• Case management</li> <li>• Career counseling</li> <li>• Multilingual services</li> </ul>	<ul style="list-style-type: none"> <li>• Intake 24 hours</li> <li>• 90-day stay maximum</li> <li>• Rent payment is 30% of adjusted income</li> <li>• City bus passes provided</li> </ul>

Shelter	Eligibility	Services	Other
Miriam's Home Contact: Joanna 333-4444 	<ul style="list-style-type: none"> <li>• Female, with or without children</li> <li>• Over age 18</li> <li>• Income must be 100% of poverty level or lower</li> <li>• Able to function independently</li> </ul>	<ul style="list-style-type: none"> <li>• Breakfast, lunch, dinner</li> <li>• Dorm-style rooms</li> <li>• Job skills training</li> <li>• Case management services: life skills, employment, hygiene, drug rehab</li> </ul>	<ul style="list-style-type: none"> <li>• Intake from 7:00 p.m. to 7:00 a.m.</li> <li>• 45-day stay maximum</li> <li>• All services free</li> </ul>

- 1 It is useful for housing counselors to establish contact with each shelter and verify information about their eligibility criteria and available services.
- 2 Housing counselors who know the eligibility criteria for each program can best advise their clients.
- 3 When suggesting action steps to clients seeking post-eviction housing, it is useful for clients to know the maximum amount of time that they will be able to remain in the emergency shelter. Most shelter-stay maximums do not exceed 90 days.
- 4 While most shelters offer free services, some may require residents to pay a portion of their income.

*Note: These programs are fictional and have been created for educational purposes only. However, the eligibility requirements, services, and other information are representative of that which a real program would carry.*

### KNOWLEDGE CHECK 3

All of the following clients are facing challenges with rental housing. Which client would Jake likely refer to an emergency shelter?

- A. The client had an unexpected medical expense and knows she will not be able to afford utilities for several months.
- B. The client cannot afford a rental in the new area where he plans to move.
- C. The client has received a pay rent or quit notice.
- D. The client did not pay rent within five days of the final judgment and will be evicted in 24 hours.



## KNOWLEDGE CHECK 4


One of Jake's clients, Anna, has been informed by the City Marshal that she has 72 hours to move out of her rental home. Jake recommends that she temporarily live in an emergency shelter. Which statement is **false** based on what you know about homeless shelters?

- A. Homeless shelters do not allow individuals to stay longer than 90 days.
- B. Homeless shelters provide training, counseling, and/or case management.
- C. Homeless shelters may require residents to pay a small fee for admittance.
- D. Homeless shelters accept anyone who arrives during intake hours.

## TRANSITIONAL SHELTERS

Before meeting with his next clients, who are facing eviction, Jake reviews the information he compiled about local transitional shelters. These shelters offer housing and support to individuals who are ready to leave emergency shelters but still need assistance transitioning to independence. Let's see what he finds.

Shelter	Eligibility ②	Services	Other
New Day Shelter Contact: Josh ① 989-9999 	<ul style="list-style-type: none"> <li>Male</li> <li>Over age 18</li> <li>Police clearance</li> <li>Tuberculosis test</li> </ul>	<ul style="list-style-type: none"> <li>Breakfast, lunch</li> <li>Private rooms</li> <li>Rehabilitation programs</li> <li>Housing counseling</li> <li>Alumni services</li> </ul>	<ul style="list-style-type: none"> <li>Intake 7 days a week</li> <li>9-month stay ⑤ maximum</li> <li>Pay 30% of adjusted income as rent ⑥</li> </ul>
The Family Shelter Contact: Joe 232-3333 	<ul style="list-style-type: none"> <li>Complete application process</li> <li>Referred by prior shelter or facility ③</li> <li>Adults must be working or in an educational program</li> </ul>	<ul style="list-style-type: none"> <li>Family apartments</li> <li>Breakfast, dinner</li> <li>Case management ④</li> <li>Alumni services</li> <li>Multilingual services</li> <li>Holiday Adopt-a-Family program</li> <li>Youth tutoring, sports, and art classes</li> </ul>	<ul style="list-style-type: none"> <li>12-month stay maximum</li> <li>Pay 30% of adjusted income as rent</li> <li>City bus passes provided</li> </ul>

Shelter	Eligibility	Services	Other
West Street Church Contact: Judy 245-6789 	<ul style="list-style-type: none"> <li>• Female, with or without children</li> <li>• Referred by County Sheriff's department or prior shelter</li> </ul>	<ul style="list-style-type: none"> <li>• Breakfast, lunch, dinner</li> <li>• Semi-private rooms</li> <li>• Case management</li> <li>• Legal advocacy</li> <li>• Domestic violence education</li> <li>• Therapeutic gardening</li> <li>• Back-to-school supplies for youth</li> </ul>	<ul style="list-style-type: none"> <li>• 24-month stay maximum</li> <li>• All services free</li> </ul>

- ① It is useful for housing counselors to establish contact with each shelter and verify information about their eligibility criteria and available services.
- ② Housing counselors who know the eligibility criteria for each shelter can best advise their clients.
- ③ Many transitional shelters only accept residents who have already participated in a short-term program, such as those offered by emergency shelters.
- ④ Case management programs help individuals establish independent living and are a common component of transitional shelters.
- ⑤ When suggesting action steps to clients seeking post-eviction housing, it is useful for clients to know the maximum amount of time they will be able to remain in the transitional shelter. Most shelter stay maximums do not exceed 24 months.
- ⑥ While some shelters offer free services, others may require residents to pay a portion of their income.

*Note: These programs are fictional and have been created for educational purposes only. However, the eligibility requirements and intake options are representative of that which a real program would carry.*

## CLIENT ACTION PLAN AFTER EVICTION

Let's now observe a session that Jake has with his clients Anthony and Mercy, who are facing eviction.

After preparing the clients' budget, Jake continues filling out a Client Action Plan. He knows that Anthony and Mercy are facing eviction, but he asks for further details in order to identify their specific goals and suggest appropriate action steps.



*Two Clients, Anthony and Mercy*

**JAKE.** Can you describe a bit more about your housing and eviction situation?

**ANTHONY.** We have rented our apartment for the past three years, but yesterday the City Marshal appeared at our door and said that in 72 hours he would be taking all of our possessions from our apartment if we didn't do it ourselves first.

**JAKE.** Were you contacted by the court or your landlord prior to this?

**MERCY.** Yes, but we hadn't responded yet because they were asking for us to pay rent, and we didn't have enough money. We were planning to pay first thing when Anthony got a new job, but that didn't happen as soon as we expected.

**JAKE.** Well, I think the best thing to do now is make a plan for where you will stay tomorrow night, and where you will stay until you are able to rent another apartment.

**ANTHONY.** We called our cousin William before meeting with you to see if he will let us stay with him.

**MERCY.** He said no because his in-laws are staying with him for the month, and they only have two bedrooms. William is our only relative in the area, so we don't really have anywhere else to go.

Jake then writes down detailed steps on a Client Action Plan for Anthony and Mercy as they discuss options. Let's take a look at the Client Actions/Tasks portion.

Client Action Plan																								
<b>File #:</b> ATL00770	<b>Counselor:</b> Jake	<b>Client(s) Name:</b> Anthony and Mercy																						
<b>Date:</b> July 10, 2020	<b>Purpose of Visit:</b> Eviction Counseling																							
<b>Housing Goal(s):</b> <ol style="list-style-type: none"> <li>1. Arrange emergency housing</li> <li>2. Prepare to rent another apartment</li> </ol>																								
<b>Obstacle(s):</b> <ol style="list-style-type: none"> <li>1. Imminent eviction</li> <li>2. No employment or other source of income</li> <li>3. High debt and low credit score</li> </ol>																								
<b>Financial Snapshot:</b> <table> <tr> <td><b>Current Credit Score</b></td> <td><b>590</b></td> </tr> <tr> <td><b>Current Savings</b></td> <td><b>\$0</b></td> </tr> <tr> <td><b>Gross Monthly Income (GMI)</b></td> <td><b>\$0</b></td> </tr> <tr> <td><b>Net Monthly Income</b></td> <td><b>\$0</b></td> </tr> <tr> <td><b>Current Monthly Expenses</b></td> <td><b>\$300</b></td> </tr> <tr> <td><b>Monthly Debt Obligations</b></td> <td><b>\$426</b></td> </tr> <tr> <td><b>Discretionary Income Left Over</b></td> <td><b>\$0</b></td> </tr> <tr> <td><b>Current Mortgage/Rent (circle one)</b></td> <td><b>\$0</b></td> </tr> <tr> <td><b>Housing Ratio</b></td> <td><b>0%</b></td> </tr> <tr> <td><b>Debt-to-Income Ratio</b></td> <td><b>100%</b></td> </tr> <tr> <td><b>Housing &amp; Transportation Ratio (renters)</b></td> <td><b>0%</b></td> </tr> </table>		<b>Current Credit Score</b>	<b>590</b>	<b>Current Savings</b>	<b>\$0</b>	<b>Gross Monthly Income (GMI)</b>	<b>\$0</b>	<b>Net Monthly Income</b>	<b>\$0</b>	<b>Current Monthly Expenses</b>	<b>\$300</b>	<b>Monthly Debt Obligations</b>	<b>\$426</b>	<b>Discretionary Income Left Over</b>	<b>\$0</b>	<b>Current Mortgage/Rent (circle one)</b>	<b>\$0</b>	<b>Housing Ratio</b>	<b>0%</b>	<b>Debt-to-Income Ratio</b>	<b>100%</b>	<b>Housing &amp; Transportation Ratio (renters)</b>	<b>0%</b>	<b>Income Summary:</b> <ul style="list-style-type: none"> <li><input type="radio"/> Full Time Employment</li> <li><input type="radio"/> Part Time Employment</li> <li><input type="radio"/> Self-Employment</li> <li><input type="radio"/> Child Support</li> <li><input type="radio"/> Spouse/Partner Employment</li> <li><input type="radio"/> Pension</li> <li><input type="radio"/> Retirement/Soc Sec</li> <li><input type="radio"/> Other</li> </ul>
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<b>Housing &amp; Transportation Ratio (renters)</b>	<b>0%</b>																							
<b>Housing Preferences:</b>	<i>Needs</i>	<i>Wants</i>																						
<i>Types &amp; Features</i>	n/a	n/a																						
<i>Location</i>	n/a	n/a																						
<b>Counselor Actions/Tasks and Time Frames:</b> <ol style="list-style-type: none"> <li>1. Contact Joe at Family Shelter to verify availability, and then arrange transportation for Mercy and Anthony.</li> <li>2. Set up a follow-up meeting for August 10, 2020.</li> </ol>																								
<b>Client Actions/Tasks and Time Frames:</b> <ol style="list-style-type: none"> <li>1. Pack up possessions by 1:00 p.m. tomorrow.</li> <li>2. Prepare for pickup by Family Shelter shuttle at 2:00 p.m. tomorrow.</li> <li>3. Register for a case manager and career counseling during intake tomorrow.</li> <li>4. Complete application for the transitional program component of the Family Shelter after 90 days (if recommended by your case manager).</li> </ol>																								

<b>Referral(s):</b> 1. The Family Shelter (Joe) – 232-3333	
<b>Next Appointment:</b> August 10, 2020	
<b>Client Signature:</b> <i>Mercy Anthony</i>	<b>Date:</b> July 10, 2020
<b>Counselor Signature:</b> <i>Jake</i>	<b>Date:</b> July 10, 2020

## KNOWLEDGE CHECK 5

Tamika is trying to decide whether staying in a transitional shelter is the right option for her and calls Jake for advice. Which statement is **false** based on what you know about transitional shelters?

- A. They typically house those who are ready to leave emergency shelters but still need assistance transitioning to independence.
- B. They are a viable option for affordable housing.
- C. Some shelters offer programs to help youth residents.
- D. Each has unique criteria that determines who will be accepted.

## SUMMARY

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In this module, you learned to:

- 1. Analyze a client's rental delinquency, assisting the client to draft action steps that may lead to the avoidance of eviction.
- 2. Apply knowledge of the basic eviction process, general timelines, and associated documents to assist a client to avoid eviction by better understanding the process.
- 3. Apply knowledge of resources to help clients find housing after an eviction is finalized.



### KNOWLEDGE CHECK ANSWER KEY

1. **(C) The client has been living with a roommate who suddenly moves and does not leave his portion of the month's rent.**

If the roommate did not leave his portion of the rent, the client may not have enough money to pay the full amount of rent. If he does not pay in full, he may be threatened by eviction. Emergency rent assistance programs are likely to assist in this situation.

Incorrect answers: (A) The client wants to quit working to return to college and will need help paying for rent while in school—Emergency rent assistance programs typically offer one-time grants to help pay for rent or other housing expenses in emergency situations that are out of an individual's control. This client would not likely qualify for such programs since she would be choosing to quit a job and would need long-term assistance; (B) The client cannot afford a rental in the area and needs a housing subsidy to obtain a rental—Applying for a long-term rent assistance program, such as the Housing Choice Voucher Program, would be a better fit for this client; and (D) The client has been notified that her rent will increase by \$200 per month if she decides to remain in her apartment after her lease comes up for renewal in four months. She cannot afford to pay an additional \$200 a month—Since the rent increase is four months away, the client has several other options to solve her predicament before resorting to emergency rent assistance programs. During those four months, she can work with a housing counselor to adjust her budget, seek additional sources of income, search for more affordable housing, or apply for a long-term rent assistance program.

2. **Correct matched items:**

(C) After the client with an iguana ignores several notices, the landlord changes the locks and advises him that he will be allowed to access the rental unit for only 24 more hours: 1. Consult with a housing counselor to find housing in preparation for the forced eviction.

(B) A client with an assistance dog ignores a notice to the tenant and is subsequently served a notice of petition: 2. Send an “answer” to the court explaining that the animal is not considered a pet.

(D) The client with a ferret goes to trial, and the final judgment declares her to be at fault: 3. Find another home for the animal within the time period outlined by the judge.

(A) A client with two cats has received a cure or quit notice: 4. Find another home for the animal within the time period outlined in the notice.

**3. (D) The client did not pay rent within five days of the final judgment and will be evicted in 24 hours.**

Emergency shelters offer temporary housing and services to those in immediate need.

Incorrect answers: (A) The client had an unexpected medical expense and knows she will not be able to afford utilities for several months—A rent assistance program may be better to contact in this circumstance; (B) The client cannot afford a rental in the new area where he plans to move—A long-term rental assistance program may be better to contact in this circumstance; and (C) The client has received a pay rent or quit notice—At this point, there are still steps that the client can take to prevent eviction.

**4. (D) Homeless shelters accept anyone who arrives during intake hours.**

Each emergency shelter has unique criteria that determine who will be accepted, and not everyone will qualify.

Incorrect answers: (A) Homeless shelters do not allow individuals to stay longer than 90 days—Each shelter sets its own maximum stay period, but most do not exceed 90 days; (B) Homeless shelters provide training, counseling, and/or case management—Although each shelter varies in the services it provides, most offer some type of training, counseling, and/or case management; and (C) Homeless shelters may require residents to pay a small fee for admittance—Although most emergency shelters offer all services for free, some require residents to pay a portion of their adjusted income as rent.

**5. (B) They are a viable option for affordable housing.**

Transitional shelters are temporary housing solutions that serve people who are not yet ready for independent living and prepare residents to find affordable housing.

Incorrect answers: (A) They typically house those who are ready to leave emergency shelters but still need assistance transitioning to independence—Transitional shelters typically host those who have been staying at an emergency shelter or other support facility; (C) Some shelters offer programs to help youth residents—In Jake's area, and in most areas, there are shelters that will accept parents and their children. They may offer programs for the youth such as youth tutoring, sports, classes, or free school supplies; and (D) Each has unique criteria that determines who will be accepted—For example, some shelters might only accept women, and others might only accept men.

## RESOURCES

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### **HUD.GOV**

[www.hud.gov](http://www.hud.gov)

### **HUD PUBLIC HOUSING AUTHORITY CONTACT INFORMATION BY STATE**

[www.hud.gov/program\\_offices/public\\_indian\\_housing/pha/contacts](http://www.hud.gov/program_offices/public_indian_housing/pha/contacts)

### **HUD RENTAL HOUSING TOOLKIT FOR HOUSING COUNSELORS**

[www.hudexchange.info/resources/documents/Rental-Housing-Toolkit-for-Housing-Counselors.pdf](http://www.hudexchange.info/resources/documents/Rental-Housing-Toolkit-for-Housing-Counselors.pdf)

### **HUD STATE INFORMATION**

[www.hud.gov/states](http://www.hud.gov/states)

## NOTICE TO TENANT LETTER

HOME PROPERTIES, LLC  
PO BOX 101 | Anytown, USA 10101  
555-5555

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May 15, 2020

Mr. Joe Renter  
101 Tenancy Lane  
Apartment A-1  
Anytown, USA 10101

Re:	RENT FOR UNIT	101 Tenancy Lane, Unit A-1
	TOTAL AMOUNT DUE	\$1,670.50

Dear Mr. Renter:

As of the date of this letter, The Landlord Company has not received payment for the unit at 101 Tenancy Lane, Apartment A-1. The total amount due to cure the delinquency is \$1,670.50.

As a reminder, payment compliance is a requirement of the lease agreement. Rent is due on the first day of the month and considered late after the fifth day of each month. Residents shall render all late rents and fees to management only by certified check, cashier's check, or money order.

You are hereby notified that the total amount due must be paid by May 22, 2020, in order to avoid lease termination and dispossession proceedings, which would take an additional \$350.00 to cure and stop. These terms are outlined in Section 2, Paragraph 3 of your lease agreement.

We certainly hope that you can continue to occupy your unit without any further incidents, as lease termination is NOT an action we wish to pursue.

Please contact us as soon as possible to make arrangements to pay the full amount due.

Kind regards,

Jane Good  
HOME PROPERTIES, LLC  
Property Manager