Self-Determination Housing of Pennsylvania

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PREP Prepared Renter Education Program

Self-Determination Housing of Pennsylvania





About SDHP

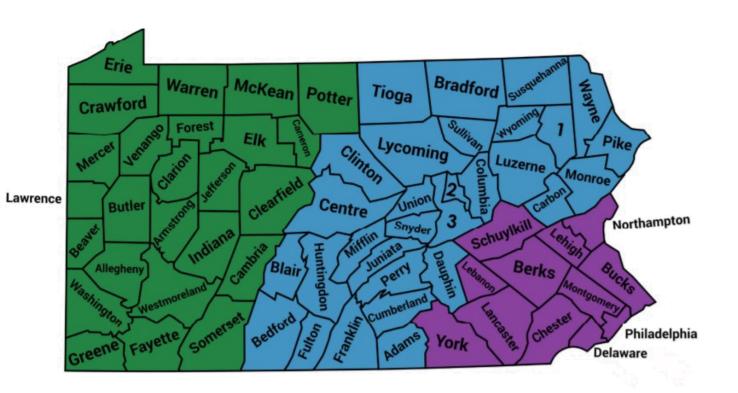
SDHP's mission is to promote self-determination and control in housing for persons with disabilities and older adults in the Commonwealth of Pennsylvania. SDHP works to:

- Bridge the information gap between the housing and disability/older adult communities
- Promote partnerships that enable people with disabilities/older adults to choose and control housing
- Increase access to affordable, accessible and integrated housing

Regional Housing Coordinators

Housing Programs and Coalitions, Landlords, Service Providers

Consumers and Program Participants



1 Lackawanna 2 Montour 3 Northumberland

Regional Map

Region 1

Region 2

Region 3

region1@sdhp.org region2@sdhp.org region3@sdhp.org



PREP Training Goals

By the end of this training, you should feel prepared to assist your clients with...

- addressing their personal history
- preparing their personal pitches to appeal to landlords
- locating housing
- understanding a lease
- preventing or dealing with potential eviction
- moving on to a new unit
- and more!



Vocabulary

Self-determination: noun

- the process by which a person controls their own life
- supported decision-making!

Equity: noun

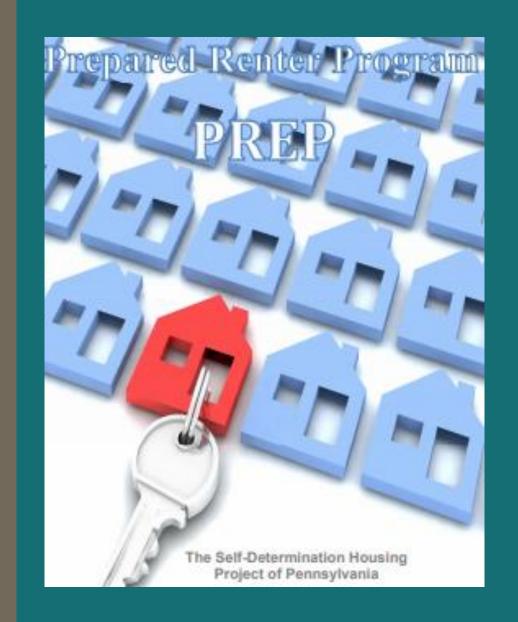
the quality of being fair or impartial





PREP Chapters

- 1. Renting Fundamentals
- 2. Preparing to Rent
- 3. Understanding Your Personal History
- 4. Putting It All Together-PREP Folder
- 5. Locating Housing
- 6. Understanding a Lease
- 7. Starting Off Right
- 8. Welcome to the Neighborhood
- 9. Working with the Landlord
- 10. Dealing with Money Problems
- 11. Dealing with Eviction
- * Appendices





PREP Appendices

- 1. Obtaining a certified copy of a birth record
- 2. Contacting the Social Security Administration
- 3. Obtaining a PA photo ID card
- 4. Annual credit report request form
- 5. Procedure to file a complaint to HUD
- 6. List of PA housing authorities
- 7. Legal advice from PA Legal Network (and agencies that provide legal services in different regions of the state)



PREP Appendices cont.

- 8. Rules about security deposits
- 9. Articles with outline of rights as a tenant for a safe, sanitary, habitable home
- 10. Legal steps if a tenant believes their rights are being violated
- 11. How tenant can request repairs from landlord that violate housing code
- 12. Sample letters
- 13. Legal process of evictions for landlords
- 14. Cleaning guide



Evictions SSI as income Com Victions SSI as income Com Victions SSI as income Com Victions SSI as income Com SSI a Common Barriers Security deposits Accessible units Moving/furnishing unit Accessible & affordable Not enough housing Accessible & affordable Fixed income 5 Bad credit Family size 5 Renovations Long waitlists Low literacy



Preparing to Rent

- Create a household budget
- Consider the hidden cost of renting
- Complete the PREP Rental Affordability Worksheet
- Collect documentation
- Review fixed costs to discover places to save \$\$\$



Inside the Mind of a Landlord

Don't overshare

Spin things in a positive light

What does a landlord care about?

- Rent paid on time
- Good neighbor
- Property maintained/well taken care of

Trainer Takeaway:

Think about what the landlord wants in a tenant and highlight those qualities in your client.



Personal History

Credit History Housing History Criminal History



Credit History

- 3 agencies for FREE ANNUAL credit reports
 - ME TO ADD NAMES
- Evictions/judgements/collections stay for <u>7 years</u>
- Professional Credit Counseling
- Prioritize credit concerns

Trainer Takeaway:

There is no quick fix for credit history.



Housing History

Consider non-traditional history

- Paid rent for a room
- Group home
- Long-term care facility
- Roommate without being on a lease

Trainer Takeaway:

Collect documentation and explore creative alternatives.



Criminal History

Know what's on the criminal record

Everyone has the right to appeal

Barriers to government subsidized housing:

- Meth production in Federally Subsidized Housing
- Sexual Offender List
- Drug related criminal activity within past 3 years

Trainer Takeaway:

Refer to the tenant selection plan and consider appealing.



Tenant Selection Plans

"The Playbook"

Proactive

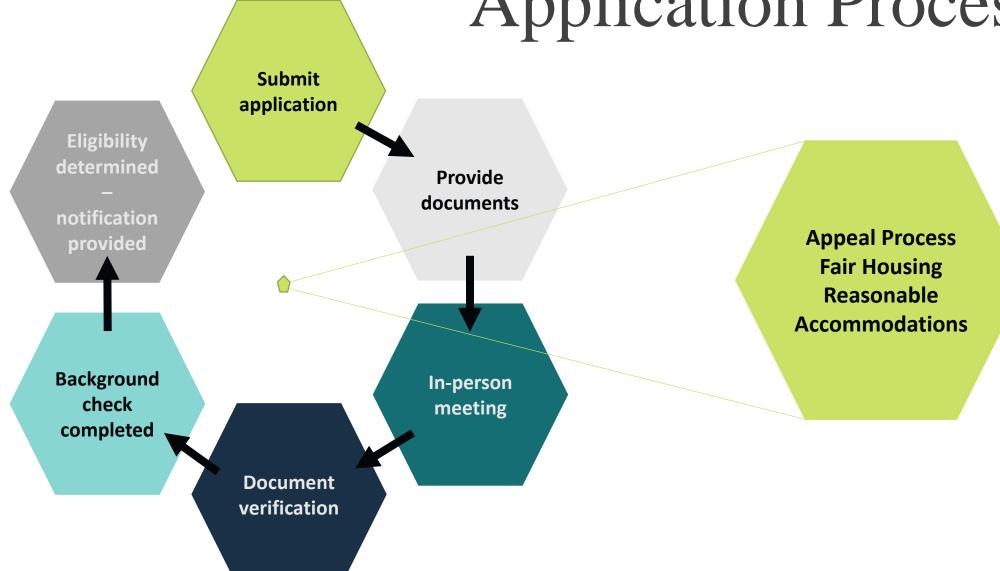
- Should your client apply here?
- Should they prepare an explanation ahead of time?
- What documents do they need to have prepared ahead of time?

Reactive

- Does the property have regulations related to the occupancy standards?
- What are they expecting in an appeal?
- What do they allow if a different unit is necessary?



Application Process





Appealing a Denial

Explanation for denial must be sent in writing

- All housing: Must state <u>reason</u> for denial
 - Must tell <u>time frame</u> for requesting hearing/meeting and <u>how</u> to request
- Public housing: must also notify the right to a hearing/review
- Multifamily housing: will often require meeting/communication with the owner



Days for a decision notice—multifamily application



Days for a decision notice—public housing or housing authority



Supports: Preparation

Assist with the collection of documents

Create digital copies for your client

Utilize the appendices within the back of the PREP manual

- Affordable Rent Worksheet
- Basic Household Data Sheet, Financial Data Sheet
- Previous Housing References
- PREP Checklist

Create a budget

Map out a timeline

Help set-up bank account





Break



Locating Housing

PAHousingSearch.com

Written advertisements: newspapers, bulletin boards, for rent signs

Craigslist

Additional Internet sites

- Rent.com
- Apartmentguide.com



Personal Pitch: What can this look like?

Ask probing questions to find your client's strengths:

- Tell me about some of your biggest challenges how did you overcome them?
- What skills do you always receive compliments on?
- What areas of your life have you been the most successful?

Trainer Takeaway:

Get creative and look into the detail of their answers- strengths may be hidden, even to them!



Personal Pitch: Case Study Example

- 31-year-old parent, one 4-year old, one 1-year old
- Parent has multiple sclerosis (MS), which impacts "Activities of Daily Living" (ADLs)
 - Receives in-home supportive services
- Receives SSDI check on the second Wednesday of every month
- Currently living with family friend-hoping to move out as it's getting too crowded
- On waitlist for Housing Choice Voucher
- Receives child support
- Has a lot of medical debt, has one credit card with balance
- Still paying toward previous utility bill

Trainer Takeaway:

Use yourself and your relationship with your client as a positive.



Personal Pitch: Your Turn!

- 1. Choose a client you are currently working with
- 2. Be careful not to share personal information
- 3. Discuss ways to pitch your client with your neighbor/group



Creating a PREP Folder

- Birth certificates (all)
- Photo IDs (18 and above)
- Social Security Cards (all)

- Proof of income
 - ✓ Social Security Award letter
 - ✓3 months of paystubs
 - √ Compass printout
 - √ Child support
 - ✓ Any form of income

Trainer Takeaway:

Keep the PREP folder in a safe and secure location, along with a copy of the signed lease once your client secures housing.



Working with Clients to Locate Housing

Understanding different affordable housing types

Consider the area

Bring another person on the walkthrough

Complete the Rental Search Tracking Sheet

Utilize the Apartment Hunting Checklist

Trainer Takeaway:

It never hurts to ask, and help your client keep an open mind in considering different communities and housing types!



Supports: Application

- Practice personal pitch
- Discuss how to dress, information to share, etc.
- Put together a PREP folder
- Provide phone conversation guide
- Fill out practice applications
- Assist with real applications
- Discuss how to avoid scams
- Go over lease terminology





Fair Housing

The Fair Housing Act protects individuals from housing discrimination based upon the following <u>protected classes:</u>



The state of Pennsylvania covers:





What is in a Lease?

- Amount of rent & security deposit
- Due date & grace period
- How to pay rent
- Other responsibilities
- Maintenance requests
- Required notice
- Pet/smoking policy
- Renewal process

86 13.	APPLIANCES INCLUDED .
87	X Stove . Refrigerator Dishwasher Dwasher Dryer Garbage Disposal Microwave
815	Air Conditioning Other Other
89	Landlord is responsible for repairs to appliances listed above unless otherwise stated here:
30	
91 14.	UTILITIES AND SERVICES Landlord and Tenant agree to pay for the charges for utilities and services provided for the
92 '	Property as marked below. If a service is not marked as being paid by the Landlord, it is the responsibility of Tenant to pay for
93	that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control.
94	Landlord Tenant Landlord Tenant
95	pays pays pays
96	☐ ☑ Cooking Gas ☐ ☑ Air Conditioning
97	☐ ☐ Cable Television ☐ ☐ Condominium Fee
98	7,00007
100	
101	☐ Cold Water Trees of Common Areas ☐ Maintenance of Common Areas ☐ Pest/Rodent Control
102	Sewage Fees Snow/Ice Removal
103	Sewer Maintenance
104	Lawn and Shrubbery Care
105	☐ BE AMouse 6
106	Comments:
107	
106 15.	TENANT'S CARE OF PROPERTY
109	(A) Teaant will:
110	 Keep the Property clean and safe.
111	Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
112	Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the
113	Property, including any elevators.
115	 Tell Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
116	5. Obey all laws. (B) Tenant will not:
117	Keep any flammable, hazardous and/or explosive materials on the Property.
118	Destroy, damage or deface any part of the Property or common areas.
119	3. Disturb the peace and quiet of other tenants or neighbors.
120	4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant
121	agrees that any changes or improvements made will belong to the Landlord.
122	5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
123	(C) Tenant is solely responsible to pay the costs for repairing any damage that is the fault of Tenant or Tenant's family or
124	guests.
125 16.	SUBLEASING AND TRANSFER
126	(A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
127	(B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without
128	Landlord's written permission.
129 17.	PETS The state of the Department of the Departme
130	Tenant will not keep or allow any pets on any part of the Property, unless checked below. Tenant may keep pets with Landlord's written permission according to the terms of the attached Rules and Regulations.
132 18.	RULES AND REGULATIONS
133	(A) Rules and Regulations for use of the Property and common areas are attached. Yes No
134	(B) Any violation of the Rules and Regulations is a breach of this Lease.
135	(C) Landlord may change the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or welfare
136	of others. Landlord agrees to provide all changes to Tenant in writing.
137	(D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
138 19.	SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS
139	(A) Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure
140	they are in working order, and will replace smoke detector batteries as needed.
141	(B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors.
142	(C) Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Landlord or Landlord's agent of any



Understanding a Lease

Verbal or written contract

Lease timelines

Important considerations

- Guest policies
- Notice to guit
- Damage policy

- Agree not to install any external antennae, which shall include but not be limited to antenna for television, CB radio, FM reception, short-wave radio & satellite dish without
- Not to bring or keep any pets on the property without the prior written approval by the
- Allow the LANDLORD to put up "for sale," "for rent," or other signs
- Move out of the property when the lease ends
- Keep nothing on the property that is highly flammable, dangerous or substantially increases the danger of fire or injury

11. LANDLORD RESPONSIBILITIES

The LANDLORD promises to:

- Maintain the property and common areas in the manner required by law
- Keep the property in good repair and good working order Continue all services and utilities that the landlord has agreed to provide
- long as the tenant obeys

DLORD RIGHTS:

- The tenant waives the Notice To Quit otherwise required by law This means that LANDLORD may require the tenant vacate and surrender the apartment immediately with no prior notice
- If the tenant fails to pay any one-month's rent on or before the due date, or the tenant breaks any other provision in this lease, the LANDLORD may end this lease immediately and file a lawsuit to evict the tenant
- Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries If the LANDLORD gets a judgment for money against the tenant, the landlord can use the court process to take your personal goods, furniture, motor vehicles and money in banks The LANDLORD may also be able to attach your wages to recover money for damages done to the property
- The LANDLORD may recover reasonable legal fees and costs from the tenant for egal actions relating to the payment of rent or the recovery of the property

- e considered abandoned by the tenant if: The property A) The tenant gives to
- rn to the property; The tenant removes his personal belongings from the property, fails to pay the rent, and does not return for (15) fifteen days;
- The tenant fails to pay the rent and does not return to the property for one month; or
- The tenant leaves personal belongings in the property after the end of the lease "If the tenant abandons the property, the LANDLORD may enter and relet the property In this case, the LANDLORD may also remove and dispose of any personal property left

The tenant cannot lease the property to any other person or let any other person take over the tenant's rights and duties under this lease, unless the landlord first gives written

15. PRIORITY OF LEASE & SALE OF PROPERTY:

If the LANDLORD sells this property, the purchaser can end this lease All mortgages that now or in the future affect the property have a priority over this lease

If the landlord sells the property, he will give the tenant written notice stating the name, address and phone number of the new landlord and where and to whom to pay rent. The landlord must also inform the tenant whether the security deposit was transferred to the new landlord If the landlord does not transfer the security deposit, the landlord must return it to the tenant as described in this lease

REPORT TO CREDIT/TENANT AGENCIES:

You are hereby notified that a nonpayment, late payment or breach of any of the terms of this tal agreement may be submitted/reported to a credit and/or tenant reporting agency, and create a negative credit record on your credit report

New Residential Lease Agreement





Moving On

Provide written notice (per lease requirements) Breaking a lease

Additional walkthrough

Security deposit

- Forwarding address
- 30 days
- Itemized receipt



Supports: Lease & Move Out

- Ask for a blank copy of the lease ahead of time
 - Lease with large print
 - Interpreter
- Discuss actual accommodations/modifications of unit before signing
- Attend the first/final walkthrough, take pictures, etc.
- Send digital copy of finalized lease to client





Supports: Successful Living

- Assist with utilities, change of address, renter's insurance, etc.
- Utilize Craigslist or Facebook Marketplace for furniture (go with your client if possible)
- Use Cleaning Checklist
- Mediate with tenant and landlord
- Revisit budget
- Discuss when/how to request repairs





Break



Needing Major Repairs?

- 1. Repair and deduct
- 2. Withhold rent
- 3. Move out
- 4. File a lawsuit
- 5. Report to disrepair to local code enforcement department consider potential condemnation!

Trainer Takeaway:

Communicate early and often with the landlord on repairs. If possible, consult with legal aid/tenant rights resources.



STOP!

PALawHelp.org

Document everything.



Financial Planning Strategies

PA Rent/Property Rebate Program

LIHEAP/UESF/Crisis

The PA Utility Law Project

Earned Income Tax Credit

VITA

PA ABLE

Communicate with the landlord!



Evictions

Invalid Reasons

- Having an assistance animal
- Having children or becoming pregnant
- Retaliating against reports of fair housing violations
- Discriminating against protected classes

Valid Reasons

- Not paying rent
- Violating terms of lease
 - Too many occupants
 - Noise violations
 - Not following pet rules

Trainer Takeaway:

KNOW the lease terms!



Evictions

Self Help eviction is ILLEGAL

• changing locks, removing their possessions from the unit, or shutting off utilities

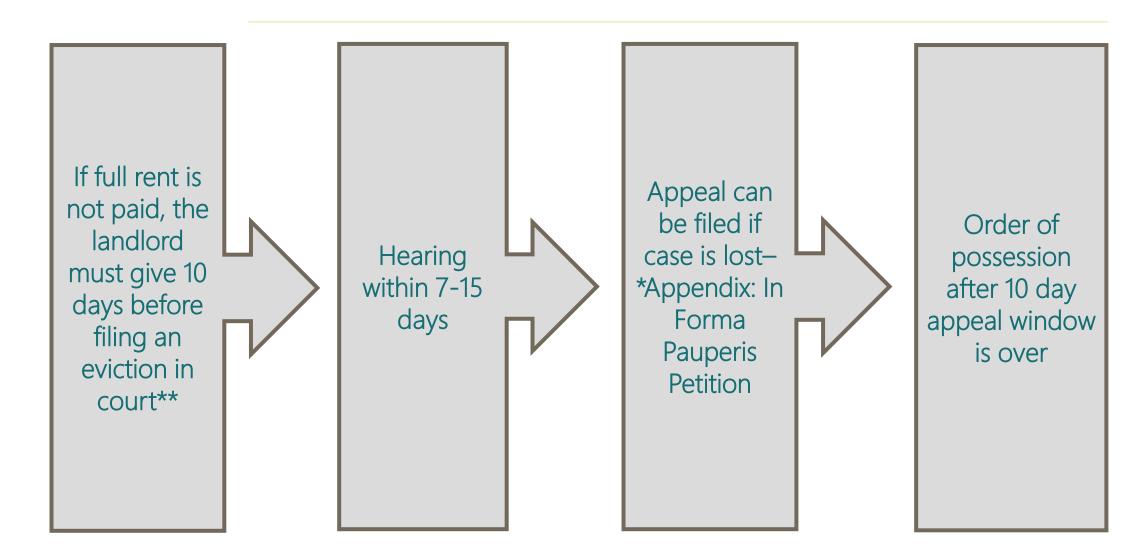
Call <u>legal aid</u> and if safe, call the <u>police</u>.

Trainer Takeaway:

Eviction is a legal process and should not be ignored.



Eviction Process





Exit Poll

Which of these topics do you think will be most useful while working with your clients?

- 1. Understanding a lease
- 2. Knowing personal history
- 3. Developing personal pitch
- 4. Creating PREP folder



Contact & Certificate of Attendance

Learn more about SDHP at www.sdhp.org





Connect with us on Facebook and LinkedIn

Dawn Edwards

Regional Housing Coordinator dedwards@sdhp.org

Click here to complete the evaluation or scan the QR code

CODE: SDHP20

