



Building Blocks of Landlord Tenant Mediation

A Toolkit for Developing a Local Program

Acknowledgements

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Housing Alliance
of Pennsylvania

The Housing Alliance is a statewide coalition working to provide leadership and a common voice for policies, practices, and resources to ensure that all Pennsylvanians, especially those with low incomes, have access to safe, decent, and affordable homes.

We promote common-sense solutions to balance PA's housing market and increase the supply of safe, decent homes for low-income people.

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Housing Alliance
of Pennsylvania

The Housing Alliance developed this toolkit to support local communities as they move towards implementation of landlord tenant mediation programs.

For any questions or further assistance, please contact Gale Schwartz at 412.336.8605 or gale@housingalliancepa.org.

Building Blocks of Landlord Tenant Mediation

A Toolkit for Developing a Local Program

Purpose

Too often the relationships between tenants and landlords can seem adversarial and crisis experienced by either can add tension to this relationship. But the reality is that before the COVID-19 pandemic and especially now, tenants and landlords need each other to be successful. We are all in this together.

The Housing Alliance of Pennsylvania supports community efforts to build or expand mediation programs to stabilize renter households and prevent evictions. This effort is especially important and timely due to concerns that COVID-19 related job losses will result in mass evictions. Mediation is an effective tool to address landlord-tenant disputes and avoid court involvement. It is a model that has been used at the community level prior to the pandemic and is a critical component of a comprehensive and longer-term strategy to stabilize landlord-tenant relationships and preserve a tenant's rental housing situation.

Local leaders are struggling with what to do about the eviction crisis. Eviction completely disrupts tenants' lives and saddles them with a court record that can negatively impact future housing opportunities for years to come. Landlords, often operating on tight margins, lose necessary income impacting their ability to meet their financial and operational obligations, including repairs and maintenance. However, the eviction aftermath is not just limited to the tenants and landlords, it also negatively impacts employers, schools, social services, courts, neighborhoods and more.

This toolkit outlines four building blocks to create a successful landlord-tenant mediation program.

BLOCK 1: CONVENE Local Partners

This block has a list of who you want at the table working together to create a holistic program that will prevent evictions, balancing the needs of tenants and landlords. We also included a basic overview of the current and impending eviction crisis.

BLOCK 2: EDUCATE Stakeholders

This block is an overview of mediation, how mediation can help mitigate evictions, and example programs in Pennsylvania and around the country.

BLOCK 3: DESIGN the Program

This block is an overview of holistic tenant-landlord mediation that incorporates wrap around services and legal supports. There are also fact sheets and articles that help demonstrate the need for this type of program in your community.

BLOCK 4: ADVERTISE the Program

This block has ideas to help get the word and sample marketing materials out so that both tenants and landlords are aware of your program and seek its services.

Appendix: Sample forms were generously provided by many communities to help other local programs get started.

BLOCK 1: CONVENE Local Partners

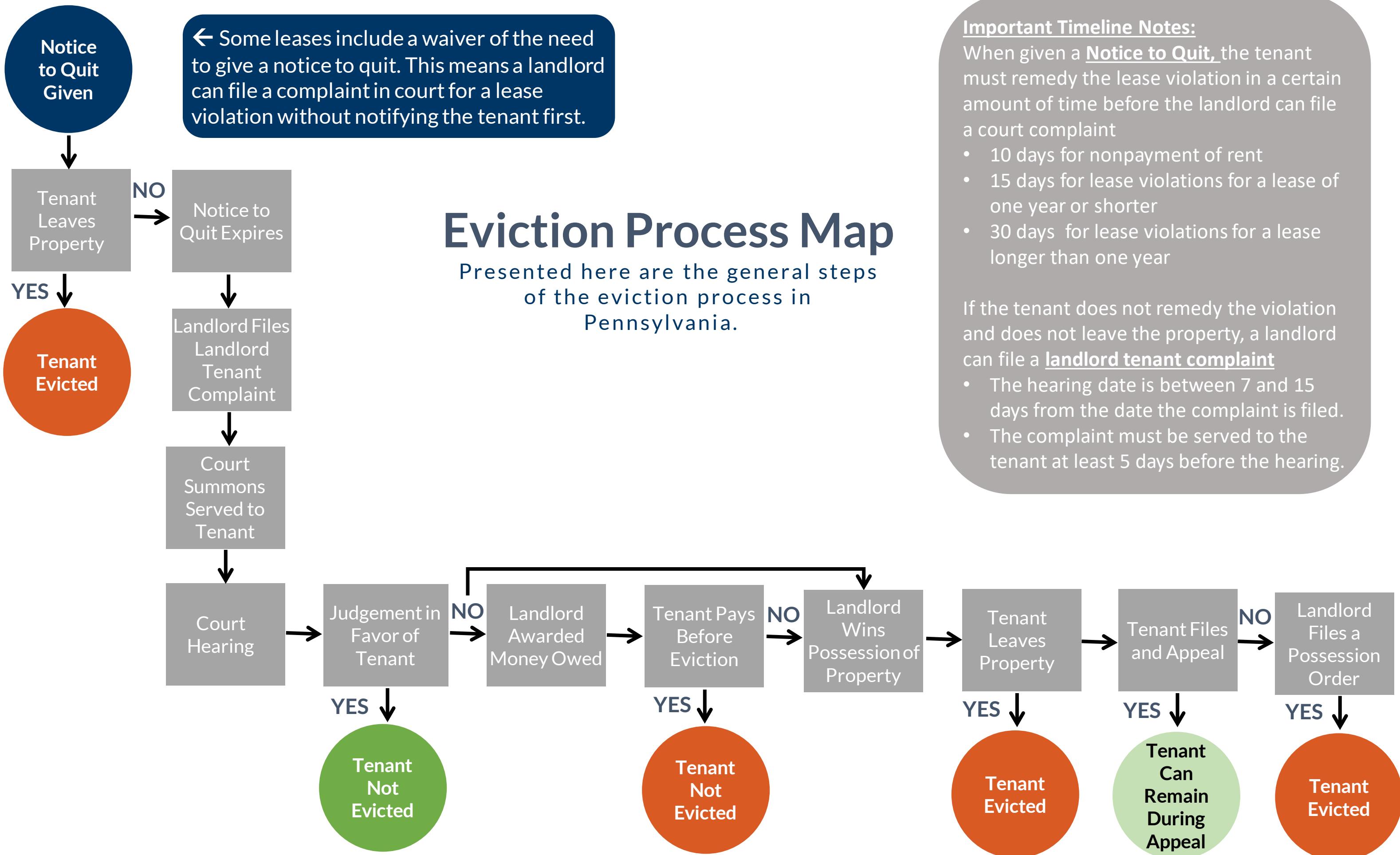
The impact of evictions are not limited to only the tenants and landlords, it also negatively impacts employers, schools, social services, courts, neighborhoods, local governments, and many others. For this reason, including a broad group of partners focused on the shared goal of preventing eviction is important to develop strong landlord tenant mediation programs.



BLOCK 1: CONVENE Local Partners

Additional Resources on the Following Pages

- Eviction Process Map
- Fact Sheet: The Economic Impact of COVID-19 on Low-Income Renters
- Article: Why We Need to Stop Evictions Before They Happen
- Report: The COVID-19 Eviction Crisis: An Estimated 30-40 Million People in America are at Risk





The Economic Impacts of COVID-19 on Low-Income Renters

Low income renters are disproportionately represented among those that have been laid off due to the pandemic

On May 1st the rent was due for the second time since the beginning of the almost total economic shutdown resulting from the COVID-19 pandemic.

It is unclear when and how the economy will recover from the devastating impacts of COVID-19. Early reports indicate that jobs will not return at the same rate as the number of jobs lost. Renters especially those that had difficulty making ends meet before the pandemic will face additional challenges to make those ends meet after the pandemic.

In Pennsylvania, from May 11, 2020 through July 10, 2020, landlords may not issue eviction notices, preventing new eviction cases in the state. However, depending on the specific local court, evictions may proceed in cases where evictions were in process before May 11, 2020. Contact your County District Court to get clarification on local procedures.

There is a separate federal eviction moratorium that applies to one out of four rental housing units in place until July 25, 2020.

Warning signs point to a crisis for vulnerable renters unable to pay rent and vulnerable landlords who will struggle without consistent rent payments.

Unprecedented Unemployment

National Unemployment Rates¹

Feb 2020	Mar 2020	Apr 2020
3.5%	4.4%	14.7%

Pennsylvanians that have filed for unemployment since March 15, 2020²

more than
1.8 million

Pennsylvania is experiencing one of the **highest rates of job loss in the country** both in terms of total number of unemployment claims and when controlling for the size of the labor market.³

States Hardest Hit by Coronavirus Job Loss

Hardest hit by coronavirus job losses
These states have seen the biggest jump in initial jobless claims over the last five weeks, as a share of the state's labor force. (Initial claims reported as of Apr 23, 2020, per 1,000 in state labor force as of Feb, 2020, not seasonally adjusted.)



Source: CNBC, 2020

¹ Bureau pf Labor Statistics, The Employment Situation – April 2020, <https://www.bls.gov/news.release/pdf/empstat.pdf>

² Since March 15 and as of April 28, 2020 according to the PA Dept of Labor and Industry <https://www.uc.pa.gov/COVID-19/Pages/UC-Claim-Statistics.aspx>

³ Tomwfranck. "These Are the States Getting Hit the Hardest with Job Losses from the Coronavirus Pandemic." CNBC, 23 Apr. 2020, www.cnbc.com/2020/04/23/georgia-michigan-and-pennsylvania-see-steep-jobless-claims-amid-virus.html



Industries Hit the Hardest

"38.1 million out of 157.5 million – are employed in the industries most likely to feel an immediate impact from the COVID-19 outbreak"

"most vulnerable are in retail trade (10% of all workers) and food services and drinking places (6%). They employ nearly 26 million Americans." ⁴

nearly
**1 in 4
workers
impacted**

**47% of leisure and
hospitality jobs
lost in April**

In April, employment in leisure and hospitality plummeted by 7.7 million, or 47 percent. Almost three-quarters of the decrease occurred in food services and drinking places (-5.5 million).⁵

The Employees of Those Industries

The vulnerable workers in these industries have, "below average earnings and greater overall economic insecurity."⁶

**Workers with the lowest
wages and economic security**

**15% or 200,000
households**

Initial estimates of renter households impacted by COVID-19 employment loss or wage reduction⁷

Policy Recommendation

The Housing Alliance of Pennsylvania respectfully recommends that the Pennsylvania General Assembly create a temporary COVID-19 rent support program to help tenants impacted by COVID- 19 related employment loss, wage reduction, or illness to pay their rent which will also help landlords meet their own financial and operational obligations. The program can be funded through Pennsylvania's share of the Coronavirus Relief Fund.

⁴ Kochhar, Rakesh, and Amanda Barroso. "Young Workers Likely to Be Hard Hit as COVID-19 Strikes a Blow to Restaurants and Other Service Sector Jobs." Pew Research Center, 27 Mar. 2020, www.pewresearch.org/fact-tank/2020/03/27/young-workers-likely-to-be-hard-hit-as-covid-19-strikes-a-blow-to-restaurants-and-other-service-sector-jobs/

⁵ Bureau pf Labor Statistics, The Employment Situation – April 2020, https://www.bls.gov/news.release/pdf/empstat.pdf

⁶ Berube, Alan, and Nicole Bateman. "Who Are the Workers Already Impacted by the COVID-19 Recession?" Brookings, 15 Apr. 2020, www.brookings.edu/research/who-are-the-workers-already-impacted-by-the-covid-19-recession/

⁷ Amherst Capital Management, "Coronavirus: Don't Forget America's 43.8 million Renters." Mar 2020, https://www.amherstcapital.com/documents/20649/0/Amherst+Market+Commentary+-+COVID19+Impact+on+43.8mm+Renters/20f0e3ed-cfee-4b74-b742-4b69b79dd1c5



The Economic Impact of COVID-19 on Landlords

If tenants are unable to pay their rent, landlords – many of whom are individuals often operating on tight margins – will be unable to meet their own financial and operational obligations.

Many landlords operate their rental properties as small businesses. Rental housing opportunities depend on landlords who are able to meet their own financial and operational obligations, including regular maintenance and repairs of their properties. Many landlords operate on tight margins and are unable to pay their property-related bills without regular rent.

Too often, the tenant - landlord relationship can seem adversarial; crisis experienced by either can add tension to this relationship. But the reality is that before the pandemic and especially now, tenants and landlords need each other to be successful.

The Housing Alliance's goal is to increase access to affordable housing opportunities for low-income households. We have learned through our work in advancing housing opportunities for low-income tenants that many landlords renting to low-income tenants are small investors and mom-and-pop shops with businesses operating on razor-thin margins.

Housing Alliance Survey on Impact on Landlords

The Housing Alliance recently issued a survey over the course of 20 days to landlords across the state to learn how the COVID-19 pandemic is affecting their businesses. Over 200 landlords managing or owning properties in 63 counties in Pennsylvania responded.

Their top concerns in the short-term were:

- Revenue and/or income levels lower than the same time last year
- Inability to meet own financial obligations (mortgage/loan, utilities, insurance, property taxes)
- Disruption of services provided by partners and or contractors

Their top three needs were:



Information for tenants to apply for new and expanded resources released in response to COVID-19



Deadline changes and/or extensions for paying for current financial obligations (mortgages/loans, utilities, insurance, property taxes, etc.)



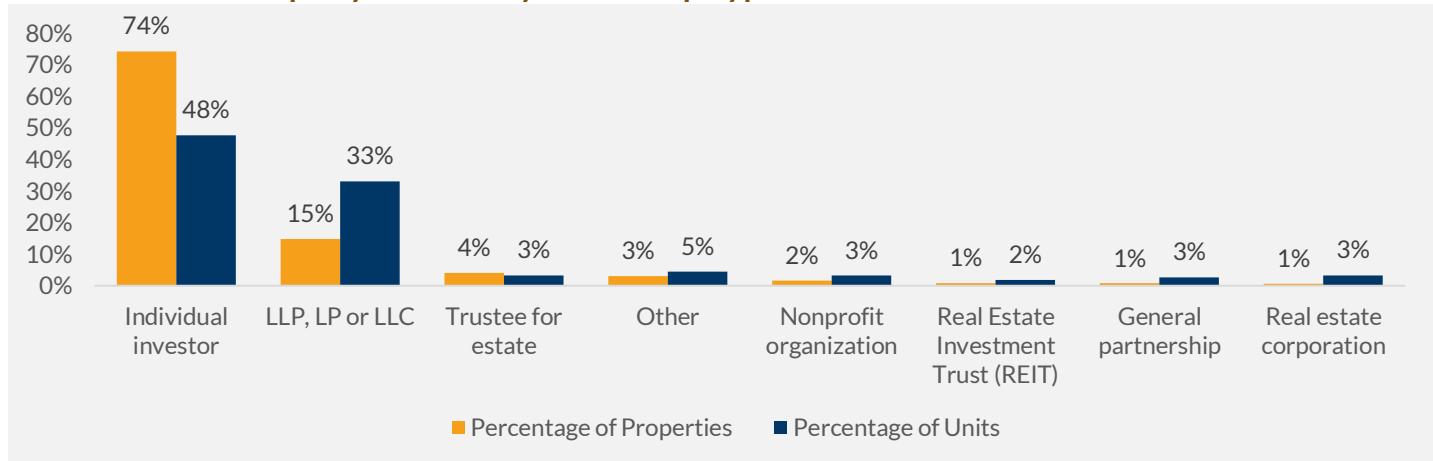
Increased and new financial resources to meet the increased costs that may arise

The Connection Between Individual Investors and Low-Income Tenants

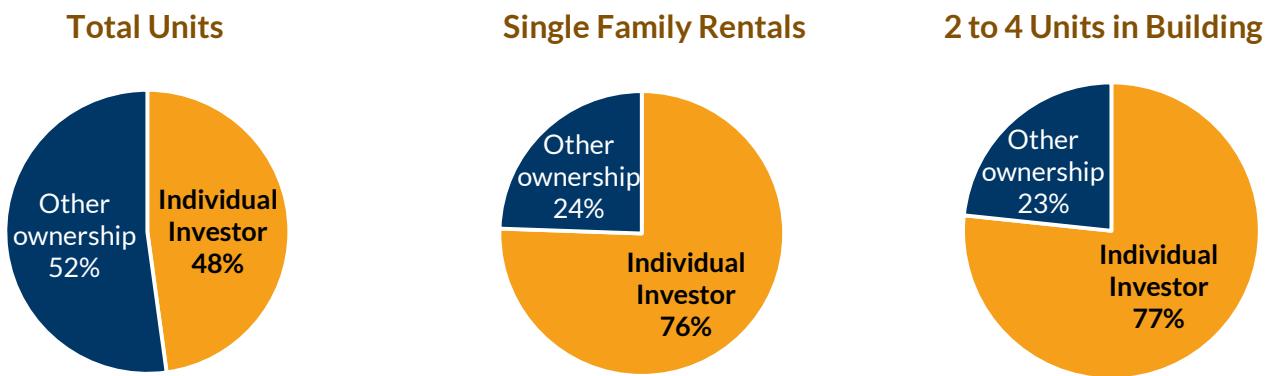
"While new multifamily construction has soared to its highest levels in decades, most newly built units are high-end apartments in urban locations with asking rents that are well out of reach for middle- and lower-income households."¹

Individual investors own nearly three-quarters of all rental properties and nearly half of all rental units²

National Rental Property and Unit by Ownership Type



Individual investors own 76% of all single-family rental properties and 77% of all small rental buildings with two to four rental units



The Housing Alliance of Pennsylvania respectfully recommends that the Pennsylvania General Assembly create a temporary COVID-19 rent support program to help tenants impacted by COVID-19 related employment loss, wage reduction, or illness to pay their rent which will also help landlords meet their own financial and operational obligations. The program can be funded through Pennsylvania's share of the Coronavirus Relief Fund.

¹ Joint Center for Housing Studies of Harvard University, "America's Rental Housing 2020."

https://www.jchs.harvard.edu/sites/default/files/Harvard_JCHS_Americas_Rental_Housing_2020.pdf

² US Census Bureau. "Rental Housing Finance Survey (RHFS)." 8 Oct. 2019, www.census.gov/programs-surveys/rhfs.html.



COVID-19: The Added Financial Burden on Low-Income Households

Many low-income households struggled with meeting their housing costs before the pandemic.

Warning signs point to a crisis for vulnerable renters unable to pay rent and vulnerable landlords who will struggle without consistent rent payments.

Renters, especially those that had difficulty making ends meet before the pandemic, will face additional challenges to make those ends meet after the pandemic.

From the Federal Reserve's Report on Economic Well-Being:

“... many adults are financially vulnerable and would have difficulty handling an emergency expense as small as \$400. In addition, volatile income and low savings can turn common experiences—such as waiting a few days for a bank deposit to be available—into a problem for some.”¹

This highlights the tenuous nature of some households' abilities to meet basic needs during and after the COVID-19 pandemic, even for those who are eligible for the current one-time stimulus assistance.

Financial Well-Being Before COVID-19

Only 31% of renters compared to 63% of homeowners had enough money set aside for a three-month emergency, such as an extended sickness, a job loss, or an economic downturn.²

Renters' financial challenges

- **8.6 %** often have difficulty paying their rent
- **18.4%** sometimes have difficulty paying rent
- **20%** don't have \$400 to cover unexpected costs³

¹ Board of Governors of the Federal Reserve System, “Report on the Economic Well-Being of U.S. Households in 2018.” May 2019. <https://www.federalreserve.gov/publications/files/2018-report-economic-well-being-us-households-201905.pdf>

² Choi, Jung Hyun, Goodman, L., Zhu, J., “We Must Act Quickly to Protect Millions of Vulnerable Renters”, Urban Institute, *Urban Wire*, 25 Mar 2020, <https://www.urban.org/urban-wire/we-must-act-quickly-protect-millions-vulnerable-renters>

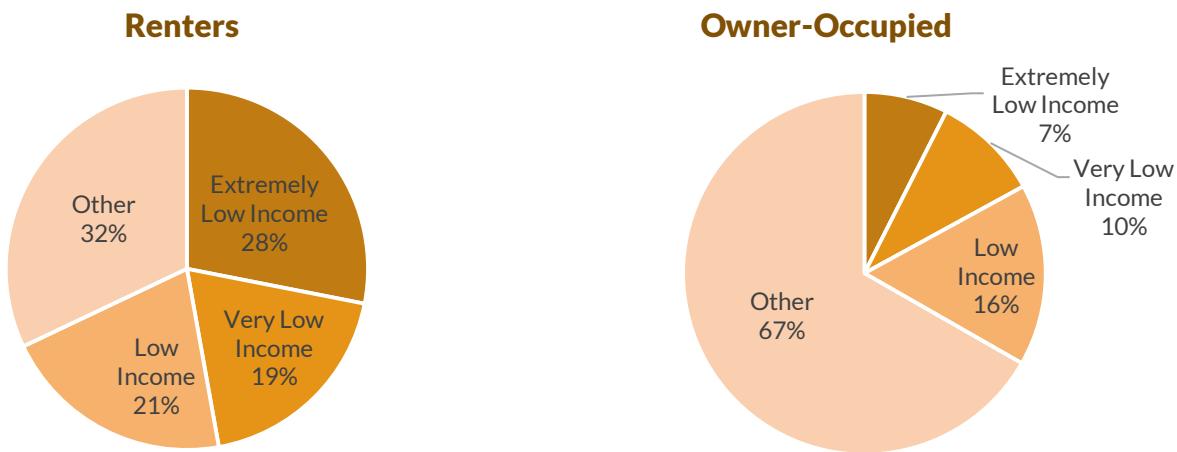
³ Urban Institute, “‘The Figures Shared’: Why Supporting Renters During COVID-19 Is Critical for Housing Market Stability”, 14 Apr 2020 <https://housingmatters.urban.org/feature/future-shared-why-supporting-renters-during-covid-19-critical-housing-market-stability>



Proportion of Renter and Owner-Occupied Households by Income Level

Extremely low-income households have incomes at or below 30% of the area median income. In Pennsylvania, this equates to approximately \$25,500 for a family of four. Very low-income households make between 30% and 50% of the area median income (50% is approximately \$42,600 for a family of four) and low-income households have incomes between 50% and 80% of the area median income.

In Pennsylvania, 28% of all renter households have extremely low-incomes as compared to 7% of all owner-occupied households. In total, 68% of renter households have low income, very low income, or extremely low-income, compared to 33% of owner-occupied households.⁴



Housing Cost Burden

Cost burdened households pay more than 30% of their income on housing expenses including rent/mortgage, utilities, and other housing related fees and taxes. Severe cost burdened households pay more than 50% of their income on housing expenses. Those living housing cost burdened or severely housing cost burdened may have difficulty affording other important necessities such as food, clothing, transportation, and medical care.⁵

Housing Cost Burdened

20% of all renters

13% of all extremely low-income renters

Severely Housing Cost Burdened

23% of all renters

61% of all extremely low-income renters

The Housing Alliance of Pennsylvania respectfully recommends that the Pennsylvania General Assembly create a temporary COVID-19 rent support program to help tenants impacted by COVID-19 related employment loss, wage reduction, or illness to pay their rent which will also help landlords meet their own financial and operational obligations. The program can be funded through Pennsylvania's share of the Coronavirus Relief Fund.

⁴ US Department of Housing and Urban Development, Comprehensive Housing Affordability Strategy (CHAS) Data 2012-2016, <https://www.huduser.gov/portal/datasets/cp.html>

⁵ ibid



[INCOME & ASSETS](#), [STABILITY & OPPORTUNITY](#), [HEALTH](#)

Why We Need to Stop Evictions Before They Happen

July 25, 2018

By [Emily Peiffer](#)

Eviction is more than a forced move. It's a destabilizing event that can send a family into a cycle of financial and emotional turmoil, affecting their current and future prospects for residential stability.

Attention around evictions has grown largely because of the work of Matthew Desmond, author of *Evicted: Poverty and Profit in the American City* and founder of the [Eviction Lab](#), a team that created the first national dataset of court eviction filings and judgments dating back to 2000. In the community data they could access, Desmond's team found nearly 900,000 eviction judgments in 2016. Households headed by black women were [most commonly affected by evictions](#).

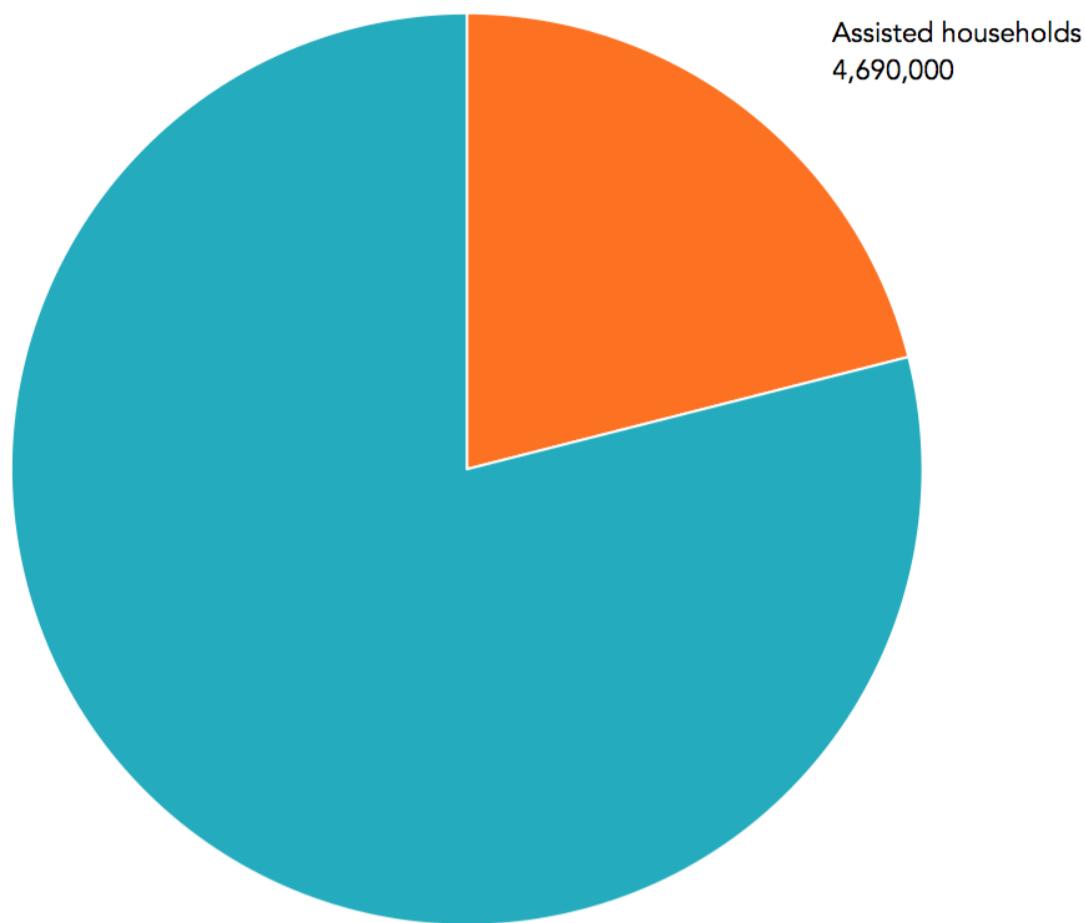
The database has illuminated a hidden crisis plaguing many US communities, from small rural towns to large urban areas. And it has sparked a discourse among local leaders searching for ways to tailor proactive solutions to their communities and bring their eviction rates down.

Where evictions fit into the greater housing affordability problem

Evictions are a more visible part of a broader residential instability and affordability problem. The inventory of low-cost rental housing continues to shrink, and wait times for rent subsidies sometimes last decades. Only [one in five low-income renter households](#) who needs federal rental assistance receives it.

Are Low-Income Renters Getting Housing Assistance?

Only 21 percent of people who need assistance receive it



Source: G. Thomas Kingsley, "Trends in Housing Problems and Federal Housing Assistance" (Washington, DC: Urban Institute, 2017).

HOW HOUSING MATTERS

Notes: Eligible households have income up to 80 percent of the area median. Needing assistance is defined as either currently receiving assistance or having housing problems, such as spending too much income on rent, living in substandard housing, or living in overcrowded conditions. An additional 5.8 million low-income households are managing on the private market with neither assistance nor problems.

Affordability problems are affecting the broader rental market. More than a quarter of renters, or [11.1 million renter households](#), are severely cost burdened, meaning they spend more than half their income on rent. And the number of affordable and available units is [far less than the needs](#) of extremely low-income households.

"Rental assistance is underfunded. It shouldn't be surprising that eviction is a problem given that there are so few resources to support people when they're in crisis," said Martha Galvez, a senior research associate at the Urban Institute. "Evictions are a component of the larger affordability problem and lack of affordable housing in general."

Other potential contributing factors to evictions (which vary depending on state and local laws) include a lack of legal protections for renters, [nuisance laws](#) that can [adversely affect victims of domestic violence](#), and sudden financial shocks that can result in [families being unable to pay their rent](#).

The consequences of failing to take a proactive approach

The aftermath of an eviction can affect [all aspects of a family's life](#).

Families might lose their belongings if their possessions are dumped on the street, they might struggle to find good housing with an eviction filing on their court record, they might need to move to a less safe neighborhood, and kids might need to switch schools midyear. Evictions can also put people's [employment](#) and [mental health](#) at risk.

"The insidious part of instability is that it comes at a kid from so many different levels—in terms of stress on their parents, losing basic resources, and then losing their homes. It's this very core thing of stability of place, where you'll be sleeping or eating. Housing instability crashes every support system kid could have."

- Gina Adams, senior fellow at the Urban Institute

Residential instability can be especially [traumatizing for children](#), with stress having wide-reaching consequences, including on their [educational achievement](#). When children whose families receive housing subsidies live for longer periods in subsidized housing, those children see [lower incarceration rates and higher pay as adults](#).

"The insidious part of instability is that it comes at a kid from so many different levels—in terms of stress on their parents, losing basic resources, and then losing their home," said Gina Adams, a senior fellow at the Urban Institute. "It's this very core thing of stability of place, where you'll be sleeping or eating. Housing instability crashes every support system a kid could have."

When families struggle financially, so do their communities. The [financial health of a city is closely intertwined](#) with that of its residents. Financially healthy residents [are better able to weather difficult times](#), are less likely to need city supports and services, and can contribute more to the local economy by supporting property, sales, and income taxes.

Cities are struggling to keep up with the cost of providing homelessness services to residents, and they miss out on utility bills and property taxes when families are no longer in a home. In Miami, for example, family financial insecurity that leads to eviction and unpaid property taxes and utility bills is [estimated to cost the government](#) between \$13 million and \$31 million annually.

Who Bears the Cost of Evictions?

- ✓ Affected families
- ✓ Employers
- ✓ Neighborhoods
- ✓ Landlords
- ✓ Courts and sheriffs
- ✓ Child welfare systems
- ✓ School systems
- ✓ Hospitals
- ✓ Emergency shelters
- ✓ Financial assistance programs

"It's certainly a better investment to help somebody stay in their housing than let them become homeless," said Mary Cunningham, vice president for metropolitan housing and communities policy at the Urban Institute. "Once somebody experiences homelessness, it's really expensive to public systems in terms of cost of shelter and services, and it's expensive for the people it affects in terms of losing their belongings and having to start over. We want to do everything we can to make sure [people have help to stay in their housing](#)."

The Eviction Lab hasn't released national data on the median cost a family owes to the landlord that results in them getting evicted, but it did find the [median amount owed was \\$686 in Richmond, Virginia](#). Desmond has said that people in other cities are often [evicted for just a few hundred dollars](#).

"In some cases, cities are spending tens of thousands of dollars per person [for homelessness services, unpaid utility bills, and unpaid property taxes]. Wouldn't it make sense to make sure people don't become evicted in the first place?" said Diana Elliott, a senior research associate at the Urban Institute. "Cities are spending so much money after the fact, when it would be a better investment to spend the money earlier in the process and keep families and communities more stable and see a better return on their money."

"Cities are spending so much money after the fact, when it would be a better investment to spend the money earlier in the process and keep families and communities more stable and see a better return on their money."

- Diana Elliott, senior research associate at the Urban Institute

Tactics to help solve the eviction crisis

Strategies to tackle the eviction crisis should focus on helping renters avoid falling behind on their rent and reducing the risk of eviction if they do.

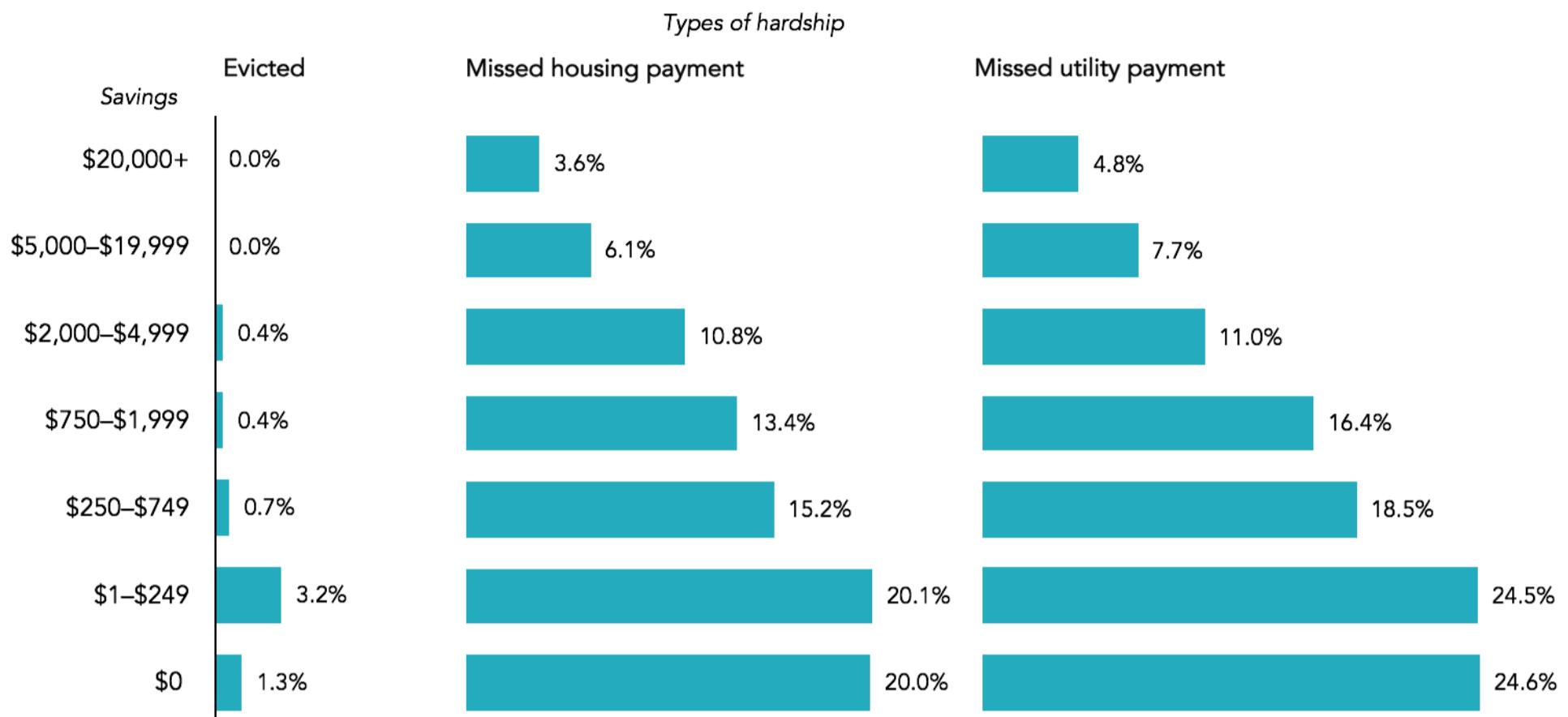
"I do not think there is a once-and-for-all solution that does not involve some kind of government or philanthropic assistance to households that are trapped in the cycle of eviction or threatened by eviction for the first time," said Corianne Scally, a senior research associate at the Urban Institute.

One way to reduce the risk of eviction is to add and retain rental housing that low-income families can afford. That might mean [changing the rental subsidy system](#) to regulate rents or offer universal assistance to the lowest-income households, or [pairing land-use reforms with increases in rent subsidies](#).

Even modest personal savings can help families become more financially stable and avoid eviction. Urban Institute researchers have found that [families with as little as \\$250 to \\$749 in savings are better able to weather temporary income drops](#) and are less likely to be evicted or miss a housing or utility payment.

Savings Can Cushion Families after an Income Disruption

Share of families experiencing a hardship after an income disruption, by savings level



Source: Signe-Mary McKernan, Caroline Ratcliffe, Breno Braga, and Emma Kalish, "Thriving Residents, Thriving Cities: Family Financial Security Matters for Cities" (Washington, DC: Urban Institute, 2016).

HOW HOUSING MATTERS

Notes: Values are in 2015 dollars. In all three charts, differences between \$1–\$249 in savings and \$250+ in savings are statistically significant at the 5 percent level. In the received public benefits chart, the difference between \$1–\$249 in savings and no savings is statistically significant at the 1 percent level.

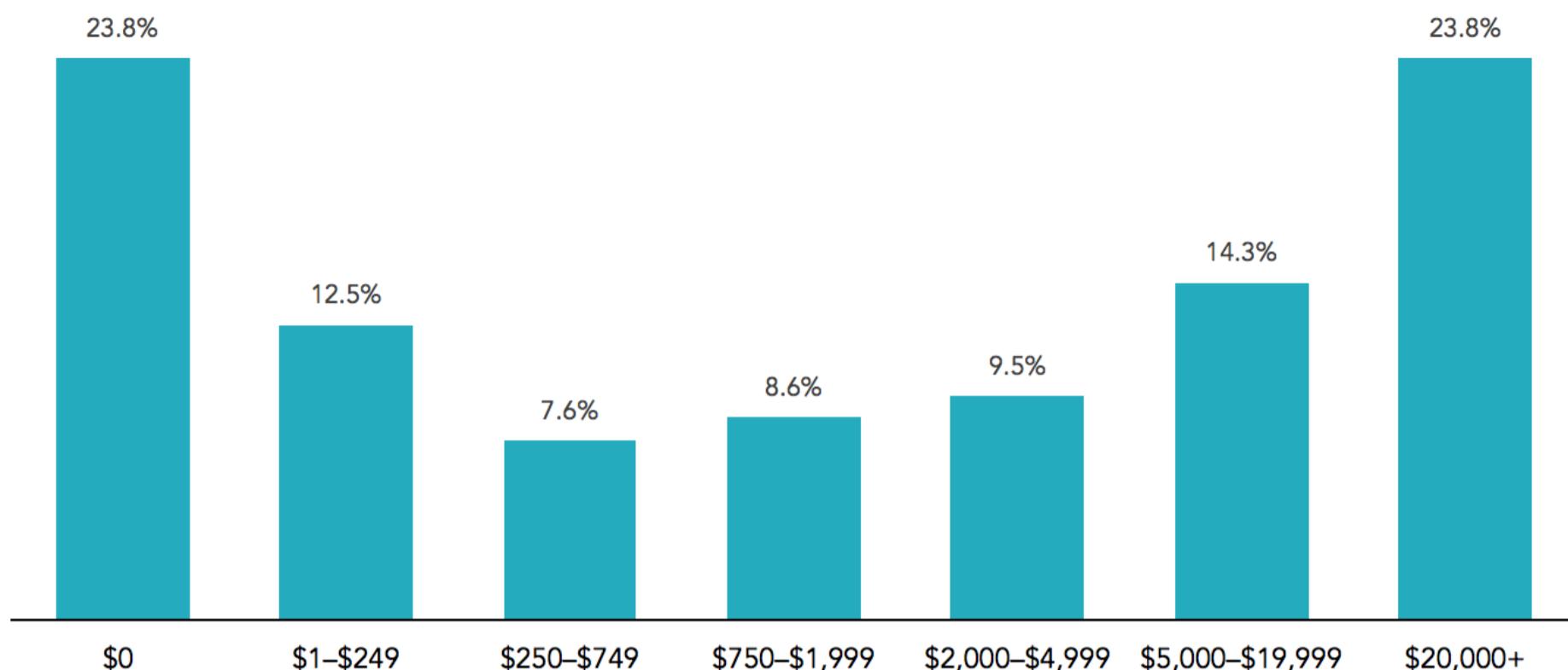
"When we look at the relationship with family financial health measured by savings and debt and outcomes that matter for cities (such as eviction and the ability to pay rent or mortgage), we find increased financial health associated with decreased evictions, fewer missed housing payments, and a greater ability to pay utility bills," said Signe-Mary McKernan, vice president for labor, human services, and population at the Urban Institute.

Cities can improve their residents' financial health through broad-based strategies from workforce development to affordable housing and through programs and policies that focus directly on residents' financial health. These focused approaches include helping residents save through savings programs with incentives, integrating financial and savings interventions into existing programs and platforms, and providing financial coaching and counseling.

But those long-term solutions don't help families facing eviction now. No community has enough rental options that people can afford, and more than one-third of US families have less than \$250 in savings.

Many Families Have Only a Small Financial Cushion

Share of families by nonretirement savings



Source: Signe-Mary McKernan, Caroline Ratcliffe, Breno Braga, and Emma Kalish, "Thriving Residents, Thriving Cities: Family Financial Security Matters for Cities" (Washington, DC: Urban Institute, 2016).

HOW HOUSING MATTERS

Notes: Data are weighted using Survey of Income and Program Participation cross-sectional household weights. Savings, which are in 2015 dollars, include transaction accounts, interest-earning accounts, and other financial assets; they do not include retirement accounts.

When families fall behind on rent, emergency assistance programs can help them pay the past-due balance to prevent eviction. Because eviction rules and risks vary, local jurisdictions should [tailor solutions specific to their residents' challenges](#), said Leah Hendey, a senior research associate at the Urban Institute and codirector of the [National Neighborhood Indicators Partnership](#).

Legal assistance for low-income renters—either through expanded legal aid resources or a right to counsel—can also improve outcomes for renters and reduce evictions.

A New York City Office of Civil Justice survey found that tenants in housing court who received an attorney from a legal aid provider were twice as likely to keep their home, compared with tenants who did not receive one.

Nearly 99 percent of landlords appearing in New York City's housing courts were represented by attorneys in 2017, compared with only 27 percent of tenants.

In 2017, [New York City passed legislation](#) guaranteeing legal representation for low-income tenants who face eviction, the first legislation of its kind in the US. And last month, [San Francisco voters approved a measure](#) providing a lawyer for every city tenant facing potential eviction.

"Policy changes have been coming down the pipeline over the past few years, and there is some momentum growing where jurisdictions recognize that if they want to have an inclusive city, they need tenant protections and antidisplacement strategies, and protection from eviction is crucial," Cunningham said.

Maya Brennan, Kimberly Burrowes, Veronica Gaitán, David Hinson, Jerry Ta, John Wehmann, and Daniel Wood of the Urban Institute contributed to this feature.

Photo by Vincent Noel/Shutterstock

[Rental Assistance](#), [Residential Stability](#)

THE COVID-19 EVICTION CRISIS: AN ESTIMATED 30-40 MILLION PEOPLE IN AMERICA ARE AT RISK

Emily Benfer, Wake Forest University School of Law

David Bloom Robinson, Massachusetts Institute of Technology

Stacy Butler, Innovation for Justice Program, University of Arizona College of Law

Lavar Edmonds, The Eviction Lab at Princeton University

Sam Gilman, The COVID-19 Eviction Defense Project

Katherine Lucas McKay, The Aspen Institute

Zach Neumann, The Aspen Institute / The COVID-19 Eviction Defense Project

Lisa Owens, City Life/Vida Urbana

Neil Steinkamp, Stout

Diane Yentel, National Low Income Housing Coalition

AUGUST 7, 2020

THE COVID-19 EVICTION CRISIS: AN ESTIMATED 30-40 MILLION PEOPLE IN AMERICA ARE AT RISK

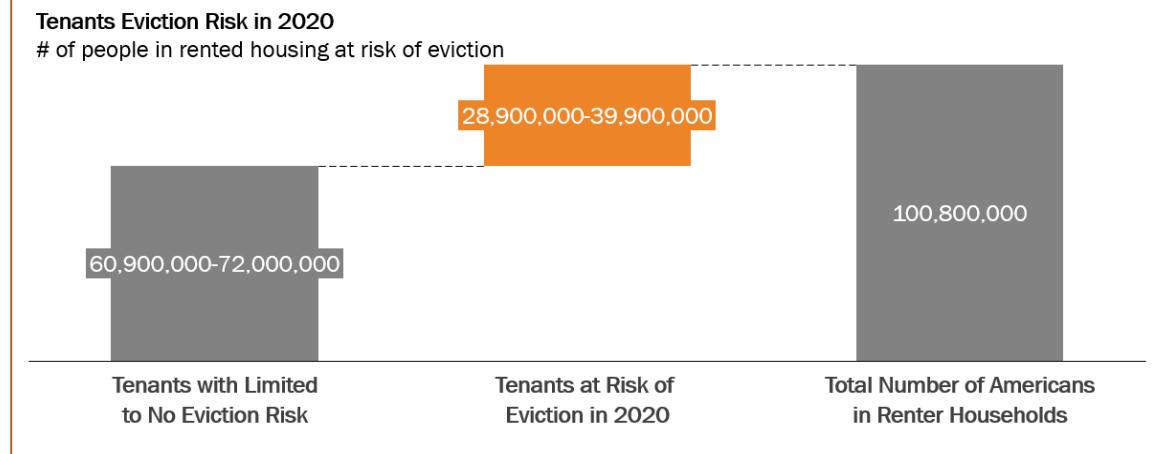
Introduction

The United States may be facing the most severe housing crisis in its history. According to the latest analysis of weekly U.S. Census data, as federal, state and local protections and resources expire and in the absence of robust and swift intervention, an estimated 30–40 million people in America could be at risk of eviction in the next several months. Many property owners, who lack the credit or financial ability to cover rental payment arrears, will struggle to pay their mortgages and property taxes, and maintain properties. The COVID-19 housing crisis has sharply increased the risk of foreclosure and bankruptcy, especially among small property owners; long-term harm to renter families and individuals; disruption of the affordable housing market; and destabilization of communities across the United States.

Throughout the COVID-19 pandemic, researchers, academics and advocates have conducted continuous analysis of the effect of the public health crisis and economic depression on renters and the housing market. Multiple studies have quantified the effect of COVID-19-related job loss and economic hardship on renters' ability to pay rent during the pandemic. While methodologies differ, these analyses converge on a dire prediction: If conditions do not change, 29-43% of renter households could be at risk of eviction by the end of the year.

This article aggregates the existing research related to the COVID-19 housing crisis, including estimated potential upcoming eviction filings, unemployment data, and housing insecurity predictions. In addition, based on this research and new weekly analysis of real time U.S. Census Bureau Household Pulse data, this article frames the growing potential for widespread displacement and homelessness across the United States.

AN ESTIMATED 30-40 MILLION RENTERS COULD BE AT RISK OF EVICTION



The chart above reflects the analysis of the Aspen Institute Financial Security Program / COVID-19 Eviction Defense Project (CEDP) as it relates to renters with No or Slight Confidence in the ability to pay next month's rent as well as the analysis of additional renters with a Moderate Confidence in the ability to pay next month's rent completed by Stout Risius Ross, LLC. Independent analysis by Stout Risius Ross, LLC of renters reporting No or Slight Confidence in the ability to pay next month's rent align with Aspen Institute-CEDP methodology above.

THE COVID-19 EVICTION CRISIS: AN ESTIMATED 30-40 MILLION PEOPLE IN AMERICA ARE AT RISK

The COVID-19 Pandemic Struck Amid a Severe Affordable Housing Crisis in the United States

COVID-19 struck when 20.8 million renter households (47.5% of all renter households) were already rental cost-burdened, according to 2018 numbers. Rental cost burden is defined as households who pay over 30% of their income towards rent. When the pandemic began, 10.9 million renter households (25% of all renter households) were spending over 50% of their income on rent each month. The majority of renter households below the poverty line spent at least half of their income towards rent in 2018, with one in four spending over 70% of their income toward housing costs. Due to chronic underfunding by the federal government, only one in four eligible renters received federal financial assistance. With the loss of four million affordable housing units over the last decade, and a shortage of 7 million affordable apartments available to the lowest-income renters, many renters entered the pandemic already facing housing instability and vulnerable to eviction.

Prior to the pandemic, eviction occurred frequently across the country. The Eviction Lab at Princeton University estimates that between 2000 and 2016, 61 million eviction cases were filed in the U.S., an average of 3.6 million evictions annually. In 2016, seven evictions were filed every minute. On average, eviction judgment amounts are often for failure to pay one or two months' rent and involve less than \$600 in rental debt.

An increase in evictions could be detrimental for the 14 million renter households with children: research from Milwaukee indicates that renter households with children are more likely to receive an eviction judgment. Although tenants with legal counsel are much less likely to be evicted, on average, fewer than 10% of renters have access to legal counsel when defending against an eviction, compared to 90% of landlords.

At the same time, lack of rental income places rental property owners at risk of harm. Individual investors, who often lack access to additional capital, may be particularly vulnerable. Presently, while "mom and pop" landlords own 22.7 million out of 48.5 million rental units in the housing market, more than half (58%) do not have access to any lines of credit that might help them in an emergency. Landlords who evict tenants face court costs, short or long term vacancy, reletting costs, and the loss of 90-95% of rental arrears via sale to a debt collector or other third party. In the short term, lack of rental income may result in unanticipated costs, and an inability to pay mortgages, pay property taxes, and maintain the property. In the long term, it places small property owners at greater risk of foreclosure and bankruptcy.

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Communities of Color Are Hardest Hit by the Eviction Crisis

Communities of color are disproportionately rent-burdened and at risk of eviction. People of color are twice as likely to be renters and are disproportionately likely to be low-income and rental cost-burdened. Studies from cities throughout the country have shown that people of color, particularly Black and Latinx people, constitute approximately 80% of people facing eviction. After controlling for education, one study determined that Black households are more than twice as likely as white households to be evicted. In a study of Milwaukee, women from Black neighborhoods made up only 9.6% of the city's population but accounted for 30% of evicted tenants. In Boston, 70% of market-rate evictions filed were in communities of color, despite the fact that those areas make up approximately half of the city's rental market.

Researchers from UC Berkeley and the University of Washington found the number of evictions for Black households in Baltimore exceeded those for white households by nearly 200%, with the Black renter eviction rate outpacing the white renter eviction rate by 13%. In New York City, a sample of housing court cases indicated that 70% of households in housing court are headed by a female of color, usually Black and/or Hispanic. In Virginia, approximately 60% of majority Black neighborhoods have an annual eviction rate higher than 10% of households, approximately four times the national average, even when controlling for poverty and income rates. In Cleveland, the top ten tracts for eviction filings from 2016-2018 were all majority Black tracts; only six had poverty rates above 10%.

Similarly, people of color are most at risk of being evicted during the COVID-19 pandemic. A report co-authored by City Life/Vida Urbana and Massachusetts Institute of Technology showed that in the first month of the Massachusetts state of emergency, 78% of eviction filings in Boston were in communities of color.

COVID-19 Job & Wage Losses Could Create an Unprecedented and Long-Term Housing Crisis

The economic recession, coupled with job and wage loss, magnified and accelerated the existing housing crisis. As of July 2020, nearly 50 million Americans have filed for unemployment insurance. Between March and July, unemployment rates fluctuated between 11.1% and 14.4%. By comparison, unemployment peaked at 10.7% during the Great Recession. More than 20 million renters live in households that have suffered COVID-19-related job loss. This job loss is exacerbated by the recent expiration of pandemic unemployment insurance benefits across the country. With federal legislators in a stalemate regarding how or if to extend benefits, unemployed renters are at an even greater risk of financial constraints leading to eviction.

Job loss is affecting people of color at much higher rates than their white counterparts. Initial numbers from April highlight this disparity: 61% of Hispanic Americans and 44% of Black Americans said that they, or someone in their household, had experienced a job or wage loss due to the coronavirus outbreak, compared with 38% of white Americans. In addition, people with disabilities (who have historically higher rates of unemployment than the general

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population), LGBTQ people (who experience homelessness at a disproportionate rate), and undocumented immigrants (who do not qualify for unemployment insurance or receive stimulus checks), could all be at heightened risk of economic hardship during the pandemic.

In the early weeks of the pandemic in the U.S., researchers at the Terner Center at the University of California, the Urban Institute, the Joint Center for Housing at Harvard, the National Low Income Housing Coalition and the Furman Center at NYU separately estimated the number of at-risk renter households employed in jobs that were most vulnerable to COVID-19-related job loss. Together, these studies concluded that between 27% and 34% of renter families were at risk of job or wage loss.

Renters experiencing cash shortages are increasingly relying on sources other than income to pay rent. Thirty percent of renters report using money from government aid or assistance to pay rent, and another 30% indicate that they have borrowed cash or obtained a loan to make rental payments. Tenants are increasingly using credit cards to pay the rent, with a 31% increase between March and April, an additional 20% increase from April to May, and a 43% increase in the first two quarters as compared to the prior year. There is increasing evidence that families are shifting their budget towards rent. Food pantry requests have increased by as much as 2000% in some states, with nearly 30 million Americans reporting they do not have enough food.

Evidence indicates that rental payments are decreasing during the pandemic. The National Multifamily Housing Council (NMHC) reported that 88% of tenants had paid July's rent by mid-month—less than both June 2020 and July 2019. Apartment List estimates that 36% of renters missed July payments. According to Avail, an online payment platform for midsize independent landlords and their tenants, only 55% of landlords using the platform received full rent payments in July.

NMHC and the National Apartment Association informed Congress in April that “more than 25 percent of the households that rent in the U.S. may need help making payments” because of COVID-19 rental hardship, translating to nearly 11 million households and 25 million people. In a study based on predicted job and wage loss, the Aspen Institute Financial Security Program and the COVID-19 Eviction Defense Project projected that 19 to 23 million renters in the United States are at risk of eviction through the end of 2020, representing up to 21% of renter households. Similarly, Amherst Capital, a real estate investment firm, estimated in June that 28 million households (64 million people) are at risk of eviction due to COVID-19.

Temporary Protections Against Evictions During the COVID-19 Pandemic Have Largely Expired Across the United States

Federal, state and local eviction moratoriums provided important protections for some renters, but they are expiring rapidly. In the first month of the pandemic, the federal government

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instituted a limited moratorium on evictions in federally-assisted housing and for properties with federally backed mortgages. The federal eviction moratorium protected about 30% of renters. Various actors in forty-three states and the District of Columbia issued eviction moratoriums that varied in level of protection and stage of eviction stopped. Those state-level protections ranged from a few weeks to a few months in duration, and did not apply to all evictions. The Eviction Lab's [Eviction Tracker System](#) indicates that eviction moratoriums were effective in reducing eviction filings when they were in place. Federal protections expired on July 24th. As of July 31st, [30 states lack state-level protections against eviction during the pandemic](#).

According to the [COVID-19 Housing Policy Scorecard](#), created by the Eviction Lab and Professor Emily Benfer, the vast majority of states lack protective eviction moratoriums and housing stabilization measures that could support renters facing rent hardship. As a result, tenants unable to pay their rent due to the extraordinary circumstances of the pandemic are receiving eviction notices and courts across the country have resumed eviction hearings, [in many cases via video conference](#). Global advisory firm Stout Risius Ross, LLC (Stout) estimates that [11.6 million evictions](#) could be filed in the U.S. in the next four months.

States, counties and cities have offered [limited emergency rent assistance](#) to renters and landlords by using funding provided in the CARES Act via Community Development Block Grants and the Coronavirus Relief Fund, as well as other funding sources. However, according to analysis by the National Low Income Housing Coalition, the [need has overwhelmed many of these programs](#), as demonstrated by the use of lottery systems, and the closure of 3 out of 10 programs (some within [minutes](#) of opening).

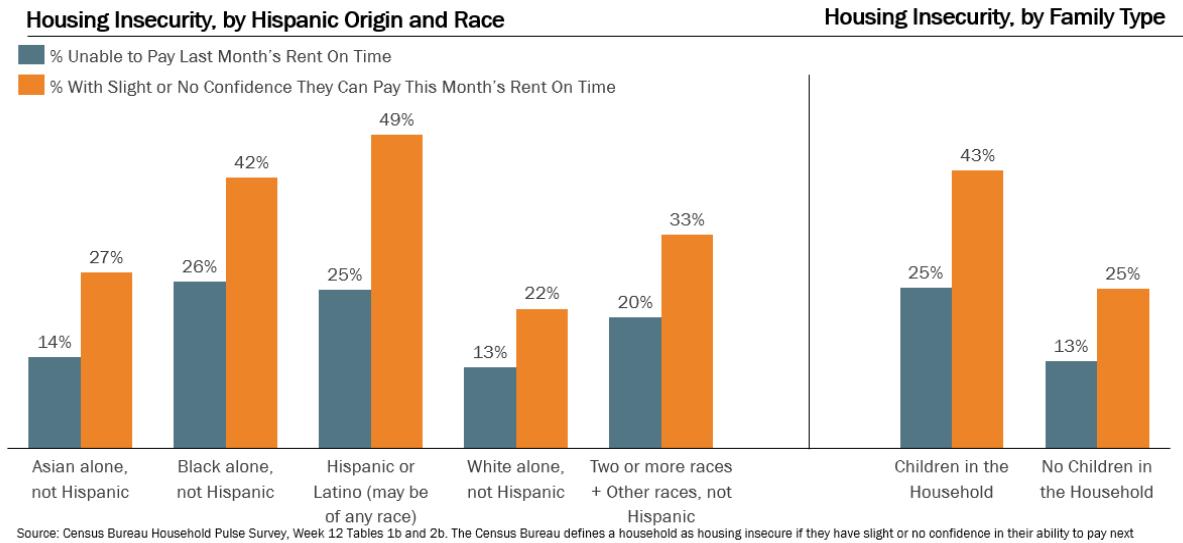
The Risk of Eviction Could Escalate Rapidly Across America

According to the most recent U.S. Census Bureau Household Pulse Survey (Week 12), 18.3% of renters nationally report that they were unable to pay July's rent on time. Forty-three percent of renter households with children and 33% of all renter households have slight or no confidence that they can pay August rent on time. Among renter households earning less than \$35,000 per year, 42% have slight or no confidence in their ability to pay next month's rent.

Black and Latinx populations consistently report low confidence in the ability to pay rent during the pandemic. The Census Bureau's Week 12 Housing Pulse Survey indicates that nearly half of Black (42%) and Hispanic (49%) renters have slight or no confidence in their ability to pay next month's rent on time, a figure that is twice as high as white renters (22%). Moreover, 26% of Black renters and 25% of Hispanic renters reported being unable to pay rent last month, compared to 13% of white renters.

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EVICTION RISK DISPROPORTIONATELY IMPACTS BLACK AND LATINX RENTERS, AND RENTERS WITH CHILDREN



Current projections indicate that America is facing an urgent and unprecedented eviction crisis. In an updated analysis of the U.S. Census Bureau's Pulse Survey, based on renter's own perceptions of their ability to pay, the Aspen Institute Financial Security Program and the COVID-19 Eviction Defense Project currently estimate that 29 million renters in 12.6 million households may be at risk of eviction by the end of 2020. Stout anticipates that up to 40 million people in more than 17 million households may be at risk of eviction through the end of the year, when considering a portion of survey respondents who have a "moderate" degree of confidence in the ability to pay rent (in addition to those with slight or no confidence). Both projections rely on renter perceptions of their ability to pay measured by the Pulse Survey.

The chart below reflects the analysis of the Aspen Institute Financial Security Program and the COVID-19 Eviction Defense Project as it relates to renters with No or Slight Confidence in the ability to pay next month's rent, as well as the analysis of additional renters with a Moderate Confidence in the ability to pay next month's rent completed by Stout. Stout's independent analysis of renters reporting No or Slight Confidence in the ability to pay next month's rent aligns with the Aspen Institute analysis presented below.

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EVICTION RISK BY STATE							
	Number of Households at Risk of Eviction		Number of People at Risk of Eviction		Percentage of Households at Risk		
Total	12,604,000 - 17,330,000		28,990,273 - 39,865,000		29% - 43%		
Alabama	222,000	-	246,000	511,000	-	566,000	37% - 48%
Alaska	18,000	-	28,000	41,000	-	64,000	20% - 35%
Arizona	204,000	-	335,000	470,000	-	771,000	22% - 39%
Arkansas	80,000	-	139,000	184,000	-	320,000	20% - 39%
California	1,804,000	-	2,345,000	4,149,000	-	5,394,000	31% - 42%
Colorado	190,000	-	259,000	436,000	-	596,000	25% - 36%
Connecticut	154,000	-	203,000	354,000	-	467,000	33% - 45%
Delaware	28,000	-	40,000	63,000	-	92,000	26% - 40%
District of Columbia	51,000	-	57,000	118,000	-	131,000	31% - 37%
Florida	818,000	-	1,110,000	1,882,000	-	2,553,000	31% - 45%
Georgia	393,000	-	565,000	903,000	-	1,300,000	29% - 45%
Hawaii	46,000	-	74,000	106,000	-	170,000	24% - 43%
Idaho	50,000	-	75,000	114,000	-	173,000	27% - 44%
Illinois	508,000	-	762,000	1,170,000	-	1,753,000	31% - 50%
Indiana	248,000	-	313,000	569,000	-	720,000	31% - 42%
Iowa	51,000	-	104,000	118,000	-	239,000	14% - 31%
Kansas	117,000	-	155,000	268,000	-	357,000	30% - 44%
Kentucky	148,000	-	211,000	341,000	-	485,000	26% - 42%
Louisiana	218,000	-	289,000	500,000	-	665,000	36% - 56%
Maine	25,000	-	56,000	57,000	-	129,000	15% - 37%
Maryland	185,000	-	274,000	426,000	-	630,000	25% - 39%
Massachusetts	208,000	-	306,000	479,000	-	704,000	21% - 32%
Michigan	317,000	-	457,000	730,000	-	1,051,000	28% - 43%
Minnesota	156,000	-	195,000	360,000	-	449,000	25% - 33%
Mississippi	114,000	-	175,000	263,000	-	403,000	32% - 58%
Missouri	189,000	-	248,000	435,000	-	570,000	23% - 33%
Montana	17,000	-	41,000	40,000	-	94,000	12% - 33%
Nebraska	40,000	-	68,000	92,000	-	156,000	15% - 28%
Nevada	182,000	-	218,000	419,000	-	501,000	37% - 47%
New Hampshire	24,000	-	39,000	55,000	-	90,000	16% - 27%
New Jersey	401,000	-	559,000	923,000	-	1,286,000	34% - 50%
New Mexico	67,000	-	105,000	155,000	-	242,000	25% - 44%
New York	1,222,000	-	1,455,000	2,810,000	-	3,347,000	36% - 45%
North Carolina	345,000	-	542,000	792,000	-	1,247,000	25% - 42%
North Dakota	16,000	-	23,000	37,000	-	53,000	13% - 21%
Ohio	535,000	-	689,000	1,231,000	-	1,585,000	33% - 46%
Oklahoma	187,000	-	234,000	429,000	-	538,000	36% - 51%
Oregon	125,000	-	176,000	287,000	-	405,000	20% - 30%
Pennsylvania	391,000	-	586,000	898,000	-	1,348,000	25% - 40%
Rhode Island	44,000	-	62,000	100,000	-	143,000	28% - 42%
South Carolina	205,000	-	273,000	471,000	-	628,000	35% - 52%
South Dakota	27,000	-	46,000	62,000	-	106,000	24% - 46%
Tennessee	309,000	-	416,000	710,000	-	957,000	35% - 52%
Texas	1,154,000	-	1,656,000	2,654,000	-	3,809,000	31% - 48%
Utah	46,000	-	83,000	105,000	-	191,000	15% - 30%
Vermont	4,000	-	13,000	10,000	-	30,000	6% - 20%
Virginia	263,000	-	384,000	606,000	-	883,000	24% - 38%
Washington	282,000	-	343,000	649,000	-	789,000	26% - 34%
West Virginia	65,000	-	78,000	149,000	-	179,000	32% - 48%
Wisconsin	99,000	-	199,000	229,000	-	458,000	13% - 27%
Wyoming	11,000	-	21,000	25,000	-	48,000	16% - 35%

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The COVID-19 Housing Crisis Could Devastate Small Property Owners, Tenants, & Communities

Significant loss of rental income during the COVID-19 pandemic creates financial peril and hardship for renters, small property owners, and communities. Without rental income, many landlords may struggle to pay mortgages and risk foreclosure and bankruptcy. The National Consumer Law Center predicts that 3 million homeowners, or roughly 5%, will have significantly delinquent mortgages by early 2021. Currently, 44% of single-family rentals have a mortgage, or some similar debt. Sixty-five percent of properties with 2 to 4 units and 61% of properties with 5 to 19 units have a mortgage. Foreclosure can lead to lack of maintenance, urban blight, reduced property values for neighboring properties, and erosion of neighborhood safety and stability. Without rental income to pay property tax, communities lose resources for public services, city and state governments, schools, and infrastructure, and can expend significant resources managing or disposing of properties acquired through tax foreclosure.

The impact of an eviction on families and individuals is even greater. Following eviction, a person's likelihood of experiencing homelessness increases, mental and physical health are diminished, and the probability of obtaining employment declines. Eviction is linked to numerous poor health outcomes, including depression, suicide and anxiety, among others. In addition, eviction is linked with respiratory disease, which could increase the risk of complications if COVID-19 is contracted, as well as mortality risk during COVID-19. Eviction makes it more expensive and more difficult for tenants who have been evicted to rent safe and decent housing, apply for credit, borrow money, or purchase a home. Instability, like eviction, is particularly damaging to children, who suffer in ways that impact their educational development and well-being for years.

The public costs of eviction are far reaching. Individuals experiencing displacement due to eviction are more likely to need emergency shelter and re-housing, use in-patient and emergency medical services, require child welfare services, and experience the criminal legal system, among other harms.

Proposed Policy Interventions Avoid Suffering, Save Lives & Prevent Severe Harm

The eviction crisis and its devastating outcomes are entirely preventable. Policy interventions at the national, state, and local levels could avoid many of the devastating costs outlined above. The COVID-19 Housing Policy Scorecard, Eviction Innovations and national and local housing rights groups offer many different eviction prevention options that are available and being considered by policymakers. However, without federal financial assistance, any intervention will be a stopgap at best, and may fail to prevent the eviction crisis and its collateral harm.

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The most comprehensive policy proposals include a nationwide moratorium on evictions and at least \$100 billion in emergency rental assistance. Combining this assistance with an extension of federally enhanced unemployment insurance for displaced workers would provide additional relief for renters. Responses like these could neutralize the eviction risk outlined in this report, eliminating the public and private costs of mass evictions that result from the pandemic. More importantly, they could prevent millions of people in America from experiencing unfathomable hardship in the months and years ahead. These solutions have passed the U.S. House of Representatives two times, and have companion legislation in the Senate.

Similarly, studies have shown a civil right to counsel in eviction cases can deliver significant benefits for tenants and landlords. While exact figures vary by jurisdiction, tenants with counsel experience improved housing stability—often by remaining in their home, but alternatively by obtaining additional time to relocate, avoiding a formal eviction on their record, and accessing emergency rental assistance or subsidized housing. Representation also leads to lower default rates and more fairly negotiated resolutions with landlords that limit disruption from displacement and ensure the rights of all parties are exercised. Other policies, such as eviction record sealing and restrictions that preclude property owners from basing tenant eligibility on eviction records, can prevent the longer-term harm that comes from eviction.

Given the incredibly high cost of evictions to renters, landlords, and communities, a wide range of policy interventions would provide significant cost avoidance for state and local government across the U.S.

Conclusion

Renters experiencing financial hardship due to COVID-19 have exhausted their resources and limited funds just as eviction moratoriums and emergency relief across the United States expire. Without intervention, the housing crisis will result in significant harm to renters and property owners. Meaningful, swift, and robust government intervention is critical to preventing the immediate and long-term negative effects of the COVID-19 housing crisis on adults, children and communities across America.

BLOCK 2: EDUCATE Stakeholders

Models of Existing Programs

Mediation as a tool became more widespread in the wake of the 2008 financial crisis. At first used to support homeowners facing foreclosure, mediation has since gained momentum across the country in addressing the eviction crisis. A 2020 policy brief issued by the Urban Institute found that landlord tenant mediation policies, processes, and resources can vary wildly across jurisdictions.

One benefit of mediation is that it is nimble and flexible to meet the complexity of landlord tenant disputes, and it is flexible in the communities and scales in which it can operate. For example, the Philadelphia Good Shepard Mediation Program began with a one-time grant of \$10,000 and now is being brought to scale through the city's housing trust fund. The appendix includes more information on the programs listed below.

Community	Program	Cost to Participants	Funding	Supportive Service Component for Tenants
Pittsburgh	Just Mediation Pgh	No cost, limited to income-eligible tenants	CDBG-CV and foundation grants	Tenants are referred to partnering agencies for financial coaching services, rental assistance, and other supportive services.
Philadelphia	Good Shepherd Mediation Program	No cost	Philadelphia Housing Trust Fund	Tenant advocates meet with tenants as part of the process; review of tenant rights and provides support through the process.
Cambridge, MA	Just-A-Start	No cost, limited to income-eligible tenants	CDBG	In-house financial assistance is available, and tenants can be referred to other supportive services as needed.
Palo Alto, CA	Palo Alto Mediation Program	No cost	Fee for service contract with local government	Case managers review tenants' rights with tenants and provide referral to other supports as needed.
Toledo, OH	The Fair Housing Center	No cost, limited to income-eligible tenants	TANF and foundation funding	Landlords and tenants are offered information on rights and responsibilities during the intake process. If there is evidence of discrimination, clients can be referred to the in-house fair housing department. Referrals to supportive services available.

BLOCK 2: EDUCATE Stakeholders

What is Mediation?

Mediation is a discussion between two disputing parties facilitated by a third party. Mediation explores a conflict from both sides and empowers the parties to resolve the conflict. Success in mediation is defined as the creation of a plan to which both parties agree and adhere to.

The mediator is a neutral party, who does not resolve a dispute for others, but helps the disputing parties resolve it themselves by supporting their constructive dialogue and interaction towards a mutually agreeable resolution.

Mediation differs from other dispute resolution processes (see Figure 1) in that the disputing parties make their own decisions and craft their own agreement. Mediation offers significant advantages over litigation and other processes by saving time and money, preserving valued business relationships, and reducing stress.

Figure 1 Models of Dispute Resolution

Mediation

A neutral third party helps disputants come to a consensus on their own. Rather than imposing a solution, a professional mediator works with the conflicting sides to explore the interests underlying their positions.

Arbitration

A neutral third party serves as a judge who is responsible for resolving the dispute. The arbitrator listens as each side argues its case and presents relevant evidence, and then renders a binding decision.

Litigation

Typically involves a defendant facing off against a plaintiff before either a judge or a judge and jury. The judge or the jury is responsible for weighing the evidence and making a ruling.

Source: PON Staff (2020)¹

Figure 2: The General Mediation Process



¹ PON Staff. (2020, April 2). *What are the Three Basic Types of Dispute Resolution? What to Know About Mediation, Arbitration, and Litigation.* <https://www.pon.harvard.edu/daily/dispute-resolution/what-are-the-three-basic-types-of-dispute-resolution-what-to-know-about-mediation-arbitration-and-litigation/>

Confidentiality

Mediations are typically confidential. In Pennsylvania, the mediator-client relationship is granted confidentiality by statute. Exceptions are that mediators may report threats against a person or property under circumstances constituting a felony or conduct resulting in injury that took place during the mediation.

Legal Requirements

Mediators do not have to be lawyers. However, it is good practice to either choose a mediator who is familiar with laws relevant to the dispute or to have a subject-matter expert participate in the process. For landlord-tenant disputes, it is recommended to have a mediator with basic landlord-tenant training and to include a tenant advocate in the process.

Mediators do not need to be affiliated with the legal system and many come from other disciplines including social work, psychology, education, and religion. There is a network of practicing mediators operating in Pennsylvania who have met the qualifications established by local and national organizations and programs. Basic training to become a mediator varies from 20 to 40 hours and can be offered by non-profits, community mediation centers, or presented by a sponsoring organization. While some states do have licensure or certifications requirements for professional mediators, this is not required of professional mediators in Pennsylvania.

Holistic Approach

Models of existing landlord tenant specific mediation programs go beyond the outlined process of general mediation by incorporating both legal support and/or education and social service supports to help address underlying issues leading to the dispute such as job loss, health crisis, needed repairs, and more. The components of a well-rounded landlord-tenant specific mediation program will be discussed in more detail in Block 3.

To learn more about basic
mediation, visit the
[Pennsylvania Mediators Council](http://www.pamediation.org)
website (www.pamediation.org)
to find trainings and mediators in
communities across Pennsylvania.

BLOCK 2: EDUCATE Stakeholders

Additional Resources on the Following Pages

- Report: Getting Landlords and Tenants to Talk
- Article: Can Evictions be Avoided? Landlords and Tenants are Negotiating Over Zoom



Getting Landlords and Tenants to Talk

The Use of Mediation in Eviction

Brian Bieretz, Kimberly Burrowes, and Emily Bramhall

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Eviction is a traumatizing and destabilizing event that can put families on a path to financial, health, and social challenges. After an eviction, families often struggle to find high-quality housing and may end up in a less safe neighborhood with fewer opportunities.¹ Parents may lose their jobs because of the instability that evictions create and have difficulty finding a new one, further exacerbating the crisis (Desmond and Gershenson 2016). Children can be forced to move to new schools or experience other educational disruptions, which in turn can negatively affect their achievement (Clark 2016; Vásquez-Vera et al. 2017). Therefore, intervening during or before an eviction crisis occurs is key for reducing the hardships that families face, and mediation has been an important tool for empowering better outcomes.

Despite their negative effects, evictions are relatively common. In 2016, US landlords filed an estimated 2.3 million evictions, which correspond to roughly 1 filing for every 20 renter households.² Though not every filing results in eviction, the disruption caused by a filing can spur many challenges that families must negotiate. Moreover, the burden of eviction is disproportionately borne by households that are lower income, including those that are Black or Latinx (Greenberg, Gershenson, and Desmond 2016). According to Hartman and Robinson (2003), “numerous studies have shown that those who are evicted are typically poor, women, and minorities.” A New York City study, for example, found that half of those facing eviction in housing court had incomes below \$10,000 and that 86 percent were Black or Latinx (Community Training and Resource Center and City-Wide Task Force on Housing Court 1993). In cities across the United States, the unequal burden of eviction compounds the challenges

these households already face, perpetuates a cycle of economic distress, and reduces opportunities for wealth building.

Mediation is an underused tool that allows communities to reduce the prevalence and negative consequences of evictions. It is an opportunity for parties to talk through disputes that may lead to an eviction and come to a resolution that leaves both parties better off. It is often used when both sides in a conflict have an incentive to work through it and identify a solution. Additionally, mediation can be used with other tools for helping families facing housing instability, such as legal support and financial assistance.

Because it facilitates discussion between the landlord and the tenant, mediation could address the most common reason behind eviction filings, the nonpayment of rent. A landlord filing for an eviction is not necessarily motivated by a desire to remove tenants; in some cases, a landlord is using the filing or the threat of eviction as leverage so the tenants will pay their rent (Garboden and Rosen 2019). Nevertheless, nonpayment of rent is a legal cause for eviction, and a filing pursued through court may result in displacement. Mediation can help landlords and tenants explore more mutually acceptable options such as an extended rent payment plan that allows tenants to remain in their unit and landlords to receive their payment (Lindsey 2010). Using mediation techniques to approach a conflict between a landlord and tenant can resolve a case before a trial, prevent the parties from accruing any court or attorney fees, and repair the relationship.

Yet, little research has examined the effectiveness of mediation in the eviction prevention process. Without much documentation on best practices and lessons learned, the places that have seen the value of mediation from their community-level experiences have challenges advocating for additional resources and policy change to support expanding their work. Eviction mediators³ face difficulties justifying the importance of their work as a key eviction prevention strategy with the lack of knowledge among families they could serve and policymakers who can enable resources for them to do more. According to eviction mediation providers we spoke with, if providers offer mediation, it is typically after an eviction is filed, which means that opportunities to intervene as soon as a crisis arises are few or nonexistent. In an effort to expand the knowledge available to practitioners and potential participants, this brief examines how mediation is used in housing courts and why mediation is a promising alternative to traditional court proceedings; it also elevates best practices for using and expanding the use of landlord-tenant mediation as part of eviction prevention strategies.

BOX 1**The Janice Nittoli Practitioner Fellowship**

The Janice Nittoli Practitioner Fellowship was developed with support from the Rockefeller Foundation to offer a leading practitioner the opportunity to use evidence-based decisionmaking to advance their organization's mission and goals. Practitioners are partnered with senior researchers at the Urban Institute to address inequities and promote social and economic development in their communities.

The 2019 fellowship was awarded to Ellen Sahli, president of the Family Housing Fund, a nonprofit based in Minnesota that seeks to expand access to decent and affordable housing. She is exploring how to connect families with eviction diversion services before a crisis and an eviction filing happens. This brief is part of the work to explore ways to help preserve the relationship and keep families in their homes. See more on the fellowship at <https://www.urban.org/janice-nittoli-practitioner-fellowship/our-fellows/ellen-sahli>.

Methodology

In November and December 2019, we interviewed representatives from 14 organizations involved in mediation programming. Our sample⁴ was 10 local mediation providers and 4 researchers who could offer a national perspective. The mediation providers brought experiences from urban, rural, and suburban areas across the US. The four national experts brought perspectives from large universities and were law professors who have worked on and written about mediation and alternative dispute resolution, including in housing disputes.

All interviewees could speak to mediation in the court system in civil cases and to mediation's role in housing court and landlord and tenant disputes. However, some mediation programs were well established in the landlord-tenant space, while others were just beginning to extend their services to that area. The interviews were designed to increase our understanding of the mediation process in housing court and determine how programs were recruiting mediation participants, what cases were best suited for mediation, what partnerships were crucial for a successful mediation, and what prevented programs from expanding their services. However, one key limitation to our process was the difficulty in recruiting a representative sample. Policies, processes, norms, and resources can vary widely from jurisdiction to jurisdiction. Although we attempted to obtain a diverse sample of interviewees to be able to examine variation across jurisdictions and extract generalizable findings, not all major cities, counties, or states are represented in our sample. Additionally, because we interviewed only one organization in each metropolitan region, our findings are skewed to that organization's experiences. Where possible, we linked the experiences shared by interviewees to the broader theory of how mediation works in eviction processes to develop the insights described in this brief.

Background on Mediation

Mediation is a type of alternative dispute resolution, which includes a range of strategies and techniques for settling disputes with a third party, typically outside a courtroom. In mediation, a neutral intermediary helps conflicting parties jointly resolve their concerns (Beer and Packard 2012). When successfully implemented, mediation empowers the two parties, rather than a judge or other authority, to determine the outcome (McCorkle and Reese 2018). Mediation is often a better space for parties to explore the relational and emotional elements of a dispute and ensure that they feel heard. As a result, mediation is particularly appropriate for conflicts that involve ongoing relationships, such as divorce, child custody disputes, and disagreements among families or communities. Evictions often stem from a similar breakdown in communication between a tenant and a landlord, but mediation is an underused strategy in housing-related disputes.

Mediation is particularly appropriate for conflicts that involve ongoing relationships, such as divorce, child custody disputes, and disagreements among families or communities.

Mediation generally works best when both parties want to find a mutually agreeable outcome and preserve the relationship. In writing about mediation in general, Fisher and Ury (2011) recommend that parties avoid taking strong initial positions because the tendency to “dig into one’s position” can make it difficult to agree to a solution that differs from where one began. This means that both parties need to be flexible and willing to work through problems. Through mediation, each party can be brought to understand the pressures and limitations faced by the other, and this understanding allows for a negotiated agreement (Fisher and Ury 2011).

Mediators can use many techniques to get parties to reach an agreement. But factors beyond the mediator’s control may influence a case’s outcome. In a 2017 review of research on mediator techniques, the American Bar Association found that drawing causal inferences about techniques across studies was difficult. Among the strategies reviewed, different techniques can yield different results depending on the scenario. Negative effects included a reduced likelihood of settlement or the filing of more adversarial motions, while positive effects included strengthening of the disputants’ relationships and joint goal achievement (ABA 2017). The following are some techniques the American Bar Association reviewed:

- **Pressing or directive styles and actions.** Mediators who used a direct or pressing style were found to either increase the likelihood of achieving settlement or have no effect. However, some studies found that criticism of the disputants could have a negative effect on the relationship and outcome.

- **Offering recommendations, suggestions, evaluations, or opinions.** Providing recommendations, suggestions, and the like was generally found to have a positive effect or no effect on a case's outcome.
- **Eliciting disputants' suggestions or solutions.** Drawing suggestions from the disputants was generally seen as having a positive effect on a case and was associated with a greater likelihood of reaching a consent order and a decreased likelihood of a post-mediation enforcement action.
- **Giving more attention to disputants' emotions, relationship, and sources of conflict.** Mediators had mixed success reducing the emotional tensions or controlling hostility, but giving attention to emotions, relationships, and sources of conflict had a positive or no effect overall.
- **Working to build trust and rapport, expressing empathy or praising the disputants, and structuring the agenda.** Mediator strategies to build trust generally had a positive or no effect on outcomes. However, process-focused strategies such as summarizing, reframing, or using a facilitating style had mixed success (positive, negative, or no effect).
- **Using pre-mediation caucuses.** The success of pre-mediation caucuses or meetings was mixed. Pre-mediation could be useful for building trust but was associated with negative outcomes when used to try to get parties to accept settlement proposals.

Mediation in Landlord-Tenant Disputes

Mediation could be a powerful tool in landlord-tenant disputes for two related reasons: (1) evictions are harmful for all parties involved and (2) negotiated agreements are possible. In addition to lost rent, landlords can lose hundreds of dollars in the court process through filing fees to serve an eviction summons and attorney fees. In Boston, for example, HomeStart, a homelessness prevention organization, estimated that the cost of eviction averaged more than \$6,000 for private landlords and \$10,000 for the Boston Housing Authority.⁵ Following an eviction judgment in most jurisdictions, a landlord must pay the fee for a writ of possession and an additional fee for forced relocation.⁶ Tenants face costs related to moving and the loss of their belongings and security deposit, along with other negative consequences associated with forced moves, including moving farther from work, into less safe neighborhoods, and into substandard housing (Desmond and Gershenson 2016). Tenants may also need to miss work to attend a court hearing, which can be an additional burden depending on their job flexibility. Moreover, a decision that results in eviction means that a tenant must find a new home, and regardless of the outcome, tenants will have a negative mark on their rental history after going through a formal court proceeding. This can make finding safe, decent housing difficult.

Not every dispute is solvable through mediation, and parties can stop the process at any time and move forward with court proceedings. But mediation can help deescalate landlord-tenant disputes by removing them from the intensity of the courtroom. And if mediation leads to a compromise, it can be cheaper than eviction for both landlords and tenants and leave both parties better off. Even if the

compromise is for the tenants to leave, they might do so without an eviction, which is better than leaving with an eviction.

Moreover, mediation can be a platform for repairing the relationship between a landlord and tenant and allows each party to raise issues the other party might not be aware of. Listening to and humanizing another person is easier in mediation than in a courtroom setting. Many disputes can be traced to a communication breakdown between the landlord and tenant. For example, a landlord may be unaware of a tenant's financial difficulties, and the tenant may feel uncomfortable sharing that information. Or if tenants have been behind on rent, they may feel uncomfortable raising maintenance issues. These communication breakdowns can lead to negative feelings on both sides that must be repaired for the relationship to move forward. A courtroom presided over by a member of the judiciary is generally not a place where relationships are repaired, and the landlord-tenant relationship may be damaged further in such an inflexible and adversarial setting. When mediation is integrated into the process ahead of a hearing, parties have the opportunity to work through their issues.

Consider a landlord-tenant dispute in which the tenant has missed two rent payments. The landlord could use the court to enforce their right to evict the tenant for nonpayment of rent. In court, a decision might favor the landlord. However, all parties might be better off with the opportunity to discuss the situation and pursue an alternative outcome or agreement. A mediator could help the landlord and tenant understand each other's needs and constraints so that a mutually agreeable solution could be developed ahead of a court hearing. Through mediation, the landlord might learn that the tenant had suffered a temporary setback but will be able to pay rent if given an extended timeline through a repayment plan. The tenant might learn about constraints on the landlord—perhaps that a mortgage payment is due on the first of the month—and an acceptable time frame for repayment. Rather than focusing on the rights of each party, a mediator will consider the parties' interests. A landlord may have an interest in solving a dispute quickly and cost-effectively, and through mediation, the landlord and tenant can negotiate a compromise that saves time and money.

Rather than focusing on the rights of each party, a mediator will consider the parties' interests.

As a method of eviction and homelessness prevention, mediation is most appropriate for households facing temporary, crisis-generated housing instability. Mediation can buy time for tenants to find a new home, earn money for rent, or access financial resources that would allow them to stay in their current home—activities that can stabilize their housing situation (Culhane, Metraux, and Byrne 2011). However, mediation can also be used in cases in which households face a more permanent financial crisis—such as a chronic health condition that limits employment—that may make the rent unaffordable over an extended period. In these cases, mediation can soften an exit by leading to a move-out plan that avoids a formal eviction.

Power Imbalances in Landlord-Tenant Disputes

A major power imbalance between two parties involved in a dispute can make mediation difficult or unworkable, so considering the power dynamics inherent in a particular dispute is important. In landlord-tenant disputes, the landlord is typically in a stronger position. The genesis of most disputes—the tenant owing the landlord money—automatically places the tenant at a disadvantage because the landlord can evict the tenant. Moreover, tenants are likely facing financial shortfalls, while landlords are more likely to have access to financial resources, even if they are smaller landlords.

Landlords are also overwhelmingly more likely than tenants to be represented by a lawyer in eviction proceedings (Hartman and Robinson 2003). Matthew Desmond (2015) estimates that nationwide, 90 percent of landlords have access to an attorney but only 10 percent of tenants do. The number of tenants with access can fluctuate depending on the jurisdiction. In New York City, for example, before a 2017 right to counsel law passed, only 1 percent of tenants were represented (NYC HRA 2018). Access to legal information and representation can have a huge effect: tenants who have access to lawyers or other legal services are significantly less likely to experience an eviction (box 2).

BOX 2

Right to Counsel

In housing courts across the country, tenants are rarely represented by counsel, while the majority of landlords are (Desmond 2015; Engler 2010). Under this imbalance of representation, tenants frequently lose their cases in court and face eviction from their homes.

Research has shown that when tenants have representation in court, they are more likely to avoid eviction. A study in Boston found that two-thirds of tenants with full representation were able to stay in their homes, compared with only one-third of tenants without representation, and a study in the New York City borough of Manhattan found that the number of warrants for eviction decreased 77 percent when tenants had access to legal defense (Boston Bar Association Task Force on the Civil Right to Counsel 2012; Stout Risius Ross 2016). Attorney assistance can reach beyond eviction prevention; it can also help keep an eviction off a tenant's record, negotiate extended time for tenants to move out, reduce the amount of money owed to a landlord, and help tenants apply for resources such as rental assistance.^a

In the face of this disparity in representation, cities have begun to implement a right to counsel. In 2017, New York became the first city to pass legislation committing to make legal services available to all tenants facing eviction in housing court. Since then, Philadelphia; Newark, New Jersey; Cleveland; and San Francisco have established programs.

New York City's Office of Civil Justice with the Human Resources Administration is leading the program's administration to tenants with incomes less than 200 percent of the federal poverty level. Access to counsel is rolling out zip code by zip code until 2022 (NYC HRA 2018).

It is too soon to determine the effects of right-to-counsel programs; however, primary findings point to positive outcomes. A 2013 study in Manhattan found that an estimated 5,237 families could have avoided stays in the shelter system if they had been provided counsel. A year after the program's implementation in New York City, the Office of Civil Justice found that approximately 34 percent of tenants in eviction proceedings were represented by counsel (NYC HRA 2018).

Right-to-counsel policies show promise in enabling tenants to remain in their residences. As these programs spread within and across cities, lessons will be learned about how cities fund and staff the initiatives.

^a Kriston Capps, "New York City Guarantees a Lawyer to Every Resident Facing Eviction," *CityLab*, August 14, 2017, <https://www.citylab.com/equity/2017/08/nyc-ensures-eviction-lawyer-for-every-tenant/536508/>.

Mediators must remain neutral parties. They cannot, for example, give legal advice or tell the landlord or tenant to do something. However, they are not without tools to navigate power imbalances between landlords and tenants. Mediation itself can be empowering for tenants who may otherwise feel unable to bring up issues. According to Davis and Salem (1984), mediators have several ways to navigate power imbalances. First, mediators can create a space that allows for an open conversation, ensure that parties have an equal voice in the discussion, and allow participants to explore a range of options. Second, mediators can model behaviors that they expect participants to follow, such as showing respect and treating others equally. Finally, mediators can encourage participants to share knowledge that the other party might not be aware of.

What Counts as Success?

The organizations we interviewed measured success based on whether the two parties came to an agreement. Success was not measured on whether an agreement was in "the landlord's favor" or "the tenant's favor." Agreements could include a plan for the tenant to repay the landlord, but also a plan for the tenant to move out of the housing. Interviewees noted that including moves as part of the definition of success was important because a move through mediation is less destabilizing than a move through eviction. In some cases, because of job losses or other factors, tenants may simply be unable to afford the home they are in. Through mediation, they can negotiate a smoother transition that allows them to avoid the negative mark of having been evicted:

"If it's something where people's good jobs went away and the rent is just not attainable, the challenges that you're going to experience and the consequences...we can avoid that and negotiate a move out with dignity." —Eviction mediation provider

"Our ideal is to have both people walk away happy. You don't want one person to walk away happy and the other person to walk away devastated. Our model is facilitative to allow people to make the decisions they want to make and do no harm. When both people are a little unhappy, you breathe a sigh of relief, when there is that power imbalance." —Eviction mediation provider

A mediation's success can also be determined by whether the parties involved in the dispute remain out of the court system. Some practitioners we interviewed checked court records to determine whether tenants faced a subsequent filing from their landlord. One interviewee determined that of the tenants who went through the mediation process, 86 percent did not return to court that year and likely avoided subsequent evictions.

Findings on Mediation and Mediation Programs

The semistructured interviews with mediators and experts on mediation yielded insightful findings on best practices, flexibility to conduct mediation in and out of the court system, and considerations for expanding mediation programs. This section summarizes the key reflections from our interviewees. Proponents of mediation recognize its potential to resolve disputes between landlords and tenants (box 3). As mediation gains prominence in housing courts, our interviewees share insights about the factors that are hampering their success and strategies that are strengthening their impact.

BOX 3

Mandatory Mediation

The use of mediation is widely accepted in civil court cases, in particular those in family and small claims court. Some federal district courts mandate that civil cases consider alternative dispute resolution methods such as mediation.^a In other courts, certain kinds of disputes are automatically referred to a third-party mediation.^b For example, North Carolina requires that cases involving contested child custody and visitation be sent to mediation before or concurrent with a case's court hearing.^c

Mediation gained prominence in the housing realm during the 2008 foreclosure crisis. Ten state and local governments implemented mediation programs for borrowers and mortgage servicers during the foreclosure process, some voluntary and some mandatory. During this time, the City of Philadelphia mandated mediation for homeowners facing foreclosure. Foreclosure notices contained a form that directed homeowners to call a Save Your Home Philly Hotline to begin mediation (Jakabovics and Cohen 2009).

The foundation of mediation is the willingness of both parties to resolve a conflict. If landlords and tenants are coerced into mediation, they may feel as though they no longer have self-determination in the process. Mediation can then seem like another court procedure, and willingness to resolve the dispute—a core feature of mediation—may not be participants' main motivation. Although there is some tension around court-mandated or -suggested mediation, use of the tool increases when it is recommended by a judge or referee (Quirk 2010).

Under some processes, mediation is a built-in step of the court filing process or a strong suggestion from a judge. When parties are required to attend a mediation session, they are not required to reach an agreement and may proceed with a formal hearing if they wish to. Mediation and other alternative dispute resolutions could lighten the dockets in active housing courts, where judges can face 40 to 60 cases a day.^d

^a See "Summaries of Each Federal District Court's Local ADR Rules" on "Compendium of Federal District Courts' Local ADR Rules," US Department of Justice, updated March 11, 2020, <https://www.justice.gov/archives/olp/compendium-federal-district-courts-local-adr-rules>.

^b "How Courts Work," American Bar Association, September 9, 2019, https://www.americanbar.org/groups/public_education/resources/law_related_education_network/how_courts_work/pretrial_conference/.

^c "Child Custody and Visitation Mediation Program," North Carolina Judicial Branch, accessed March 24, 2020, <https://www.nccourts.gov/programs/child-custody-and-visitation-mediation-program>.

^d N. R. Kleinfield, "Where Brooklyn Tenants Plead the Case for Keeping Their Homes," *New York Times*, May 20, 2018, <https://www.nytimes.com/interactive/2018/05/20/nyregion/landlord-tenant-disputes-housing-court.html>.

Referrals Come from Many Places, but Mostly through the Court System

The court system champions mediation and is a common referral point for many mediation cases. Interviewees reported that in many communities, judges encourage parties to try mediation before continuing with formal court proceedings. These mediation services providers are often physically present in the courthouse, allowing them to engage with landlords and tenants on the day of their trial. When sending eviction summons, some courts include flyers containing information about mediation and contact information for mediation services:

“We are moving towards something called presumptive mediation. All those filed would be presumed good for mediation. Basically, an opt-out system instead of an opt-in.” —Eviction mediation provider

“We work with the court as well. The calendars are usually far too large for the judge to get through. Every contested case gets referred to mediation. We don’t have a problem pitching mediation because that’s what the court does.” —Eviction mediation provider

Interviewees also worked to build out other points of referral through tenant organizations, government offices, social services, and community organizations. Tenants who are behind on rent may seek assistance from a local social service group for other financial challenges (e.g., behind on car payments, no money for food) and can be referred into mediation if they are in a dispute with their landlord.

Mediation Typically Happens in the Court System

Because the court system plays a crucial role in referring and recruiting mediation clients and the courthouse is the most common point of contact for tenants and landlords, mediation often occurs in the courthouse on the day of an eviction proceeding. Interviewees reported that they may meet with landlords or their attorneys and tenants in the hallways between courtrooms or in the courtroom itself as they attempt to work out an agreement. Although this practice meets clients where they are, it can create challenges to facilitating effective mediation. For one, tenants are worried about losing their homes, and that stress can make advocating for their rights difficult. Additionally, meeting in this manner can reduce the amount of time available to find a solution:

“Community mediation lasts about two hours, can be one session or many sessions....The cases we divert from the court [are] about two hours and one session. In the court, there is time pressure—45 minutes to an hour and those are one time.” —Eviction mediation provider

Eviction Mediators See Benefits to Moving Mediation Earlier in the Process

The mediation providers we interviewed reported that offering mediation before an eviction is filed can be advantageous to all parties. One interviewee said: “The earlier you catch [the crisis], the better. Ideally, you want to catch it before they wind up in housing court. If we get them in court, it’s harder to repair the relationship.” Interviewees identified numerous benefits of pre-filing mediation, including that parties are more open to alternative solutions before filing than afterward; interviewees said that

parties' positions tend to harden in court. In addition, mediation tends to be less expensive than going through the court processes and can lead to better outcomes for tenants. Even if a tenant ultimately moves, mediation can lead to terms that are suitable for both the landlord and tenant:

"With eviction cases, with all that lead-up, by the time a landlord finally files, their eyes are popping at how much money is owed. The sooner you get in, they might be more amenable, less frustrated." —Eviction mediation provider

"Pre-filing, the field is a little more even for both. That clock hasn't started to tick yet. It's a little bit easier to have a more realistic conversation on how to move forward....If the landlord has invested in an attorney and taken time off work and is set on wanting the tenant out, at that time, the only conversation we can engage in is how long the tenant can stay before they move out."

—Eviction mediation provider

Despite the benefits of pre-filing mediation, interviewees said that most mediation occurs post-filing for their organizations. Interviewees said identifying clients was the biggest obstacle to intervening early. Several interviewees noted that tenants are the parties who know ahead of time that a rent payment will be missed and that tenants often have strong reasons for waiting to inform their landlords. For instance, tenants may hope that money will come through before the first of the month. They also may rightly fear that mentioning their financial difficulties to the landlord could result in negative actions, such as the landlord's being less responsive to a maintenance request. Several interviewees highlighted that pride plays a role as well; most people want to pay their debts on time and have difficulty asking for help. For example, one interviewee stated:

"Some tenants might be fearful of alerting landlords early. They're afraid of ticking the landlord off. They sometimes think that they will get a job and lightning will strike before rent is due. I don't think that's a crazy thing to imagine for yourself. There might need to be an incentive, like the ability to access emergency assistance." —National researcher

Tenants, Landlords, and Service Providers Are Generally Unaware of Mediation

Interviewees overwhelmingly reported that a significant barrier to greater use of mediation for dispute resolution was a general lack of awareness about the option. Interviewees said that this was the case among landlords, tenants, and service providers. Interviewees also reported that even when one party has a general idea about mediation, there can be additional barriers, such as getting the time off work and finding child care to then be able to go to a mediation appointment. This general unfamiliarity limits the number of potential clients. Furthermore, when people have some awareness of mediation, they generally understand it as a service provided in the court setting. There is even less knowledge about accessing mediation services in a community setting before eviction.

Additionally, service providers and other potential partners in the housing and eviction-prevention space do not completely understand how eviction may complement or supplement their services. Further education among potential partner organizations could help build pathways to productive partnerships:

"People are trying to figure out what mediation is. Social service providers think in terms of meeting the need quickly. What we offer is a little more preventative, less crises. We need to help people understand this is the piece that we offer and this is how our piece can fit in. You can offer the crisis piece and we work through the long-term relationship piece." —Eviction mediation provider

Misconceptions Can Influence How Tenants and Landlords Approach Mediation

Interviewees reported that tenants' ideas about what is and is not allowed during the eviction process can be inaccurate. Although laws vary among jurisdictions, interviewees reported several common misconceptions among tenants, including that tenants cannot be evicted during the winter, that tenants cannot be evicted if they have small children, and that tenants can simply withhold rent for repairs to the unit. Given these misconceptions, tenants and landlords may feel that engaging in mediation is unnecessary or that mediation may not solve their issue.

Individual Landlords and Small-Scale, For-Profit Companies Tend to Be More Open to Mediation

The mediators we interviewed noted that landlords with many properties are less likely than landlords with only a handful of properties to engage in mediation. Interviewees cited several reasons for this. Landlords with many properties and property management companies are more likely to be corporate or absentee landlords and are therefore more likely to be represented in court by a lawyer. Lawyers, unless otherwise instructed, can feel that they lack the authority to deviate from the eviction proceedings and strike a deal with a tenant through mediation. One interviewee also noted that in their community, most landlords with many properties were represented by lawyers who were generally opposed to mediation because they think mediators advocate for tenants.

On the other hand, landlords with only one property or a handful of properties are more likely to have community ties or a personal relationship with the tenant. As noted previously, a desire to maintain the relationship is a key motivator and enabling factor for a successful mediation. This makes smaller landlords more flexible and approachable even if they have a lawyer. Additionally, landlords with only one property or a handful of properties typically operate with thin margins and have an incentive to find the most cost-effective solution.

The Laws and Norms around Eviction Vary in Each Jurisdiction, Making Eviction Prevention Complex

Interviewees noted that how the eviction process and rules are set up can be crucial to the effectiveness of mediation. In particular, the time frame for how a case unfolds can help or hinder mediation. One interviewee who provides legal aid to tenants noted that the court's timeline can be used to push the parties to an agreement in mediation. In their community, they can ask for up to 10 extra days after the original summons and for an adjournment of seven days. In that time, the tenant is likely to be paid again, potentially twice, and they can use the money to pay rent. If instead the landlord moves forward

with eviction, the landlord will lose the current month's rent and any additional months' rent while looking for a new tenant plus any related fees. This timeline can therefore create a strong financial incentive for the landlord to make a deal with the tenant. Alternatively, one interviewee noted that in their community, the volume of cases heard by the courts each day creates a need for judges to render faster judgments and reduce the amount of time allotted to a case. In that jurisdiction, it can be difficult to get a postponement to extend the amount of time a case can be worked on through mediation.

Recommendations and Opportunities

The primary need identified across interviews was to build an ecosystem of eviction prevention strategies that support mediation. Building this ecosystem requires three interrelated and interdependent strategies: awareness, access, and resources. Tenants, landlords, community groups, and other stakeholders need more information about the benefits of mediation and when, how, and why to connect with mediation providers. Through greater awareness, people can make better decisions and access services before the point of crisis, which can lead to more pre-filing mediation. Awareness needs to be paired with access, however. People must be able to access the help they need when they need it. Access needs to be expanded not only to pre- and post-filing mediation, but also to other services that support mediation. Finally, for access to be practical, these systems need more resources. Mediation providers need greater resources to expand awareness of and access to mediation services and to connect with people before eviction notices are filed. Tenants need financial resources to cover rent and legal assistance to know their rights and be able to advocate for themselves in the process, including during mediation. In the long term, tenants may also need access to other services, such as employment support.

Within this framework of awareness, access, and resources, we present the following four recommendations.

Build Relationships in the Community

Building relationships with various organizations—landlords, government agencies, and nonprofits—can help mediation providers expand awareness of and access to mediation services, hopefully reaching clients before an eviction is filed. Each type of organization can refer clients and help connect mediation providers with tenants for pre-filing mediation. Many of these organizations provide complementary services, such as legal or financial assistance, that help increase the effectiveness of mediation.

RELATIONSHIPS WITH LANDLORDS

Several interviewees noted that their mediation organizations have built relationships with landlords, particularly those with fewer properties, who have become more willing to use mediation in the future. Mediation offers numerous benefits to landlords who prefer to avoid the costs associated with the eviction process, but many may not know about it.

There may be opportunities to engage with landlords who have more properties and have used mediation less frequently. Working with larger organizations can have challenges, but the benefit of doing so is the ability to insert mediation into more cases and to potentially expand pre-filing mediation. For example, a landlord with many properties such as a housing authority could institute a “mediation first” policy or disseminate information about the benefits of mediation among its tenants, empowering tenants to come forward if they are having difficulty making rent:

“That’s why we work to help the landlord understand how a mediation agreement can be crafted in a way that says if a tenant misses one payment, they can immediately flag and move on with the eviction. Landlords are reluctant if they don’t understand that an agreement can give them protection.” —Eviction mediation provider

“Our hope is that we can do some outreach to some of the larger landlords and that will help get the word out and once the landlords start to participate in the program. We spoke to a group in Boston and that was their advice. Once you get one to two on board, then the word will get out and landlords will reach out and contact you.” —Eviction mediation provider

RELATIONSHIPS WITH SOCIAL SERVICE ORGANIZATIONS

Social service organizations can augment the capacity of mediators by providing needed services. The majority of evictions stem from nonpayment of rent, and perhaps the most important service is emergency assistance. The availability of emergency assistance gives the tenant more negotiating power at the mediation table. This assistance allows tenants to pay rent they owe and is a motivating factor for landlords to engage in the mediation process. As one interviewee noted:

“We will put the tenant in touch with emergency resources. We do enormous work with folks that provide emergency resources. We work closely with that organization so we can communicate with the landlord. We help facilitate an approval letter and some kind of documentation from the funding source. Not just ‘the check is in the mail.’” —Eviction mediation provider

RELATIONSHIPS WITH LEGAL AID ORGANIZATIONS

The power asymmetry between landlords and tenants, along with tenants’ unfamiliarity with parts of the law, can make it difficult for tenants to advocate for an agreement that is in their best interest through mediation. Effective mediators remain neutral, and although they can provide legal information, they cannot provide legal advice. Other organizations can fill that gap through legal assistance and by ensuring that both tenants and landlords understand their rights. Many mediation providers we spoke to partnered with legal aid organizations and pro bono lawyers. Recently, communities have begun expanding access to counsel during eviction procedures to represent tenants in the courtroom. Tenant attorneys can also be advocates in the mediation process.

“It’s a collaborative effort....A good legal information system plays a big role, pro bono attorneys or us—getting information on rights and responsibilities that tenants and landlords have is important before a discussion can happen.” —Eviction mediation provider

Increase Awareness of Eviction Mediation through Campaigns

Almost all interviewees noted an information scarcity among tenants and landlords on the benefits of mediation. Greater awareness of mediation would help increase the number of people served and allow landlords and tenants to access mediation before an eviction is filed. Interviewees overwhelmingly agreed that pre-filing mediation has the greatest potential to reduce costs, prevent evictions, and repair landlord-tenant relationships.

A few strategies can be used to overcome this gap in information. The most direct would be a public awareness campaign for tenants on both mediation and their rights and responsibilities. This strategy could educate a large number of people and direct them to resources and organizations that provide assistance:

"We do the workshops at homeless shelters, churches, CBO [community-based organizations], and that has helped to teach people how not to shoot themselves in the foot. We are not legal aid. We don't call our workshops come learn your rights...but learn how the eviction process works."

—Eviction mediation provider

If strong relationships are in place, social service-oriented organizations can be key allies for mediation providers. These organizations can be sources of referrals for mediation providers.

Increase Access to Services through Online Mediation

One interviewee noted that they had had success reaching clients and lowering the cost of mediation through online platforms. More organizations can post information in an easy-to-read and easy-to-access format, such as lists of the top things to know, step-by-step guides, and explainer videos. Laws and regulations can be daunting and dense for even the most educated audience. Making that information more accessible can help give tenants a strong foundation in their rights. It could also connect tenants with mediation services before they miss a rent payment and an eviction is filed.

Additionally, online platforms such as Zoom can facilitate mediation between people who may not be able to meet in the same place. This could be particularly helpful for tenants and landlords in rural areas and areas with poor transit connections and for people with demanding schedules.

Identify Local Policy Changes That Can Make More Supports Available

Local governments can help reduce evictions by providing more financial resources to people facing evictions, whose primary obstacle to covering their rent is often simply a temporary shortfall in cash. Providing them with financial help can stave off eviction, saving communities money and people from the negative consequences of eviction. The amount of assistance required is significantly smaller if it can be deployed before court proceedings begin:

"Mediation can solve [the simple cases] by connecting people to resources and buying time before the landlord begins the court process. Services that are free or low cost will encourage tenants and landlords to participate and might begin to close the equity gap because Black and brown households are most likely to get evicted by their observation." —National researcher

For people who have more complex needs, such as underlying health issues or persistent unemployment, connection with other resources in the community can help them achieve housing stability. By connecting mediation with these services, mediation providers can serve as an entry point.

Conclusion

Although greater access to, awareness of, and support for mediation in landlord-tenant disputes can ameliorate the effects of evictions, other policy solutions are still needed. The eviction crisis is in many ways an outgrowth or symptom of the housing affordability crisis. Nationwide, 47 percent of renter households are cost burdened, paying more than 30 percent of their income toward rent, according to the Harvard University Joint Center for Housing Studies. Moreover, 11 million renter households are severely cost burdened, paying more than 50 percent of their income toward rent (JCHS 2019). For many of these households, an unforeseen emergency—such as a job loss or medical emergency—pushes them over the edge, their housing becomes unaffordable, and they miss their rent payment, triggering an eviction.

Mediation can be an excellent tool to address the immediate issue between the landlord and tenant, but it cannot end the cycle of poverty, eviction, and homelessness that is a reality for many people. More people need access to safe, stable, and affordable housing. Increasing the supply of affordable housing can have numerous benefits, including reducing the number of evictions and the number of people ending up in homelessness.

Notes

- ¹ Emily Peiffer, "Why We Need to Stop Evictions Before They Happen," *Housing Matters* (blog), Urban Institute, July 25, 2018, <https://housingmatters.urban.org/feature/why-we-need-stop-evictions-they-happen>.
- ² See "National Estimates: Eviction in America," Eviction Lab, May 11, 2018, <https://evictionlab.org/national-estimates/>. Population and household information is from the 2016 American Community Survey.
- ³ We use the terms "eviction mediator" or "eviction mediation provider" in this brief, but some organizations may refer to themselves as "housing mediators" or "landlord-tenant mediators."
- ⁴ The interviewees shared perspectives from several states, including California, Florida, Minnesota, New York, North Carolina, Ohio, Pennsylvania, and Washington. They also provided comments on the national and regional landscapes of mediation in eviction prevention.
- ⁵ For more information on HomeStart's estimates, see "Eviction Prevention," HomeStart, accessed March 24, 2020, <https://www.homestart.org/prevention>.
- ⁶ For examples, see "Milwaukee County Sheriff's Office Steps for the Eviction Process," https://www.milwaukeejusticecenter.org/uploads/1/0/9/0/109072171/eviction_checklist.pdf; and "Eviction Procedure—Property Owner's Guide," Cook County, Illinois, <https://www.cookcountysheriff.org/courts/civil-services/eviction-procedure-plaintiffs-guide/>.

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About the Authors

Brian Bieretz is a policy associate with the Research to Action Lab at the Urban Institute. He provides training and technical assistance to local governments interested in pay for success and implementing evidence-based programming. Previously, he worked for Sage Computing, where he wrote about housing and community development issues, and for the Maryland Department of Planning. Bieretz received his BA in history from American University and his MA in urban planning from the University of Maryland.

Kimberly Burrowes is a training and technical assistance specialist with the Research to Action Lab, where she works with local government agencies and nonprofits to coordinate and deliver training and technical assistance to tackle policy challenges. Her background is in participatory engagement and community planning, with a focus on affordable housing solutions. Burrowes has a BA in geography and international development and an MA in community development and urban planning from Clark University.

Emily Bramhall is a policy assistant in the Research to Action Lab, where she works on various projects in the fields of education, workforce development, and inclusive growth. Before joining Urban, she worked with YouCAN, a high school summer program focused on promoting leadership and civic engagement in Buffalo, New York. Bramhall received her BS in policy analysis and management from Cornell University.

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500 L'Enfant Plaza SW
Washington, DC 20024

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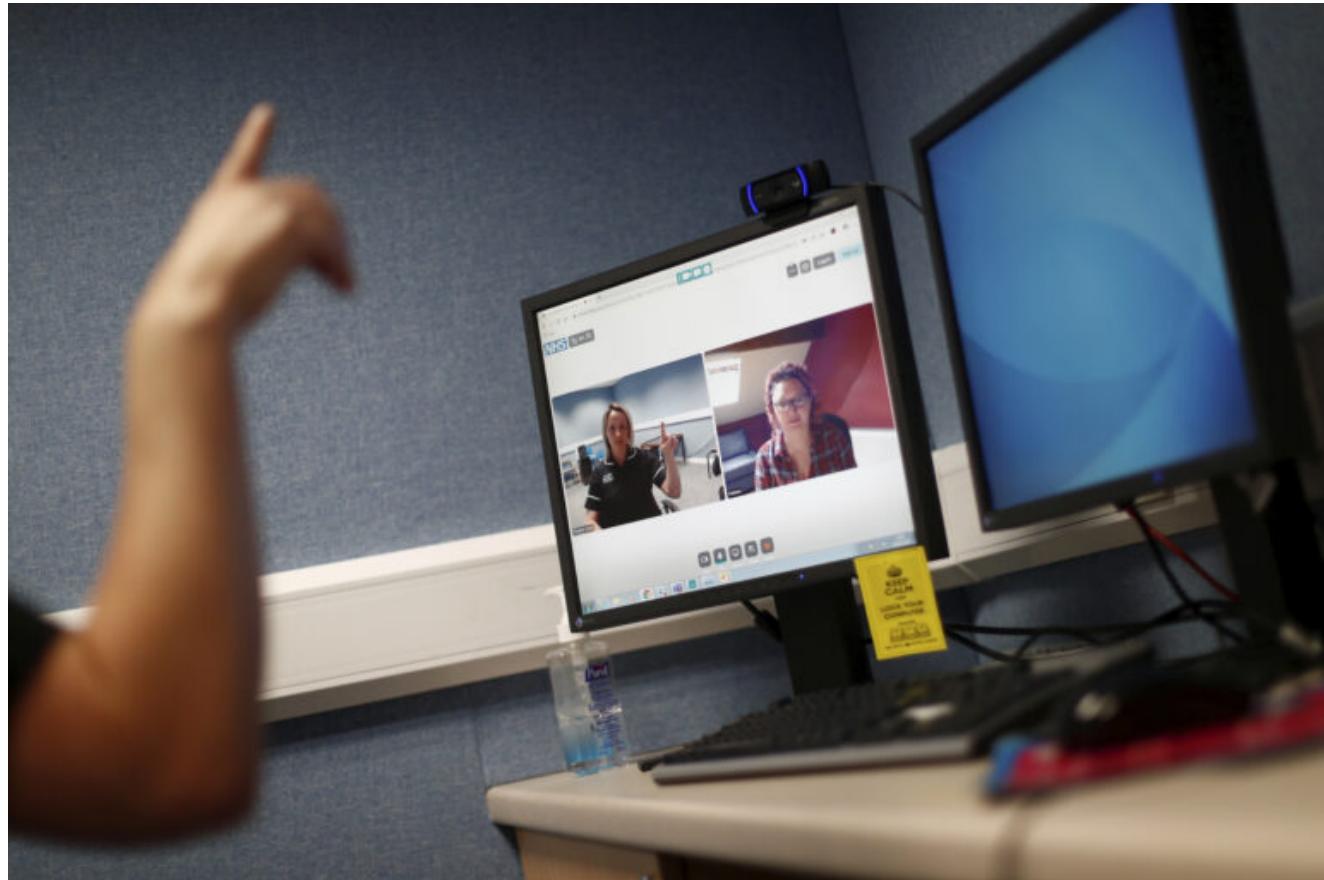
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CORONAVIRUS PANDEMIC

Can evictions be avoided? Landlords and tenants are negotiating over Zoom

By Jared Brey · May 26, 2020

 Professionals are turning to Zoom to carry out work typically done in person. (Hannah McKay/Pool Photo via AP)

Before the coronavirus pandemic began, Sue Wasserkrug, a program administrator at the Good Shepherd Mediation Program, mediated a conflict involving a tenant and a landlord. The tenant's unit needed repairs, so the tenant had gone ahead and done the work himself, assuming that he could deduct the cost from his next rent payment. But the landlord hadn't authorized the work ahead of time, so she was demanding full rent. The case came to Good Shepherd through the tenant. Over a roughly two-hour session, Wasserkrug helped the landlord and tenant come to an agreement. As often happens in such sessions, the level of tension gradually dissipated. At the end, the parties put an agreement in writing.

"It was a question of working out exactly how much the tenant was going to have deducted from future rental payments," Wasserkrug said.

In many cases, the stakes are higher. In the last few years, well-publicized research has shown that tenants who are fighting evictions in landlord-tenant court face terrible odds. In a typical case, landlords are usually represented by lawyers, while tenants are usually not — an imbalance that works in the landlord's favor.

Now that the pandemic has sparked a sharp economic downturn, advocates predict an avalanche of evictions that will hit after Gov. Tom Wolf's moratorium on evictions ends in July. Mediation could prove a tool to help prevent those evictions.

Since the pandemic began, Wasserkrug's group has offered virtual mediation through Zoom. Wasserkrug said she hasn't yet personally done any video-conference mediations, but she has done some over the phone. It can be tricky to try to mediate conflicts without being able to read people's body language, she says. But in any circumstance, the process can offer concrete benefits to both parties, she said.

"Mediation is a particularly good conflict-resolution process for situations where the parties have some kind of a relationship and they're going to continue to have some kind of a relationship, as opposed to a car accident with a stranger, where you don't know the person," Wasserkrug said.

Mediators act as neutral third parties, and their goal is to help clients — including landlords and tenants — identify and talk through problems they're having. And they help parties talk through grievances on both sides.

"It's really all over the map," Wassakrug said. "People might be having trouble paying their rent, or there might be problems with the unit and so they want to get out of the lease, or they just want to negotiate an exit plan, or [tenants] are having a problem with the neighbor and the landlord isn't doing anything about it."

Ideally, the mediation leads to some type of plan that both parties can agree to, Wasserkrug says, but often, it pays off even before that, just by helping the parties communicate better.
(Wasserkrug also discussed the mediation program on a recent Next City [webinar](#).)

"It's free. It's way less stressful and more convenient [than court]. It causes a lot less disruption in people's lives. It can eliminate the need for landlords' units to go empty and for the possibility that tenants might become homeless," she said.

As more tenants struggle with rent, landlords turn to mediators

Philadelphia's eviction mediation program began last fall, when the city funded a two-month pilot carried out by the [Good Shepherd Mediation Program](#), a 35-year-old nonprofit focused on neighborhood conflict resolution. The program, part of the [Philadelphia Eviction Prevention Project](#) and partially funded with a \$10,000 [AARP Community Challenge grant](#), was free and voluntary and relied mostly on referrals from legal-aid groups.

After the pilot ended, as the program continued with funding from a mix of donations and grants, city officials began talking about expanding it into a 12-month pilot using money from the city's Housing Trust Fund, said Carolyn Brown, director of planning and evaluation for The Office of Community Empowerment & Opportunity.

The Office also began to develop metrics to measure the success of the program, Brown said, including the number of mediator volunteers trained; the number of participants along with their age, race, income and census tract; the total number of disputes mediated (a "handful" during the two-month, city-funded pilot); and so on.

Mediation could become more attractive to landlords during the coronavirus pandemic as more tenants struggle to pay rent, Brown said. According to Wasserkrug, almost all of Good Shepherd's cases used to come from tenant inquiries. But since the city began doing more targeted outreach during the pilot, the group has gotten many more inquiries from landlords.

The pandemic struck before the city's Fiscal Year 2021 could be finalized. And now, as city officials are struggling with huge budget shortfalls, the mayor's budget proposal includes major cuts to some eviction-prevention services that advocates say are critical. Good Shepherd was hoping to scale up its mediation services for landlords and tenants under a 12-month pilot with the city, but is waiting on the budget outcome to learn whether it can do so.

In addition to the pre-filing mediation services offered by Good Shepherd, the city's Fair Housing Commission (FHC) is starting to offer mediation for landlords and tenants prior to Commission hearings. Most cases at the FHC are initiated by tenants who are having problems with landlords who won't make repairs or fix other issues. Rue Landau, who is executive director of the Philadelphia Commission on Human Relations and the Fair Housing Commission, says that landlord and tenant relationships break down for all sorts of reasons, and "resolving before they get to court is essential."

"There is a big power dynamic in landlord-tenant relationships," Landau said. "Many tenants will do anything to keep a roof over their heads, which includes not complaining about significant repairs to a property, which is something that we really need to change in Philadelphia."

In recent years, as rents have risen in Philadelphia, more people have begun trying to make a living as landlords, Landau says. And with aging housing stock, the city has a "habitability problem" which some new landlords haven't been prepared to address with timely repairs. Those repairs are critical, and part of a contract that landlords need to abide by, Landau says. And even though landlords have more power than tenants in most cases, mediation can help both parties understand and exercise their rights, without damaging legal and financial consequences.

"Mediation by a neutral third party, especially pre-court mediation, helps to balance that power dynamic," said Landau. "When done right, you're making sure that the tenant is not giving up any of their legal rights, and that landlords are protected as well."

BLOCK 3: DESIGN the Program

Landlord-Tenant Mediation Program - Core Components

Mediator

Housing
Counselor

Wrap
Around
Supports

Legal
Support

BLOCK 3: DESIGN the Program

Landlord-Tenant Mediation Program - Clarifying Roles

Mediator

It is good practice in any mediation situation to either choose a mediator who is familiar with the laws relevant to the dispute or to have a subject-matter expert participate in the process.

To see if a mediator is skilled in landlord tenant dispute works in your community or to find a training to become a mediator, visit the [PA Mediations Council Website](#)

Housing Counselor

It is important to build an education component into the process for both parties and to review with tenants their rights and responsibilities under the law. This can help address any knowledge gaps and support reaching a viable agreement.

Research shows that tenants who receive, at minimum, education on their rights at mediation achieve better outcomes.

Informing tenants of their legal rights ensures tenants are making informed decisions in the mediation.

Wrap Around Supports

A key component is to work with the tenants to identify social services and sources of financial assistance to mitigate other issues that might be causing the housing instability that come to light from the mediation.

Legal Support

It is recommended to partner with legal services to develop high quality trainings for mediators and tenant advocates so they can better understand the general landscape of eviction, the court process of eviction, and any relevant information about landlord tenant law.

During the mediation process, legal support may be needed to provide education and guidance to program staff on case specifics.

BLOCK 3: DESIGN the Program

Landlord-Tenant Mediation Program – Important Role Considerations

Mediator

It is NOT recommended that legal aid attorneys serve as mediators in pre-filing mediation involving low-income tenants. That involvement may create a conflict of interest that could become a barrier to that tenant accessing needed legal services later.

Housing Counselor

It is recommended to partner with legal services and/or law schools to develop trainings and identify potential volunteers (i.e. law students) for this role.

Wrap Around Supports

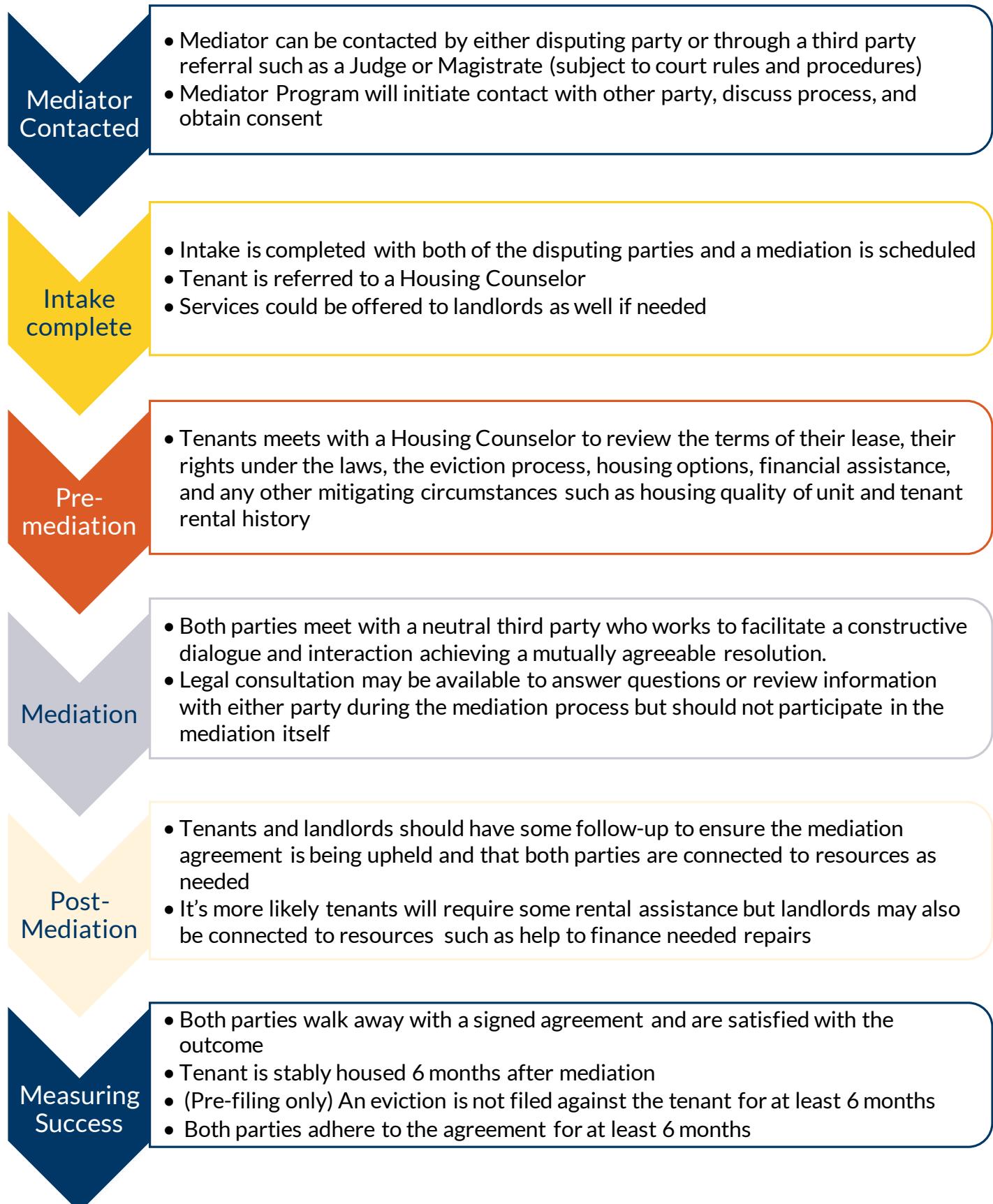
This is a position where a person with lived experience can be of significant value. People with lived experience are resourceful in navigating complex systems and adept at advancing creative solutions within local communities. This model has been highly successful in the Mental Health and Substance Abuse Recovery communities through Peer Support Specialists and is already happening informally through community based grassroots and tenant advocacy organizations.

Legal Support

In the event a landlord comes to the mediation with limited resources but is in need of information or legal advice, there is low-cost legal consultation from [the Pennsylvania Bar Association Lawyer Referral Service](#). Through this service, a person can receive an initial legal consultation of up to one half-hour for a fee of \$30. It is limited by county so be sure to check the website for availability.

BLOCK 3: DESIGN the Program

Example Landlord Tenant Mediation Process



BLOCK 3: DESIGN the Program

Additional Resources on the Following Pages

- Memo: The Tenant Advocate / Housing Counselor Role in Reconciliation / Mediation Efforts Between Landlord and Tenant

To: Housing Alliance of Pennsylvania

From: Alexandra M. Harris, Esq. (TURN – Tenant Union Representative Network, Philadelphia)

CC: Philadelphia Tenant Advocates

Date: July 1, 2020

Re: The Tenant Advocate / Housing Counselor Role in Reconciliation / Mediation Efforts Between Landlord and Tenant

*Please note that the term “Tenant Advocate” will be used interchangeably with “Housing Counselor”

I. Knowing the Value of Mediation and Knowing the Local Landlord Tenant Context

It is very important that the Housing Counselor understand the impact of a successful mediation. Avoiding litigation or court and ultimately avoiding a legal eviction are the primary goals of mediating and/or reconciling out of court. This means that it is those agreements that are truly feasible, do-able by the tenant [and the landlord] that will ultimately allow the tenant to avoid eviction.

Of course, the mediated discussion itself is a meaningful engagement between persons that can help reconcile relationships and assist both the landlord and tenant move forward with as little harm/disruption/loss as possible.

The Tenant Advocate should be acutely aware of the benefit of a successful mediation, to be best positioned to promote a healthy and ultimately successful mediation. A successful mediation results in a consummated agreement reached and then relied upon and carried out by all parties.

It is important that the Housing Counselor, therefore, be familiar with the process of their local mediation program AND the value that it offers to the individuals participating in the mediation and the positive systemic impact of mediating before litigating. Notably, avoiding an eviction filing is a HIGH priority because as soon as a landlord files, the filing forever taints the tenant’s rental history, that is, until the Commonwealth or local municipality passes legislation to expunge a Landlord’s complaint/lawsuit after the matter becomes resolved. Further, grappling with the systemic realities and pressures that contribute towards housing instability that lead to eviction filings and actual forced evictions (an event that is at least disruptive and also traumatic for tenants and for communities) is crucial in order to truly serve a tenant who must navigate their contract with their landlord, their legal rights and their economic position.

The Reinvestment Fund publishes their statistical and somewhat sociological research in Philadelphia, see here: https://www.reinvestment.com/wp-content/uploads/2019/10/ReinvestmentFund_PHL-Evictions-Brief-Oct-2019.pdf

II. Purpose of the Housing Counselor Role in Reconciliation

The mission of the Tenant Advocate to educate, support and empower the tenant in preparation, during and after a mediation with the landlord intended to resolve their disputes. The support of a Tenant Advocate will help the tenant in reaching a well-informed agreement.

It is important that the Housing Counselor know the significance of obtaining a feasible, truly do-able agreement, so that they can help the tenant assess what is truly feasible for themselves and what sort of agreements they should be prepared to propose and/or compromise on.

The Tenant Advocate's role can help to both produce a mediated agreement as favorable to the tenant as possible and promote efficacy of the mediated agreement by connecting the tenant with appropriate resources and following-up with the tenant regarding compliance with the agreement.

The purpose of the Housing Counselor is NOT TO PRACTICE THE LAW OR GIVE LEGAL ADVICE.

Please note: It is important to know and make known that unless the Housing Counselor/Tenant Advocate is authorized to practice law in the Commonwealth (i.e. a licensed attorney or supervised by an attorney), the services provided should NOT be an attempt at legal advice or representation. Here is the Pennsylvania Code that sets forth the criminal consequences of the "unauthorized practice of law":

<https://www.legis.state.pa.us/cfdocs/legis/LI/consCheck.cfm?txtType=HTM&ttl=42&div=0&chpt=25&sc tn=24&subscn=0>

Unless the Tenant Advocate is an attorney in the Commonwealth of Pennsylvania, or is working under the authority, supervision, license and permission of an attorney, the housing counselor should know and make it clear that they ARE NOT PRACTICING LAW, which includes giving legal advice. (Note, that providing information ABOUT The law and the legal process is not ADVICE, but it helps the tenant form their understanding/ plan on how to proceed). Legal advice means you advise the tenant on what to do/what agreement to sign, whereas providing the tenant with legal *information* that is generally applicable to any tenant IS appropriate, and the goal of the Housing Counselor.

It is probably best practice to make clear to all parties: Tenant, Landlord and Mediator, that the housing counselor's involvement is NOT legal representation or even legal advice, rather counseling, based on the tenant's needs. It may be wise, then as an example, to come up with a notice upon engagement with each tenant that the housing counselor cannot give legal advice, only information about the legal process, the law (to the extent known) and resources.

Note, any party can always seek out legal advice. Therefore, a housing counselor should be able to refer the tenant to written resources or those authorized to practice law if the tenant needs advice, and the information provided to them by the counselor is not sufficient.

The goal, however, is that the Housing Counselor can provide the tenant with all the necessary information such that a tenant can be confident in proceeding because they are informed about the value of their agreement and the risks of not entering an agreement. The information provided by the Housing Counselor should include the local Landlord Tenant law, process and relevant housing and financial resources available to tenants, as it becomes relevant to each particular tenant/client. It is NOT the role of the Tenant Advocate to tell the tenant what to do/how to proceed, but to counsel the tenant so that they can do that on their own.

III. Housing Counseling for Landlord Tenant Mediation

The Housing Counselor's role is best integrated before, during AND after the mediation session or sessions for the tenant to maintain access to assistance as it pertains to the mediation and agreement with their landlord.

A tenant will explain their situation to the counselor in varying degrees of detail, context and knowledge of their legal position. The Housing Counselor's/Tenant Advocate's role is to not only attempt to answer any questions that the tenant has, but also assist the tenant in strategizing a practical solution or chart forward, as it pertains to the specifics of the tenant's situation and options available to them.

Each counseling session or consultation with a tenant will entail informing the tenant of information about Landlord Tenant Law in Pennsylvania and the relevant processes, e.g. Landlord Tenant Court and the local due process for a landlord to proceed with an eviction, and financial and housing resources.

In Philadelphia's Pre-filing Mediation Program for Landlord and Tenants (run by Good Shepherd Mediation and supported by TURN) the mechanics of contact and consultation with the Tenant Advocate were run as follows:

Pre-mediation

After Good Shepherd (mediator) confirms a landlord and tenant for mediation, Good Shepherd will contact TURN (Tenant Advocate) with the name and contact information of the tenant.

The Tenant Advocate meets with the tenant prior to the mediation (or at least over the phone) and should educate the tenant of:

- their rights / the law as generally applicable (and knowingly applicable to that tenant, as to not misinform the Tenant)
- the legal process of eviction
- housing options (if any known/accessible)
- financial assistance: counseling and/or possible funding available

The counselor should be particularize their assistance to the tenant based on each tenant's situation. This may require, therefore, that the Housing Counselor look at the lease that the tenant is bound by in addition to discussing the situation with the tenant. The Housing Counselor should not hesitate to request that they see documentation in order to effectively assist the tenant. This is not always available but it is best practice to examine the following:

- the lease
- determine the ownership of the property (and veracity that the landlord is in fact the landlord)
- whether the landlord is licensed/complied with local ordinance requirements
- whether there are code violations at the property
- and the consequences / what the above means for the tenant (this is known as the "Tenant's Rights")
- is there a current court proceeding against the tenant? _ Check the local court docket
- does the tenant have a history of eviction filings →this will likely make it more difficult for the tenant to find a new rental agreement
- any financial information provided by the tenant

PRIOR TO THE MEDIATION, the Housing Advocate should help the Tenant strategize a game-plan for mediation. The earlier this first meeting can happen, the better, in case the tenant should also begin applications or consult with any other experts (e.g. budgeting help/financial counseling, applying for rental assistance, seeking out an attorney). The tenant should be made aware of any resources that could better the tenant's position. If there are legal issues or questions that come up, the housing counselor should make clear the limit and scope of their help, and make sure not to misinform the tenant. Often, the housing counselor is in a better position to find an answer for the tenant, so any question unknown by the counselor should not be answered or otherwise the counselor can assist the tenant in finding out the answer to their question or relevant information helpful.

For the purposes of referring tenant's to resources, It is helpful to have a running list of local organizations or individuals who may be a resource for housing and/or financial support. The Housing Counselor should direct the tenant to the rental assistance program, but also be aware of the basic requirements of the program (e.g. is a written lease required? What other documents with the tenant need?), and likewise for other forms of assistance.

Mediation

The Tenant Advocate is also available during or possibly present within the mediation (if acceptable/allowable by the mediator AND the other party/landlord). The Housing Counselor does not directly participate in the mediation or discussion, but is merely available to the tenant for questions/assistance in thinking something through.

Note, the Housing Counselor may NOT be called upon or asked anything by the tenant during mediation. Whether the tenant has a question or not will be up to the tenant, but it is very valuable to be available during the mediation when a question does come up and/or if the tenant needs to consult with someone who is informed in the Landlord Tenant space, before agreeing to something.

Post-Mediation Support

The Tenant Advocate should follow up with the tenant post mediated agreement to ensure compliance with the agreement and otherwise connect the tenant with appropriate and needed resources, such as Rental Assistance.

Additional Notes from Working as a Tenant Advocate with TURN and Good Shepherd's Pre Filing Mediation Program:

First contact and referral process probably entails up to 30 minutes of getting their information and explaining the process.

Each tenant required 1-2 hours of consultation before their mediation.

Tenant Advocate has to be available for approximately 2 hours for the mediation.

Post mediation discussion and follow up entails 30-60 minutes.

Therefore each mediation could entail an approximate 5-7 hours but may be as little as 1-2 hours depending on the extent of tenant engagement.

BLOCK 4: ADVERTISE the Program

A strong awareness campaign is needed and should include printed materials, online content, and community presentations to get the word out about the program and how it is a better alternative to court based operations.

There are two main points to take into consideration when identifying partners to help raise awareness about your mediation program:

- 1) The geographic footprint to be served by the program
- 2) Partnering with trusted messengers to connect with potential consumers of the program

Example organizations and businesses to partner with for education and advertising about an eviction mediation program

Tenant Oriented Groups

Community Centers
Community / Social Services
Crisis Services
Elected Offices
Food Banks
Health Providers
Legal Services
Libraries
Public Assistance Office
Religious Institutions
Schools / Day Cares

Landlord Oriented Groups

Courts
Elected Officials
Homeless Assistance Providers
Landlord Associations
Local Government
Public Housing Authorities
Realtor Associations
Redevelopment Authorities

Use Bulletin Boards and Community Events Hosted by Other Businesses

Coffee Shops
Grocery Stores
Hardware / Home Improvement Stores
Home and Gardens Shows / Conventions
Grocery Stores
Laundromats

Helpful Hint For Social Media Marketing

Research Facebook Groups. Both low-income residents and landlords use Facebook groups to share resources. It can be a good way to engage with the target audience in a more directed way than by creating a post within your own social media accounts.

BLOCK 4: ADVERTISE the Program

Additional Resources on the Following Pages

Sample marketing materials from four programs

- Cambridge, MA: Mediation program run by Just-A-Start Corporation
- Palo Alto, CA: Mediation program run by Palo Alto Mediation Program
- Philadelphia, PA: Mediation program run by The Good Shepherd Mediation Program
- Toledo, OH: Mediation program run by The Fair Housing Center

Presentations and Trainings

JAS offers mediation and dispute resolution presentations and trainings adapted to your needs. Trainings can provide participants with tools to improve communication and negotiation skills. Please contact us to arrange a customized workshop at: 617-918-7518 or elizabethwinston@justastart.org



Eligibility for Services

JAS's conflict resolution services are provided free of charge in Cambridge for most participants. For residents of other Metro North communities, please contact us to determine whether you are eligible for our services.



Founded in 1968, Just-A-Start (JAS) is a community development corporation dedicated to building the housing and economic stability of people in Cambridge and nearby communities. Through innovative, comprehensive and integrated programs, JAS provides and preserves affordable housing, offers education and workforce training for youth and adults, and builds community engagement. JAS's vision is a better future for all of its constituents: a secure home, a sustaining career, and engagement in the community.

Contact us today!

Phone: 617-918-7518

Address: 1035 Cambridge Street #12
Cambridge, MA 02141

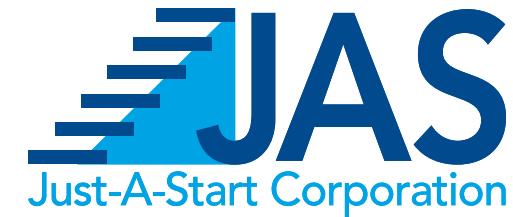
Email: elizabethwinston@justastart.org
Website: www.justastart.org



@JustAStartCorp



facebook.com/JustAStartCorp



Conflict Resolution
for Tenants and
Property Owners

Need help
resolving
a housing
dispute?



www.justastart.org

JAS

Mediation Services

Just-A-Start's (JAS) Mediation Services Program helps tenants and landlords to resolve disputes in order to avoid eviction and other negative outcomes. Housing Services staff will listen to your situation and help you to come to a resolution that is fair to both parties. JAS's experienced staff provide mediation, conflict coaching, and education on legal rights.

Real Issues, Real Solutions

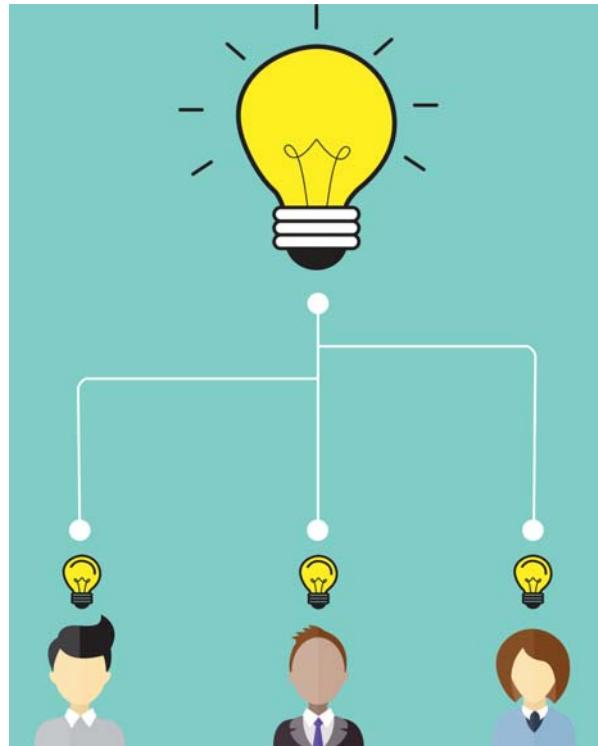
Being a tenant or a landlord can be challenging sometimes.

- Communication can break down, making tenant-landlord relationships hard to manage.
- Understanding and exercising your legal rights can be confusing and difficult.
- Getting your landlord or tenant to talk through tough tenancy issues and reach a resolution can be challenging.

JAS Mediation Services can help!

Situations When Mediation and Conflict Coaching May Be Helpful

- You have received an eviction notice.
- You have tried to talk to your landlord about the condition of your apartment and nothing has changed.
- You are having difficulty getting access to a tenant's unit.
- You have questions about your lease or landlord-tenant law.
- You are stuck in a housing-related conflict and don't know what to try next.



Housing Services Resources

Mediation

Mediation is a process in which people in a conflict work with a neutral third party (the mediator) to find a fair solution to a dispute. The mediator will not take sides or tell either party what to do. The mediator will help both sides understand the conflict and reach an agreement that is reasonable to both parties.

Coaching

JAS staff can help you think through your housing conflict, understand your options, and decide how to move forward, with the goal of helping you save money and time.



Who are JAS Housing Services Staff?

JAS mediators are certified and experienced dispute resolution professionals. JAS has worked with tenants and landlords for over 25 years. Our expertise helps to stabilize both tenants and landlords and to resolve disputes.



PALO ALTO MEDIATION PROGRAM

TENANTS AND LANDLORDS get information on rights and responsibilities, including deposits, rent increases, maintenance, eviction.

NEIGHBORS get information on rights and responsibilities concerning fences, trees, noise, barking dogs, privacy.

CONCILIATION helps parties to negotiate a resolution by having each party speak privately to the mediator.

MEDIATION employs face-to-face, mediator-led meetings in a process that helps parties resolve issues and repair relationships in a safe, productive environment.

REFERRAL to other agencies is made when appropriate.

All services are:

- ◆ Free
- ◆ Confidential
- ◆ Convenient



The Palo Alto Police,
Code Enforcement and Animal
Control Departments
recommend mediation for
neighbor disputes.



PALO ALTO MEDIATION PROGRAM

Funded by the City of Palo Alto
Administered by Project Sentinel
1490 El Camino Real
Santa Clara, CA 95050

(650) 856-4062

pamediation@housing.org
www.paloaltomediation.org

GOT A DISPUTE?



WE CAN HELP!

If you are struggling with a problem or dispute that involves a...

- ◊ Neighbor
- ◊ Tenant or Landlord
- ◊ Employer or Co-Worker
- ◊ Local Business
- ◊ Other person or organization in the community

CALL FOR NO-COST SERVICES:

(650) 856-4062



**PALO ALTO
MEDIATION
PROGRAM**

MEDIATION WORKS!

Mediations in this program have a success rate of approximately 80%. Parties comply with agreements reached in mediation in more than 97% of cases. The reasons for these high rates of success are:

- ◆ The parties have an opportunity to meet face-to-face in an informal, confidential setting, at a convenient time, place and date.
- ◆ The discussion is facilitated by trained, neutral mediators who encourage both parties to discuss their concerns and consider options for resolution.
- ◆ Settlements are based on the voluntary choice of the parties. The mediators will not impose the terms or force the parties to agree.
- ◆ This process treats parties with dignity and allows them to resolve disputes themselves. It offers an alternative to going to court or doing nothing.

The program evaluations from parties participating in mediation are overwhelmingly positive:

"I don't know how I would have been able to get this taken care of without the help of the Palo Alto Mediation Program. THANK YOU!"

"I am very grateful to have this great resource available to me, and especially because I did not incur any expenses. I am on social security and feel extremely fortunate that there is still help out there."

ABOUT THE PROGRAM

The Palo Alto Mediation Program operates under the auspices of the City of Palo Alto Human Relations Commission. Services are for those who live, work or own property in the City of Palo Alto.

Mediators in this program are appointed by the City, following training and certification.

The mediation program is administered by Project Sentinel, a private non-profit corporation with more than 25 years of experience in dispute resolution services.

(If you are interested in becoming a volunteer mediator, please call for more information).

Sample Mediations;

- ◆ A landlord and tenant disagree over cleaning and damage charges deducted from a security deposit.
- ◆ A neighbor's dog barks late into the night and has also caused damage to the common fence.
- ◆ A couple has a dispute with a local merchant regarding a product they purchased.
- ◆ An employee at a local company has an ongoing personality conflict with a co-worker.
- ◆ A consultant claims a business owes her additional fees for work performed on a project.

MANDATORY RESPONSE PROGRAM

This program was established by Palo Alto ordinance 9.72 and applies to landlords who operate two or more rental units in the city of Palo Alto. Landlords are required to notify tenants of the program in their rental contracts and to register their rental units with the city of Palo Alto.

Disputes covered under the mandatory program are:

- ◆ Rent Increases
- ◆ Deposits
- ◆ Repairs, Maintenance, Utilities
- ◆ Occupants
- ◆ Parking and Storage Facilities
- ◆ Privacy and Quiet Enjoyment
- ◆ Use of Common Areas

Under this program, the parties will first be offered telephone conciliation, conducted by a neutral mediator. If the parties cannot agree on a resolution, both parties will be required to attend a meeting to listen to an explanation of the mediation process. Experienced mediators will conduct this meeting, scheduled at the parties' mutual convenience. Any decision to resolve the dispute is the voluntary choice of the parties.

Find out more at

www.paloaltomediation.org



Palo Alto Mediation Program

C/o Project Sentinel

1490 El Camino Real

Santa Clara, CA 95050

Tel: (650) 856-4062

Fax: (408) 720-0810

Email: PAMediation@housing.org

PARTICIPATING IN MEDIATION

Mediation allows disputing parties to openly discuss their issues and resolve them in a neutral environment with the assistance of trained mediators. Participation in mediation implies a willingness to communicate openly and honestly with all parties. The mediators' role is to open communication and develop trust between the parties, who can then create options and alternatives and eventually reach a mutually acceptable resolution to their dispute.

1. Participation in mediation is voluntary for all parties. It is offered as a service by the City of Palo Alto, and is free of charge to all participants.
2. The mediation session takes place in a neutral location in a private setting free from intrusion -- usually in a conference room at a city office, community center or local library.
3. Participants in mediation must feel free to discuss their issues openly. To promote that kind of communication and to encourage settlement, all participants must sign a Confidentiality Acknowledgement at the beginning of the session, in which they agree that all statements made during the course of mediation will be kept confidential and will not be used outside the mediation session for any purpose, including any legal proceeding. Please review the copy of the Confidentiality Acknowledgement prior to mediation session.
4. The mediators play a neutral role in the mediation process. This means that they do not know the individual participants prior to the mediation. They will not make any judgments about who is right and who is wrong, or who might win in another forum like court. They are trained to separate any personal feelings from their conduct of the mediation session.
5. Mediators do not offer legal or financial advice to any party. The mediator may terminate or postpone the mediation session if it appears that additional advice or information is key to a party's ability to effectively participate in the mediation process.

6. During mediation, the parties will have the opportunity to express their concerns, viewpoints and desires with each other. It is critical to a successful mediation that the informal and non-adversarial nature of the mediation process is honored, and that parties feel that they are in control of resolving their differences. Since the mediator will not be rendering any judgments, it is not necessary to bring witnesses or detailed evidence to the session. However, you are free to bring crucial documents, or photographs, that might help the other party to recognize the validity of your position. Evidence or documents that existed prior to the mediation session are not subject to the confidentiality preclusion. It is seldom necessary to have legal representation present. If you desire to bring any additional people to the mediation, be sure to discuss this in advance with the mediator who contacts you to arrange the mediation. All persons in attendance will be required to sign the Confidentiality Acknowledgement. On occasion, as part of our program requirements, an observer may be present at the mediation, subject to permission from all the parties. Any observer is also bound by the rules of confidentiality.
7. At the beginning of each mediation session, the parties agree on basic "ground rules" for conduct during the session -- for example, no smoking, interruptions, or offensive language. The mediators may terminate a session if these ground rules are repeatedly ignored.
8. Please do not bring small children to the mediation. If you will need translation help, make sure to tell us in advance so that we can arrange it.
9. It is assumed that all parties will honor their commitments, because the agreements are mutually satisfactory resolutions to their issues. Agreements reached during mediation may be written, if the parties consent, and we encourage them to do so. Because of the confidential nature of the mediation process, an agreement written in mediation is not enforceable in a court unless the parties include in the overall written agreement that it will be so. If the parties wish to disclose the agreement to outside persons or entities, they must include that decision in the overall written agreement. Agreements reached in the mediation process are intentionally phrased in simple, everyday language. If a more detailed legal document proves necessary, the mediation agreement will provide a follow up step to secure such a document.



ATTENTION: PHILADELPHIA RENTERS AND LANDLORDS

Are you experiencing conflict with your landlord or tenant?

- You can get ahead of COVID-19 related challenges
- You can avoid the need for court
- You can come together for a resolution using free, formal mediations
- Mediation is a process for resolving disputes with the assistance of a neutral third-party called a mediator
- Schedule a free, virtual mediation session today

COVID-19 CHALLENGES FOR LANDLORDS AND TENANTS:

The rapid spread of the novel coronavirus, or COVID-19, has significantly disrupted the global economy and caused breaches to an unprecedented number of contracts, including residential leases. Rent payments, repairs, move-outs — all of these might be postponed due to the local Stay at Home Order. Both landlords and renters are affected. By working together, landlords and tenants can reduce the harm done.



The Good Shepherd Mediation Program will schedule and facilitate a mediation for you.

During the emergency, all mediations will be conducted "virtually," so you can participate by phone, computer, or tablet.

There is no cost.

If you'd like to resolve any landlord-tenant disputes before the courts resume operations, mediation is an option.

To Learn More and to Schedule a Mediation:

Contact:

Good Shepherd Mediation Program

215-843-5413, ext. 228

intake@phillymediators.org

phillymediators.org/contact-us/

Landlord-Tenant Mediation



**A Free Service For
Lucas County Landlords
and Tenants**

**Helping Our Community
Resolve Housing Disputes**



- Are you a tenant who lives in Lucas County?
- Are you a landlord who rents property in Lucas County?
- Are you experiencing a landlord-tenant dispute?
- Want the help of a neutral third party in resolving this problem?
- Interested in exploring whether a free, relatively quick, and informal process would work for you?

The mediation services offered by The Fair Housing Center can help.

What is Mediation?

Mediation is a voluntary and confidential process that brings disputing parties together in a neutral setting to resolve conflicts. The mediator does not impose a solution, but rather helps the parties decide on a mutually satisfying agreement. Mediators facilitate and help the parties arrive at their own agreement.





Benefits of Mediation

- Informal
- Confidential
- Emphasizes cooperative problem solving
- Broad range of landlord-tenant issues accepted

Cost Savings

Mediation services are free and help parties avoid costly court cases.

Time Savings

Mediations can be scheduled more quickly than other alternative options.

Better outcomes

Mediation may provide more creative resolutions tailored to your situation. The courts are limited in the remedies they can grant under the law.

The mediation process greatly benefits those in an ongoing landlord-tenant relationship as both parties work together to reach mutually agreeable solutions. This process fosters a better long-term relationship.

What Can be Mediated?

Some typical issues or problems that can be addressed in mediation include:

- Habitability issues
- Entry for repairs
- Security deposit disputes
- Noise complaints
- Privacy rights
- Rent due dates/late fees
- Move-out agreements
- Reasonable accommodation and reasonable modification requests

Mediation can cover additional topics and both sides must agree to mediate.

Likewise, any resolution requires the parties to willingly agree; no decision is imposed on them. If no agreement is reached, the parties are free to pursue other remedies.





How Does Mediation Work?

Contact us to speak to our intake specialists. They can determine whether your case is right for mediation.

The mediator will contact both parties and, if they agree, schedule a mediation date that works for everyone.

The mediation may take place either over the phone or at The Fair Housing Center. Mediation will be conducted by a trained mediator who will listen to each party's concerns. The mediator will help the parties try to work out a mutually agreeable solution and develop ways to communicate more effectively.

If the parties reach an agreement, actionable items will be written up for the parties to sign as a commitment to their resolution.

The Fair Housing Center

Vision

The Fair Housing Center will be a leading visible force in preventing and correcting discriminatory practices.

Mission

The Fair Housing Center is a non-profit civil rights agency dedicated to the elimination of housing discrimination, the promotion of housing choice and the creation of inclusive communities of opportunity. To achieve our mission, the Center engages in education and outreach, housing counseling, advocacy for anti-discriminatory housing policies, research and investigation and enforcement actions.



432 N. Superior St.
Toledo, Ohio 43604-1416
419-243-6163
toledofhc.org

Funding for this program provided by Lucas County





Appendix Helpful Resources

Sample Forms

On the following pages are sample mediation forms from five programs

- Cambridge, MA: Mediation program run by Just-A-Start Corporation
- Palo Alto, CA: Mediation program run by Palo Alto Mediation Program
- Philadelphia, PA: Mediation program run by The Good Shepherd Mediation Program
- Pittsburgh, PA: Mediation program run by Just Mediation PGH
- Toledo, OH: Mediation program run by The Fair Housing Center

Websites

Eviction Innovations
evictioninnovation.org

The Cost of Eviction Calculator
arizona.neotologic.com/a/costofevictioncalculator

NOLO: Landlord Tenant Laws
Pennsylvania
www.nolo.com/legal-encyclopedia/overview-landlord-tenant-laws-pennsylvania.

Pennsylvania Council of Mediators
pamediation.org

Pennsylvania Legal Aid Network
palegalaid.net

Pennsylvania Bar Association
www.pabar.org

Articles

[What Are the Three Basic Types of Dispute Resolution? What to Know About Mediation, Arbitration, and Litigation](#)
Program on Negotiation, Harvard Law School

[Disrupting the Eviction Crisis with Conflict Resolution Strategies](#)
By Deborah Thompson Eisenberg and Noam Ebner, Mitchell Hamline Journal of Public Policy & Practice

[Getting Landlords and Tenants to Talk: The Use of Mediation in Eviction](#)
By Brian Bieretz, Kimberly Burrowes, and Emily Bramhall, The Urban Institute



Articles (continued)

[Preventing Eviction Filings: Piloting A Pre-Filing Eviction-Prevention Clinic](#)
By Mychal Cohen and Eleanor Noble, The Urban Institute

[Mitigating Power Imbalance in Eviction Mediation: A Model for Minnesota](#)
By Rebecca Hare, Law & Inequality: A Journal of Theory and Practice

[The Cost of Eviction and Unpaid Bills of Financially Insecure Families for City Budgets](#)
The Urban Institute

HOUSING SERVICES INTAKE FORM

Our agency receives Community Development Block Grant (CDBG) funding from the Federal Housing and Urban Development Department (HUD). They require that we obtain the following information. This information is collected for statistical reasons only and is kept in strict confidence. Please help us by filling in the information on this form. If you have any questions, our staff will be glad to help you.

(Please print)

FIRST NAME: _____ **LAST NAME:** _____

STREET ADDRESS: _____ **CITY/STATE:** _____

Name of Condominium Association (if applicable) _____

1. Total Number of Members in your Household: _____

2. Is the above address in the NRS? _____

3. If your address is **NOT** within the **NRS**, please check that your household combined gross annual income is below the number beside the household members. Please initial in the box below:

# OF MEMBERS IN HOUSEHOLD	INCOME FOR 2019	INITIAL
1 - member	\$62,450	
2 - members	\$71,400	
3 - members	\$80,300	
4 - members	\$89,200	
5 - members	\$96,350	
6 - members	\$103,500	
7 - members	\$110,650	
8 - members	\$117,750	

4. **ETHNICITY** (Please select one):

Hispanic or Latino

NOT Hispanic or Latino

5. **RACE** (Please select one):

American Indian or Alaska Native

Black or African American

American Indian/Alaska Native & Black/African American

Black/African American & White

American Indian/Alaska Native & White

Native Hawaiian or Other Pacific Islander

Asian

White

Asian & White

Other Multi-Racial (not listed above)

6. **MISCELLANEOUS** (Please select all that apply):

Female Head of Household 62 years of age or over Person with disability

I certify that the information I have provided on this form is true and accurate to the best of my knowledge. I understand that the information provided on this form is subject to verification by HUD.

Client Signature

Date

Dispute resolution issues:*(Please check all that apply)*

- Non-Payment of Rent
- Noise or Nuisance Complaints
- Unauthorized Guests
- Repair or Maintenance Issues
- Security Deposit
- Utility Service (Heat, Water, Electricity, etc.)
- Hoarding
- Access
- Eviction
- Lease Issues
- Navigating Housing Search
- Tenants' Rights
- Issues Surrounding Voucher
- Appeals
- Discrimination
- Destabilizing Financial Issues
- Financial Barriers
- Other Issues

Services provided:*(Please check all that apply)*

- Mediation/Dispute Resolution
- Coaching
- Legal Assistance
- Stabilization
- Referral
- Financial Coaching

Please describe the nature and background of the dispute and any referrals or agreements.



1035 Cambridge Street, #12 | Cambridge, MA 02141 | T: 617-494-0444 | www.justastart.org

If your Cambridge constituents need assistance in negotiating and handling difficult housing situations, Just-A-Start provides **mediation, coaching**, and **housing stabilization services** for free to most Cambridge residents.

Just-A-Start's Mediation Services can help when:

- A constituent has a dispute with a landlord that may be endangering the tenancy
- A tenant or a landlord needs assistance managing a housing conflict
- A constituent has questions about the eviction process
- A party needs help understanding how the law applies to their housing situation
- Parties think having a mediator would help resolve a communications breakdown

To receive services or make a referral:

Elizabeth Winston

617-918-7518

elizabethwinston@justastart.org

Just-A-Start (JAS) is a non-profit community development corporation (CDC) located in Cambridge that has been serving the community for over 40 years. JAS has been providing professional mediation, dispute resolution services, and education in the housing field since 1989. For more information, visit www.justastart.org.



1035 Cambridge Street, #12 | Cambridge, MA 02141 | T: 617-494-0444 | www.justastart.org

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- A tenant or a landlord needs assistance managing a housing conflict
- A constituent has questions about the eviction process
- A party needs help understanding how the law applies to their housing situation
- Parties think having a mediator would help resolve a communications breakdown

To receive services or make a referral:

Elizabeth Winston

617-918-7518

elizabethwinston@justastart.org

Just-A-Start (JAS) is a non-profit community development corporation (CDC) located in Cambridge that has been serving the community for over 40 years. JAS has been providing professional mediation, dispute resolution services, and education in the housing field since 1989. For more information, visit www.justastart.org.



Palo Alto Mediation Program

1490 El Camino Real, Santa Clara, CA – 95050

Tel: (650) 856-4062, Fax: (408) 720-0810

pamediation@housing.org

www.paloaltomediation.com

The Palo Alto Mediation Program is administered by Project Sentinel in partnership with the City of Palo Alto's Human Relations Commission and Human Services Department

May 22, 2019

[REDACTED]
4179 Oak Hill Ave,
Palo Alto, CA 94306

Re: [REDACTED]

Dear [REDACTED],

The Palo Alto Mediation Program has been contacted by [REDACTED], who would like to meet with you in mediation to discuss the different issues you both have been in disagreement during his tenancy.

Mediation is voluntary and has been shown to be an effective way to work out many issues. When parties sit down to discuss their concerns with the help of skilled mediators, they are able to work out mutually acceptable agreements in most cases. The mediators do not take sides or make decisions about who is right or wrong; instead, they try to assist people in working out their differences in an informal setting. Our service is free to Palo Alto residents, property owners, and businesses.

We hope to help both of you find a solution to this situation, and we strongly encourage you to participate.

Enclosed you will find information describing our services in more detail. Please call me at (650) 856-4062 so I can explain the mediation process, answer questions you may have, and hear your perspective on this issue.

OR

Enclosed you will find information describing our services in more detail. You can expect a call from one of our mediators in the next few days to explain the mediation process and answer questions you may have. In the meantime, if you have any concerns, please feel free to contact me.

Sincerely,

[REDACTED]
Case Manager
Enlc.cc: [REDACTED]



Palo Alto Mediation Program

1490 El Camino Real, Santa Clara, CA – 95050

Tel: (650) 856-4062, Fax: (408) 720-0810

pamediation@housing.org

www.paloaltomediation.com

*The Palo Alto Mediation Program is administered by Project Sentinel in partnership with
the City of Palo Alto's Human Relations Commission and Human Services Department*

May 22, 2019

RE: [REDACTED]

Dear [REDACTED],

Thank you for requesting the services of our organization. Enclosed is a copy of the letter sent to [REDACTED]. We hope to be able to help you resolve this situation in a mutually satisfactory manner.

Also enclosed is information describing our services in more detail. You can expect a call from one of our mediators in the next several days. If you have any questions or concerns, please feel free to contact me.

Sincerely,

[REDACTED]
Case Manager

Encl.



Palo Alto Mediation Program
c/o Project Sentinel
1490 El Camino Real,
Santa Clara, CA – 95050

CASE RESOLUTION REPORT

Case Number:	Mediator:
Mediation Date:	Co-Mediator:
	Observer:

Method Used:

- Mediation
- Conciliation
- Counselled

Case Outcome:		
	<input type="checkbox"/> Resolved	<input type="checkbox"/> Unresolved
	<input type="checkbox"/> Partially Resolved	<input type="checkbox"/> Refused by SP
	<input type="checkbox"/> Resolved by Parties without Mediation	<input type="checkbox"/> Cancelled by RP
Other:		

CONCLUSION:

Case Manager:

Number of contacts with the parties:
Aprox. Number of Hours spent on case:

Voice Mail:

2000 Hamilton Street
Suite 301 Rodin Place
Philadelphia, PA 19130-3874



(215) 843-5413
www.phillymediators.org

Where Conflict Can Be Resolved

CONSENT TO MEDIATE: LANDLORD

Mediation Process and Role of the Mediator

I understand that the mediator(s) will explain the mediation process at the beginning of the mediation session, and that I will have an opportunity to ask questions at that time. I understand that the Good Shepherd Mediation Program and its mediators are not providing me with legal advice, legal representation, counseling or therapy. I understand that the mediation process may involve the mediator(s) speaking privately to each participant. I understand that the mediator(s), acting in a neutral capacity, will not take sides or make a legal ruling. The mediator's role is to facilitate the mediation process and help the parties understand each other's point of view. I understand that if the disputants reach a mediated settlement, the mediator(s) will write it out on an agreement form. I have been informed that prior to signing the mediated settlement, I may have it independently reviewed by my own legal counsel. A copy of the agreement (if a settlement is reached), along with this Consent to Mediate form, will be retained by the Good Shepherd Mediation Program. **The terms of settlement may be legally binding in that the parties may seek its enforcement in the courts, unless the agreement, by its terms, sets forth the parties' intent that it is not legally binding or enforceable in a court of law.**

Costs of Mediation

I understand that this is a partnership with the City of Philadelphia. As a result, all fees have been waived. However, I agree to fill out an evaluation form at the end of the mediation session, and I agree to participate in a follow-up phone call approximately one month after the mediation session.

Voluntary Nature of Mediation

I am voluntarily participating in the mediation process to attempt to resolve a specific conflict. I am willing to abide by the mediation ground rules as described in the mediator(s) opening statement. I understand that if either disputant fails to follow the ground rules, the mediator(s) may terminate the mediation session at the mediator(s) discretion. I also understand that any disputant may decide to withdraw from the mediation at any time during the process.

Confidentiality of Mediation

Furthermore, I understand that all mediation communications and documents are privileged and that disclosure of mediation communications and mediation documents may not be required or compelled through discovery or any other process. I understand that mediation communications and mediation documents, **except the mediated settlement agreement**, shall not be admissible as evidence in any action or proceeding, including, but not limited to, a judicial, administrative or arbitration action or proceeding. [Section 1, Title 42 § 5949 (a)] I understand that all of the mediator(s) notes and the notes taken by the disputants will be destroyed at the end of the final mediation session. I, therefore, agree not to call the mediator(s) or Good Shepherd Mediation Program staff as a witness(es) in any future proceedings pertaining to this case.

2000 Hamilton Street
Suite 301 Rodin Place
Philadelphia, PA 19130-3874



(215) 843-5413
www.phillymediators.org

Where Conflict Can Be Resolved

Exceptions to Confidentiality

I understand that some communications and conduct are excluded from protection under the Confidential Mediation Communications and Documents law in Pennsylvania [Section 1, Title 42 § 5949 (b)]. If subsequent legal proceedings are held in this matter, the mediator may be required to testify in regard to:

- A fraudulent communication during mediation that is relevant evidence in an action to enforce or set aside a mediated agreement reached as a result of that fraudulent communication;
- A communication or threat that bodily injury may be inflicted upon a person;
- A communication of a threat that damage may be inflicted on real or personal property under circumstances constituting a felony;
- Conduct during a mediation session causing direct bodily injury to a person.

In mediations involving youth, mediators are required by the Pennsylvania Child Protection Services Act to report any suspicion of child abuse to the Child Abuse Hotline.

Modifications for “Virtual” Mediations

I understand that I may be asked to sign this document and the agreement electronically. If that is not possible, I agree to sign and return this document as soon as possible. In addition, I understand that the agreement might be signed by the parties after the mediation session has ended, if technology access does not allow for both parties to sign the agreement during the mediation session. I agree to sign and return the agreement as soon as possible (given my technology access), and I understand that my verbal consent during the mediation session serves as my signature until I can sign and return the written agreement.

Release from Liability

I hereby release the Good Shepherd Mediation Program from any liability in regard to this mediation.

Landlord's signature

Date

2000 Hamilton Street
Suite 301 Rodin Place
Philadelphia, PA 19130-3874



(215) 843-5413
www.phillymediators.org

Where Conflict Can Be Resolved

CONSENT TO MEDIATE: TENANT

Mediation Process and Role of the Mediator

I understand that the mediator(s) will explain the mediation process at the beginning of the mediation session, and that I will have an opportunity to ask questions at that time. I understand that the Good Shepherd Mediation Program and its mediators are not providing me with legal advice, legal representation, counseling or therapy. I understand that the mediation process may involve the mediator(s) speaking privately to each participant. I understand that the mediator(s), acting in a neutral capacity, will not take sides or make a legal ruling. The mediator's role is to facilitate the mediation process and help the parties understand each other's point of view. I understand that if the disputants reach a mediated settlement, the mediator(s) will write it out on an agreement form. I have been informed that prior to signing the mediated settlement, I may have it independently reviewed by a tenant advocate. A copy of the agreement (if a settlement is reached), along with this Consent to Mediate form, will be retained by the Good Shepherd Mediation Program. **The terms of settlement may be legally binding in that the parties may seek its enforcement in the courts, unless the agreement, by its terms, sets forth the parties' intent that it is not legally binding or enforceable in a court of law.**

Costs of Mediation

I understand that this is a partnership with the City of Philadelphia. As a result, all fees have been waived. However, I agree to fill out an evaluation form at the end of the mediation session, and I agree to participate in a follow-up phone call approximately one month after the mediation session.

Voluntary Nature of Mediation

I am voluntarily participating in the mediation process to attempt to resolve a specific conflict. I am willing to abide by the mediation ground rules as described in the mediator(s) opening statement. I understand that if either disputant fails to follow the ground rules, the mediator(s) may terminate the mediation session at the mediator(s) discretion. I also understand that any disputant may decide to withdraw from the mediation at any time during the process.

Confidentiality of Mediation

Furthermore, I understand that all mediation communications and documents are privileged and that disclosure of mediation communications and mediation documents may not be required or compelled through discovery or any other process. I understand that mediation communications and mediation documents, **except the mediated settlement agreement**, shall not be admissible as evidence in any action or proceeding, including, but not limited to, a judicial, administrative or arbitration action or proceeding. [Section 1, Title 42 § 5949 (a)] I understand that all of the mediator(s) notes and the notes taken by the disputants will be destroyed at the end of the final mediation session. I, therefore, agree not to call the mediator(s) or Good Shepherd Mediation Program staff as a witness(es) in any future proceedings pertaining to this case.

2000 Hamilton Street
Suite 301 Rodin Place
Philadelphia, PA 19130-3874



(215) 843-5413
www.phillymediators.org

Exceptions to Confidentiality

I understand that some communications and conduct are excluded from protection under the Confidential Mediation Communications and Documents law in Pennsylvania [Section 1, Title 42 § 5949 (b)]. If subsequent legal proceedings are held in this matter, the mediator may be required to testify in regard to:

- A fraudulent communication during mediation that is relevant evidence in an action to enforce or set aside a mediated agreement reached as a result of that fraudulent communication;
- A communication or threat that bodily injury may be inflicted upon a person;
- A communication of a threat that damage may be inflicted on real or personal property under circumstances constituting a felony;
- Conduct during a mediation session causing direct bodily injury to a person.

In mediations involving youth, mediators are required by the Pennsylvania Child Protection Services Act to report any suspicion of child abuse to the Child Abuse Hotline.

Modifications for “Virtual” Mediations

I understand that I may be asked to sign this document and the agreement electronically. If that is not possible, I agree to sign and return this document as soon as possible. In addition, I understand that the agreement might be signed by the parties after the mediation session has ended, if technology access does not allow for both parties to sign the agreement during the mediation session. I agree to sign and return the agreement as soon as possible (given my technology access), and I understand that my verbal consent during the mediation session serves as my signature until I can sign and return the written agreement.

Release from Liability

I hereby release the Good Shepherd Mediation Program from any liability in regard to this mediation.

Tenant's signature

Date

LANDLORD-TENANT PRE-FILING MEDIATION INTAKE FORM

Intake Staff: _____ Date: _____ Case #:_____

Tenant Advocate Assigned to Case: _____

Nature of Issue:

Breach of Lease Non-Payment of Rent End of Lease Term Repairs Needed

Other: _____

Type of Property & Lease:

Private Rental Subsidized Rental (Public Housing, Project-Based, HUD, or Voucher)

Verbal Lease Written Lease One Year Term Month-to-Month Term

Initiating Party: _____

Party is the: Landlord Tenant

Address: _____ Zip: _____

Best Phone: _____ Alternate Phone: _____

Email: _____

Presenting Problem (include scheduling concerns, any special needs, & PARTY'S GOALS): _____

How did you learn about mediation? _____

SEE ADDITIONAL QUESTIONS ON REVERSE – FOR BOTH PARTIES

Responding Party: _____

Party is the: Landlord Tenant

Address: _____ Zip: _____

Best Phone: _____ Alternate Phone: _____

Email: _____

Presenting Problem (include scheduling concerns, any special needs & PARTY'S GOALS): _____

SEE ADDITIONAL QUESTIONS ON REVERSE – FOR BOTH PARTIES

LANDLORD-TENANT PRE-FILING MEDIATION INTAKE FORM

ADDITIONAL QUESTIONS FOR TENANT: Age: _____ Gender: _____

Racial identity (check all that apply):

- Black/African-American Pacific Islander Latinx/Hispanic Asian/Asian-American
 Native American White/Caucasian Other: _____

Annual household income: _____ Size of household: _____ Adults (≥ 18) _____ Children (< 18) _____

ADDITIONAL QUESTIONS FOR LANDLORD: Age: _____ Gender: _____

Racial identity (check all that apply):

- Black/African-American Pacific Islander Latinx/Hispanic Asian/Asian-American
 Native American White/Caucasian Other: _____

Zip code of residence: _____

Number of properties owned/managed: _____ Number of units owned/managed: _____

Actions Taken (include dates):

- Referred Tenant to Office of Homeless Services Rental Assistance
 Referred Tenant to Clarifi for Financial Counseling
 Scheduled Mediation Date: _____
 Mailed Consent to Mediate along with Tenant Information Sheet to tenant and Consent to Mediate along with Landlord Information Sheet to landlord.
 Other actions: _____

LANDLORD-TENANT MEDIATION AT GOOD SHEPHERD MEDIATION PROGRAM

A Partnership with the City of Philadelphia

WHAT IS MEDIATION?

Mediation is a voluntary dispute resolution process designed to bring people in conflict together to work out solutions to their differences. The meeting is facilitated by a specially trained, neutral conflict specialist called a “mediator.” The parties negotiate their own settlements. The mediator does not force them to do anything. If the parties do not reach an agreement, the mediator will assist the parties in determining what comes next. The parties can consult an attorney or advocate before signing the agreement.

WHAT IS GOOD SHEPHERD MEDIATION PROGRAM (GSMP)?

Good Shepherd Mediation Program, established in 1984, is a neighborhood justice center located in the Fairmount neighborhood of Philadelphia. In 2019, as part of the City’s eviction prevention efforts, GSMP partnered with the City of Philadelphia to offer free mediation for landlords and tenants.

WHAT ARE THE ADVANTAGES OF USING THE MEDIATION PROGRAM?

- Cost savings: For landlords and tenants in Philadelphia, mediation is FREE!
- Flexible scheduling: We offer a choice of times.
- More control over the outcome: you decide the outcome, not a judge. (The mediated agreement is still enforceable.)
- Parties are generally more satisfied with the settlements they negotiate personally.
- Working cooperatively to resolve a conflict is less stressful than drawn-out negotiations.

BEFORE YOU MEDIATE, KNOW YOUR RIGHTS AND RESPONSIBILITIES (The following information is not intended to be legal advice!)

A Lease is a Lease: It does not matter if your lease is written or verbal, although a written lease provides more guidance on the rights & responsibilities of both parties.

Rental License and other necessary documents: The landlord must have a current “Rental License” for every unit (unless the landlord lives in the property). When a lease is signed, the tenant should receive a “Certificate of Rental Suitability” and “Partners for Good Housing Handbook” and, in some cases, a “Certification of Lead Safe Status.”

Repairs: The landlord must maintain the property in a safe and livable condition. The tenant must give notice to the landlord if any repairs are needed. The landlord and tenant can negotiate an adjustment to the rent if repairs are not made.

Retaliation: It is illegal for the landlord to retaliate against a tenant for calling L&I, for example by trying to evict the tenant, raising the rent, or changing the lease terms.

Rent Increase: A landlord can increase the rent at the end of the lease term, but the landlord must give the tenant proper notice, which is usually explained in the lease.

Security Deposit: A landlord can collect two months of rent as a security deposit. After the first year, the landlord must return any balance over one month’s rent.

Eviction Process: To evict a tenant, the landlord must file a complaint in court. But first the landlord must give the tenant proper written notice that complies with Philadelphia’s Good Cause Eviction Law. Under that law, a landlord cannot end a short-term lease (less than 1 year) without a good reason, and the landlord must give the tenant at least 30 days’ notice, in writing.

Discrimination: It is illegal for a landlord to discriminate against a tenant or to refuse to accommodate a tenant with a disability.



Date: _____ Mediator Name: _____

Party Name: _____ Party Phone Number: _____

I. Introduction

- a. Introduce yourself as mediator
- b. Ask if party is available to talk in preparation for upcoming mediation
- c. Purpose of this call: to assess if mediation is an appropriate way of addressing this situation and to prepare for the mediation
- d. Emphasize that this call is confidential unless harm to children is disclosed
- e. Explain mediation:
 - i. Opportunity for a constructive conversation
 - ii. Role of mediator(s)
 - iii. Importance of preparation
 - iv. What to expect (consent form, ground rules, possibility of Agreement)

II. Invite Personal Reflection

- a. Tell me about the situation as you see it.
- b. What has this been like for you?
- c. What have you tried in the past?

III. Invite Reflection About the Other Party

- a. How long have you known the other person involved?
- b. Have things ever been good between you?
- c. How do you think they see this situation?

IV. Mediation Preparation

- a. What would you most like the other person to understand about your experience?
- b. What would support you to say this? Do you think they will be able to hear?
- c. What would you most like to hear from the other?
- d. What will it be like if this does not happen?
- e. What do you think could happen to help resolve this situation, for you and for the other party?
- f. Do you have any expectations/suggestions for how we structure the conversation?

V. Logistics

- a. Assess if other people are involved and need to participate in this mediation
- b. Confirm time and location for mediation
- c. Confirm if any accessibility needs (physical, language, etc.) must be met
- d. Reminder to bring supporting documents (copy of lease, pictures if necessary, court order if applicable)
- e. Questions?

MEDIATION SERVICES INTAKE FORM: TENANT

Our agency receives federal funding that requires us to obtain the following information. This information is collected for statistical reasons only and is kept in strict confidence. Please help us by filling in the information on this form. If you have any questions, our staff will be glad to help you.

FIRST NAME: _____ **LAST NAME:** _____

STREET ADDRESS: _____ **CITY/STATE:** _____

PRIMARY PHONE NUMBER: _____ **AGE:** _____ **GENDER:** _____

1. The following table includes income qualifications for our program. With some exceptions, your income (based on number of people in your household) must be below the stated limit. Income includes any amount paid to you through: work, dividends, child support, assistance programs like SSI/SSDI and TANF, etc. Please initial next to the appropriate box to verify that your annual income is below that amount. You may be asked for verification of income.

# OF MEMBERS IN HOUSEHOLD	MONTHLY // ANNUAL HOUSEHOLD INCOME	INITIALS
1 - member	\$3,729 // \$44,750 or less	
2 - members	\$4262 // \$51,150 or less	
3 - members	\$4,795 // \$57,550 or less	
4 - members	\$5,325 // \$63,900 or less	
5 - members	\$5,754 // \$69,050 or less	
6 - members	\$6,179 // \$74,150 or less	
7 - members	\$6,604 // \$79,250 or less	
8 - members	\$7,029 // \$84,350 or less	

If your circumstances are not reflected in the above chart, please record:

_____ # of members in household _____ Annual Income _____ Initials

2. **ETHNICITY** (*Please select one*):

_____ Hispanic or Latino _____ NOT Hispanic or Latino

3. **RACE** (*Please select one*):

_____ American Indian or Alaska Native	_____ Black or African American
_____ American Indian/Alaska Native & Black/African American	_____ Black/African American & White
_____ American Indian/Alaska Native & White	_____ Native Hawaiian or Other Pacific Islander
_____ Asian	_____ White
_____ Asian & White	_____ Other Multi-Racial (not listed above)
_____ Asian & Black/African American	

4. **MISCELLANEOUS** (*Please select all that apply*):

_____ Female Head of Household _____ 62 years of age or over _____ Person with disability in household

I certify that the information I have provided on this form is true and accurate to the best of my knowledge. I understand that the information provided on this form is subject to verification by HUD.

Tenant Signature

Date

(flip to complete)

Dispute resolution issues (Please check all that apply):

- Non-Payment of Rent
- Breach of lease
- End of lease term

- Habitability (Repairs needed)
- Other: _____

If non-payment of rent is an issue in this case, would you benefit from rental assistance from an outside service provider to help pay back the balance owed?

Yes

No

Please list any physical, language, or other accessibility needs you have so the program can ensure your ability to participate in mediation:

Do you have the internet access, webcam capability, and privacy necessary to participate in a Zoom videoconference mediation? Y / N

Considering the effects of the COVID-19 pandemic, are you able to meet in person for this mediation? Y / N

The mediation schedule fills up quickly. Please provide *a range of times* when you can be available for mediation, and we will do our best to accommodate. If a range of times is not given, a mediation date and time will be selected for you.

Please describe the nature and background of the dispute and any referrals or agreements.

LANDLORD/PROPERTY MANAGER INFORMATION:

FIRST NAME: _____ LAST NAME: _____

PRIMARY PHONE NUMBER: _____ PROPERTY NAME: _____

RACE: _____ GENDER: _____

WILL THE LANDLORD/PROPERTY MANAGER BE THE OTHER PARTY IN MEDIATION? YES / NO

IS THE LANDLORD/PROPERTY MANAGER AWARE OF AND INTERESTED IN MEDIATION? YES / NO

MEDIATION SERVICES INTAKE FORM: LANDLORD/PROPERTY MANAGER

In preparation for the mediation, please fill out the following form with the information of the person who will be participating in the mediation as the Landlord, Property Manager, or Site Coordinator:

FIRST NAME: _____ LAST NAME: _____

STREET ADDRESS: _____ CITY/STATE: _____

PRIMARY PHONE NUMBER: _____ AGE: _____ GENDER: _____

PROPERTY NAME: _____

1. ETHNICITY (*Please select one*):

Hispanic or Latino

NOT Hispanic or Latino

2. RACE (*Please select one*):

American Indian or Alaska Native

Black or African American

American Indian/Alaska Native & Black/African American

Black/African American & White

American Indian/Alaska Native & White

Native Hawaiian or Other Pacific Islander

Asian

White

Asian & White

Other Multi-Racial (not listed above)

Asian & Black/African American

3. Dispute resolution issues (*Please check all that apply*):

Non-Payment of Rent

Habitability (Repairs needed)

Breach of lease

Other:

End of lease term

If non-payment of rent is an issue in this case, would you accept rental assistance from an outside service provider to help the tenant pay back the balance owed?

Yes

No

Please list any physical, language, or other accessibility needs you have so the program can ensure your ability to participate in mediation:

Do you have the internet access, webcam capability, and privacy necessary to participate in a Zoom videoconference mediation? Y / N

Considering the effects of the COVID-19 pandemic, are you able to meet in person for this mediation?
Y / N

(flip to complete)

The mediation schedule fills up quickly. Please provide *a range of times* when you can be available for mediation, and we will do our best to accommodate. If a range of times is not given, a mediation date and time will be selected for you.

Please describe the nature and background of the dispute and any referrals or agreements.

Pittsburgh

TENANT INFORMATION:

FIRST NAME: _____ **LAST NAME:** _____

STREET ADDRESS: _____ **CITY/STATE:** _____

PRIMARY PHONE NUMBER: _____ **PROPERTY NAME:** _____

RACE: _____ GENDER: _____

RACE: _____ GENDER: _____

RACE: _____ GENDER: _____

IS THE TENANT AWARE OF AND INTERESTED IN MEDIATION? YES / NO

IS THE TENANT AWARE OF AND INTERESTED IN MEDIATION? YES / NO

CONSENT TO MEDIATE

The undersigned parties agree to enter into mediation with _____
(insert names of mediator(s)) as mediator(s), with the intention of reaching a consensual settlement of
their dispute in the matter of _____ *(insert name of case)*.
The mediation is to take place on _____
(insert date, time, and place).

Nature of Mediation and Role of the Mediator

1. The mediator is an impartial facilitator who will assist the parties to reach their own resolution.
2. The mediator will assist in addressing the conflict but will not make decisions about “right” and “wrong,” tell the parties what to do, or impose a decision on them.
3. Any comments, opinions, suggestions, statements, or recommendations made by the mediator are not binding on any party.
4. The mediator will not offer legal advice nor provide legal counsel.
5. The mediator will assist the parties in creating a resolution of their dispute, but the parties themselves will develop the resolution.
6. The mediator has disclosed to the parties any conflicts of interest and the parties agree to waive any that exist to pursue the mediation.
7. The parties agree that they will not hold the mediator(s) responsible for any claim arising from this mediation process.

Confidentiality

1. In order for mediation to work, open and honest communications are essential. Accordingly, and in accordance with Pennsylvania law (42 Pa. C.S. Section 5949 et. seq.), all written and oral communications, negotiations, and statements made in the course of mediation will be treated as privileged and are absolutely confidential. Therefore:
 - a. The mediator will not reveal anything discussed in mediation unless compelled by law. It is understood, however, that the mediator is not required to maintain confidentiality if she has reason to believe that a child is in need of protection or if any party is in danger of bodily harm or there is imminent danger to property;
 - b. All statements and writings exchanged in the mediation are done for the purpose of attempting to reach a resolution in this matter, and are not admissible or discoverable in any proceedings outside of this mediation;
 - c. The parties agree that they will not at any time, before, during, or after mediation, subpoena or call the mediator or any other participant in the mediation process as a witness in any legal or administrative proceeding concerning this dispute, or concerning any written or oral communications made in the course of mediation; and that if they do, the parties agree that the mediator may discuss the mediation to the extent necessary to respond to a complaint filed in any forum challenging the manner in which the mediator carried out her professional responsibilities.
 - d. The exception to the above is that this Agreement to Mediate and any settlement agreement resulting from the mediation may be produced in any subsequent court proceedings.
 - e. The parties will keep confidential the contents of mediation and resulting agreement

items from outside parties excluding immediate family members, lawyers, the referral source, rental assistance programs, and any other agreed upon referral sources required to complete Agreement items. Any other exceptions must be agreed upon by the mediation parties.

2. Any information disclosed to the mediator during private sessions that a party wishes to be kept confidential, will be kept confidential, unless the party gives express permission for its disclosure.

Cooperation During Mediation

Each party agrees to enter into this mediation with the intention of achieving a settlement of the dispute. To this end the parties agree to:

1. Undertake to negotiate with commitment and in good faith;
2. Cooperate with the mediator in the conduct of the mediation;
3. Do their best to comply with reasonable requests made by the mediator to promote the efficient resolution of the dispute.

Full Disclosure

Full disclosure of all relevant information is essential to the mediation process. Accordingly, the parties agree to disclose such information to the other parties and to the mediator.

Mediation is Voluntary

While both parties intend to continue with mediation until they reach an agreement, it is understood that any of them may choose to withdraw from mediation at any time. It is agreed that if this occurs, the parties will make their best efforts to discuss this decision in the presence of all parties and the mediator.

Settlement

If the parties reach a settlement at the mediation, the terms of the settlement will be written down at the mediation and signed by the parties, in either temporary or final form, as the parties determine.

Mediation Fees

The mediator(s) agree to conduct the mediation at no cost to the parties.

By signing this Agreement to Mediate, I attest that I have reviewed and understand it, have had any questions fully answered and freely and knowingly agree to abide by the terms set forth in it.

Print Name _____

Signature _____

OPENING STATEMENT CHECKLIST

INTRODUCTIONS

- Introduce yourself (and your co-mediator)
- Mention mediator's volunteer status

DEFINE MEDIATION

- Voluntary, confidential process facilitated by a mediator in which the parties hope to gain a better understanding of their situation, learn more about the perspective of the other person(s) involved, and seek ways to address or resolve their dispute(s) with the help of a mediator

ROLE OF MEDIATOR

- Mediator is not a judge and does not render a verdict or take sides. The parties create their own solution
- Does not offer legal advice, representation, counseling or therapy
- Facilitates the discussion
- Helps clarify issues
- Helps the parties write out their decisions

CONFIDENTIALITY

- What occurs during mediation is confidential to the mediation program unless information is disclosed which leads the mediator to suspect child abuse.
- The mediator will collect and destroy notes at the end of the mediation session unless we have a follow-up session, then we will keep notes to remind us of where we left off.
- Only the Intake Form, the Consent to Mediate form, and the Agreement Form will be retained by the mediation center. The Agreement is legally binding.
- The parties will keep confidential the contents of mediation and resulting agreement items from outside parties excluding immediate family members, lawyers, the referral source, rental assistance programs, and any other agreed upon referral sources required to complete Agreement items. Any other exceptions must be agreed upon by the mediation parties.

DESCRIBE MEDIATION PROCESS

- Parties each present their understanding of the situation and the goals they would like to achieve or topics they want to discuss
- There may come a time when the parties want to meet with the mediator privately, or the mediator wants to meet with the parties privately; this is called a "caucus."
- The "caucus" has an extra layer of confidentiality; the mediator will not repeat anything heard in the caucus to the other parties unless given permission to do so
- Parties work on creating a solution which is satisfactory to all
- Mediator helps parties put their Agreement in writing
- Everyone receives a copy of the Agreement as a legally binding document

GUIDELINES

- Ask the parties if there are any guidelines that would make the parties feel more comfortable during the mediation session (e.g., One person speaks at a time; take notes to remind you of what you want to say when it's your turn to speak. Use respectful language.)

CONCLUSION

- Thank you for choosing mediation; Are there any questions about the process?
- (If parties have not returned Consent form: have them read it & verbally consent.)

Landlord-Tenant Mediation Script:

Thank you for contacting us for assistance with your landlord-tenant issue. We CAN provide you with education and legal information on housing rights and responsibilities. We can also provide mediation services. However, we CANNOT provide legal advice and urge you to contact an attorney for legal advice. If you need a referral, we can provide you with that information.

Before we proceed, there are a few things you need to know.

1. The mediator is a neutral and impartial third party who helps parties resolve disputes.
2. A mediator is not a judge and does not decide who wins.
3. Mediation is voluntary and both parties must agree to participate.
4. Agreeing to mediate does not mean you have to agree to resolve the dispute. We just ask that you make a good faith attempt to resolve the dispute.
5. Mediation is confidential. For example, information discussed during mediation cannot be used as evidence in court.

Do you have any questions regarding the information I just provided?

Do you understand that mediation is voluntary and confidential?

Do you want us to attempt to mediate your dispute/issue?

Thank you.

Mediation and Confidentiality Agreement

Tenant: _____

Landlord: _____

The above-listed parties (hereafter "parties") hereby agree to enter into mediation of their dispute (hereafter "dispute") as part of, and pursuant to The Fair Housing Center's Landlord-Tenant Mediation Program with the intent to resolve the dispute. Further, the parties acknowledge, understand, and agree to the following:

1. Parties in the mediation process agree to make a good faith effort to resolve the dispute, which is described as making an honest effort to participate with the other party with the purpose of reaching, a mutually acceptable settlement.
2. The parties agree to be courteous throughout the mediation process by respecting the opinions, perceptions, beliefs, and feelings of the other party and by refraining from personal attacks, intimidation, threats, and verbal or physical abuse.
3. The Mediator is an impartial, neutral intermediary whose role is to assist the parties in reaching a voluntary settlement of the dispute by negotiation between or among themselves. The mediator does not have the authority to impose a settlement or decide how the dispute should be resolved but will instead help the parties reach their own agreement, if possible.
4. The parties acknowledge that the Mediator is an employee of The Fair Housing Center.
5. Neither the Mediator nor The Fair Housing Center will draft any settlement agreement, nor render or provide any legal or other professional advice to the parties. The Mediator is not an attorney for either party and does not represent any of the parties to the dispute. The Mediator may assist the parties to organize their own agreement if they are able to resolve the dispute.
6. The Mediator and The Fair Housing Center have no duty to protect the interests of any party or to provide them with information or advice regarding their legal rights or responsibilities. Neither The Fair Housing Center nor any Mediator shall be liable to any party for any party for any act or omission in connection with any mediation service or activity offered, presented, sponsored, or conducted as part of the Pre-Litigation Mediation Program.
7. Only the parties to the dispute, and any required individuals such as translators, shall be permitted to attend the mediation. Any other person,

- including legal counsel, may be present at mediation for private conferences, by will not be allowed to participate in the mediation.
8. Mediations will normally be scheduled for one one-hour session. At their sole discretion, the Mediator may schedule one additional one-hour session, or such additional sessions as they determine may be appropriate.
 9. Confidentiality
 - a. Mediation sessions shall be private.
 - b. All records, reports, or other documents considered by the mediator shall be confidential.
 - c. The parties agree that Ohio Rule of Evidence 408 and Federal Rule of Evidence 408 apply to any communications, and any records, documents, or other items shared, in the course of mediations conducted under this Agreement.
 - d. The parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in any adversary proceeding or judicial forum.
 - e. The parties agree to maintain the confidentiality of the mediation and shall not rely on, seek to obtain by discovery, or to introduce as evidence in any arbitration, judicial, or other proceeding any information subject to this Agreement, including but not limited to: (1) any statements regarding a possible settlement of the dispute; (2) admissions made by the other party during the mediation proceedings; (3) proposals made or views expressed by the mediator; or (4) the fact that the other party had or had not indicated a willingness to accept a proposal for settlement made by either party or the mediator.
 - f. The mediation process shall be considered a settlement negotiation for the purposes of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence to the fullest extent of the law.
 - g. The mediation proceedings shall not be recorded and no stenographic record shall be made of the mediation process, except for any settlement agreement made by the parties resulting from the mediation.
 10. The mediation process shall be terminated when:
 - a. The parties sign a written settlement agreement;
 - b. The Mediator determines that further efforts at mediation are no longer likely to achieve a settlement;
 - c. Either party withdraws from the mediation proceedings; or
 - d. When there is no communication between The Fair Housing Center and any party for more than five business days.
 11. Should the mediation fail to produce a resolution to the dispute, the parties may seek any remedy including any legal remedy, available to them.

12. This Agreement may be signed in counterparts but shall not become effective until the Mediator receives signed copies of the agreement from all parties.
13. The parties hereby release the Mediator, and The Fair Housing Center, from any and all claims arising out of any agreement made by them as a result of any mediation process pursuant to this Agreement or the Landlord-Tenant Mediation Program, and agree to indemnify and hold harmless the mediator and The Fair Housing Center from any loss or damage, including court costs and attorney's fees, resulting from any such claim.
14. No mediation shall be scheduled or conducted until all parties to the dispute have read, understood, and agreed to the terms of this Agreement.
15. If either party is a corporation, the person signing below commits to comply with the terms of this agreement and also represents that they have authority to sign on behalf of the corporation and bind the corporation to the terms of this agreement.

By signing below, the parties acknowledge that they have read, understood, and agree to all provisions of this Agreement, including the Confidentiality Statement.

Tenant's Signature	Date
Tenant's Signature	Date
Landlord's Signature	Date
Landlord's Signature	Date
The Mediator, The Fair Housing Center	Date

Mediator Position Available

The Fair Housing Center (Toledo) seeks an experienced mediator to serve as a neutral in their newly-established Landlord-Tenant Mediation department. The successful candidate will, through education and experience:

- (1) Have a working knowledge of Ohio's landlord-tenant laws, and eviction procedures;
- (2) Be able to explain the mediation process to landlords, tenants, and the general public;
- (3) Have the ability to build relationships with and educate the community through outreach, presentations, and workshops;
- (4) Have the ability to work effectively with people under stressful situations, identify problems and potential solutions, and be well-versed in conflict management skills;
- (5) Ability to utilize Microsoft Office software applications (Word, Excel, etc.) with ability to track activities in our proprietary case management system; and
- (5) Have knowledge about and be able to interpret Federal, State, and Local laws concerning discrimination in housing.

Qualifications:

- (1) Bachelor's degree in Paralegal Studies, or equivalent required; Juris Doctor (preferred). Some amount of relevant experience may be substituted for educational requirements;
- (2) Solid conflict resolution skills;
- (3) One to three years experience in community mediation.

This is a full-time (9:00 a.m. to 5:00 p.m.) exempt position, with some evenings or weekends as needed. Additional training will be provided. The Fair Housing Center offers competitive salary and benefits package.

How to Apply:

Please send resume and cover letter detailing qualifications to HR@toledofhc.org.