



Community Partnerships Division

Homeless Initiative Partnership

# Landlord/Tenant Guidebook



Broward County Homeless  
Continuum of Care FL-601

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## PURPOSE STATEMENT

This guide serves as a minimum set of rights and duties to be followed by all providers servicing landlords and tenants of housing programs funded by Broward County, Human Services Department. As the local homeless response system continues to evolve and strengthen its ability to make homelessness rare and brief, there is an increased need for system-wide alignment around common goals and outcomes, program models and activities, and performance standards. Programs are expected to adhere to the model outlined in this document. This document also provides insight to landlords and tenants, allowing both parties to have a common understanding of what is expected of them in a successful, mutually-beneficial landlord/tenant relationship.

## HOUSING FIRST

Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that individual choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make an individual more successful in remaining housed and improving their life.

# HOUSING PROGRAMS

## PERMANENT SUPPORTIVE HOUSING

### Permanent Supportive Housing

Permanent housing that is coupled with supportive services that are appropriate to the needs and preferences of residents. Individuals have leases, must abide by rights and responsibilities, and may remain with no program imposed time limits. Housing may include various combinations of subsidy resources and services. Supportive housing in Broward County follows the Housing First approach and follows a harm reduction philosophy.

Program Description	Essential Program Elements	Time Frame	Population	Desired/Expected Outcome
Rental assistance with supportive services for persons who are coming from the street or shelter/interim housing. Majority of programs serve households with a disabled head-of-household, but disability requirement will be based on subsidy source requirements.	<p><b>Case Management</b></p> <ul style="list-style-type: none"> <li>Assistance with lease process</li> <li>Provision of or linkage to: Assessment, Intervention, link to mainstream resources, community building peer to peer and all other services that assist a person in remaining stably housed</li> <li>Services are voluntary to the individuals and are not a condition of the lease</li> </ul> <p><b>Rental Subsidy</b></p> <ul style="list-style-type: none"> <li>Provides a rental subsidy to make the unit affordable</li> <li>Provide assistance in accessing housing relocation resources/supports (security deposits, utilities, furnishings, etc.)</li> <li>Ensure coordination between property manager or landlord</li> </ul> <p><b>Health Care Access</b></p> <ul style="list-style-type: none"> <li>Wellness services</li> <li>Physical and mental health services</li> </ul>	No time frames	<ul style="list-style-type: none"> <li>Any high needs individuals with multiple barriers to housing that is literally homeless (lease-based program)</li> <li>Specialized eligibility requirements for subsidies including veterans, disabled, long term homeless, or domestic violence</li> </ul> <p>Prioritizing: Disabling condition and long-term, multiple episodes of homelessness (Vulnerability Index Score of 1 or higher) and veterans</p> <p>Unique Populations:</p> <ul style="list-style-type: none"> <li>Families with Children</li> </ul>	<p><b>Outcome: Individuals will remain in permanent housing.</b></p> <p><b>Indicators:</b></p> <p>Threshold (increasing): 56% of all participants have non-employment income.</p> <p>Threshold (increasing): 56% of participants obtain mainstream benefits.</p>

# RAPID RE-HOUSING

## Rapid Re-Housing

Program focusing on re-housing all persons, regardless of disability or background, as quickly as possible in appropriate permanent housing.

Program Description	Essential Program Elements	Time Frame	Population	Desired/Expected Outcome
Short-term rental assistance and supportive services programs that rapidly re-houses and stabilizes persons who are homeless into appropriate permanent housing.	<p><b>Case Management Services</b></p> <p>Housing Location</p> <ul style="list-style-type: none"> <li>• Housing stabilization planning using common tools</li> <li>• Employment assistance</li> <li>• Linkage to mainstream resources</li> <li>• Linkage to mental health services as appropriate</li> <li>• Linkage to medical services as needed</li> <li>• Linkage to substance use treatment services as appropriate</li> <li>• Transportation assistance</li> <li>• Financial management</li> <li>• Domestic Violence Specific Consideration</li> <li>• Access to crisis intervention services</li> <li>• Safety planning</li> <li>• Legal advocacy</li> </ul> <p><b>Temporary Financial Assistance</b></p> <ul style="list-style-type: none"> <li>• Rental assistance based on lease and housing stabilization plan               <ul style="list-style-type: none"> <li>◦ Need based rental assistance</li> </ul> </li> <li>• Utility assistance</li> <li>• Childcare</li> <li>• Job Training</li> </ul> <p><b>Housing Relocation</b></p> <ul style="list-style-type: none"> <li>• Provision of or formalized partnership to housing referrals and placement services</li> <li>• Linkage to community supports and/or wraparound system of services in relation to housing placement</li> <li>• Temporary financial assistance (security deposits, utility deposits, furniture, household supplies)</li> </ul> <p><b>Harm Reduction and Housing First</b></p> <ul style="list-style-type: none"> <li>• All supportive housing embraces and practices Harm Reduction and Housing First</li> <li>• Incorporate proven best practices and evidence-based practices</li> <li>• Programs do not require sobriety or medication/treatment compliance as a condition of housing attainment or retention</li> </ul>	Up to 24 months of rent subsidy and supportive services, during which households are stabilized	<p>Literally homeless households or those residing in shelters. Households that show the ability to become self-sufficient in a short period of time as evidence by: having income potential, and do not need intense services to remain housed; recently became homeless; no serious known disabilities</p> <p>May be used as a bridge to PSH</p> <p>Priority populations: Households with children residing on streets or in emergency shelters who are not eligible for VA-funded RRH.</p>	<p><b>Outcome: Households will secure and maintain appropriate, affordable permanent housing</b></p> <p>Threshold: 80% of households will exit to permanent housing.</p> <p>Threshold: 70% of households remain housed 3 months after exit.</p> <p>Threshold: 70% of households increase income during program enrollment.</p> <p>Threshold: 70% pf participants obtain mainstream benefits</p>

## RAPID RE-HOUSING FOR YOUNG ADULTS (18-24 YEARS OLD)

### Rapid Re-Housing for Young Adults (ages 18-24 years old)

Program of stabilization and assessment, focusing on re-housing all persons, regardless of disability or background, as quickly as possible in appropriate permanent housing.

Program Description	Essential Program Elements	Time Frame	Population	Desired/Expected Outcome
Short-term rental assistance and supportive services programs that rapidly re-houses and stabilizes persons who are homeless into appropriate permanent housing.	<p><b>Case Management Services</b></p> <ul style="list-style-type: none"> <li>Housing navigation</li> <li>Housing stabilization planning using common tools</li> <li>Linkage to mental health, medical, and substance use treatment services as appropriate</li> <li>Transportation assistance</li> <li>Financial, lease, household management</li> <li>Negotiating housemate agreements</li> </ul> <p><b>Temporary Financial Assistance</b></p> <ul style="list-style-type: none"> <li>Rental assistance based on lease and housing stabilization plan</li> <li>Utility assistance</li> <li>Childcare</li> </ul> <p><b>Best Practices/Evidence-Based Practices</b></p> <ul style="list-style-type: none"> <li>Developmentally appropriate program models are employed</li> <li>Trauma-informed programming and housing</li> <li>Self-sufficiency focused case planning</li> <li>Job coaching, rapid employment and job retention practices are incorporated into program</li> <li>Housing embraces and practices Harm Reduction and Housing First</li> <li>Incorporate proven best practices and evidence-based practices</li> <li>Programs do not require sobriety or medication/treatment compliance as a condition of housing attainment or retention</li> </ul>	Up to 24 months of rent subsidy and supportive services, during which households are stabilized	<p>Literally homeless households or those residing in shelters. LGBTQ adult youth ages 18-24 years, pregnant, and parenting young adults, young adults with extensive involvement in the juvenile justice system and/or the child welfare system.</p> <p>May be used as a bridge to PSH</p> <p>Priority populations: Households who are transgender, pregnant and parenting, or, lesbian, gay or bi-sexual.</p>	<p><b>Outcome: Households will secure and maintain affordable permanent housing</b></p> <p><b>Indicators:</b></p> <p>Threshold: 80% of households will exit to permanent housing.</p> <p>Threshold: 70% of households remain housed 3 months after exit.</p> <p>Threshold: 70% of households increase income during program enrollment.</p> <p>Threshold: 70% of participants obtain mainstream benefits</p>

# TRANSITIONAL HOUSING

## Transitional Housing

Time-limited housing where individuals that are homeless may stay and receive support services, that are designed to enable individuals to move into permanent housing.

Program Description	Essential Program Elements	Time Frame	Population	Desired/Expected Outcome
<p>Short-term housing and supportive, wrap around services (up to 2 yrs.) to prepare individuals that are homeless to secure and maintain permanent housing at exit.</p> <p>Intended to rapidly house and stabilize without barriers to enrollment (i.e., eligibility requirements such as income, sobriety, childcare, rental history)</p>	<p><b>Case Management Services</b></p> <ul style="list-style-type: none"> <li>Housing Focused</li> <li>Linkage mainstream resources and other supports as needed</li> <li>Not mandatory for continued housing</li> <li>Tailored to participant needs not to program and does not prescribe a standard “program” for every household.</li> </ul> <p>Domestic Violence Specific Considerations:</p> <ul style="list-style-type: none"> <li>Access to crisis intervention services</li> <li>Safety Planning</li> <li>Legal Advocacy</li> </ul> <p><b>Housing</b></p> <ul style="list-style-type: none"> <li>Provision of or formalized partnership to housing referrals and placement services</li> <li>Primary responsibility of program is to locate permanent housing</li> <li>Must be licensed or have licensed overnight if substance use, mental or physical health oriented.</li> </ul> <p><b>Harm Reduction and Housing First</b></p> <ul style="list-style-type: none"> <li>Incorporate proven best practices and evidence-based practices</li> <li>Program agreement does not include “zero tolerance” policies (except for physical violence or threats) for attainment or retention of housing.</li> <li>Comply with Fair Housing Laws (no-single-gender programs or arbitrary caps on ages, numbers or genders of children)</li> <li>Comply with HUD Equal Access Rule</li> </ul>	<p>Up to 2 years of housing subsidy and case management</p> <p>Up to 6 months of follow-up services provided after exit</p>	<p>Youth who cannot sign a lease (under 18 years), those fleeing domestic violence, those interested in substance use treatment and/or recovery support, and recently released from institutions, those seeking licensed medical or mental health housing</p> <p>May be used as a bridge to RRH for enrolled individuals awaiting housing location or approval</p>	<p><b>Outcome: Exiting households will secure and maintain permanent housing.</b></p> <p><b>Indicators:</b></p> <p>Threshold: 80% of households will exit to permanent housing.</p> <p>Threshold: 40% of participants will have employment income.</p> <p>Threshold: 10% of all participants have non-employment income</p>






















## DEFINITIONS

- *Chronically Homeless.* Chronic homelessness is used to describe people who have experienced homelessness for at least a year — or repeatedly — while struggling with a disabling condition such as a serious mental illness, substance use disorder, or physical disability. This definition is governed by HUD and cannot be altered.
- *Continuum of Care (CoC):* is a concept involving a system that guides and tracks services over time through a comprehensive array of providers spanning all levels and intensity of **care**. Broward County has service providers that provide housing, supportive services, shelter, street outreach, legal services, day respite and transitional housing.
- *Coordinated Entry and Assessment System:* is a system through which people experiencing homelessness can access the crisis response system and housing in a streamlined way, have their strengths and needs quickly assessed and connect to tailored housing and mainstream services within the community.
- *Housing First:* the concept that homeless individuals or households, first and primary need is to obtain stable housing and that other issues can be addressed to maintain stable housing.
- *Rental Assistance:* The goal of rent and move-in assistance is to help with the costs associated with getting into housing. The amount and duration of this assistance varies, but at a minimum, it should be enough to help people secure a place to live. This assistance shouldn't be a standard "package" but flexible and individualized, to meet unique needs.
- *Supportive Services/Case Management:* The goal of supportive services is to help stabilize people once housed, by connecting them to services and supports, if needed. It should focus on helping people navigate barriers that may stand in the way of securing and maintaining housing and should also strive to build a support system by connecting them with people and programs in the community.

## THE REFERRAL PROCESS

### Access Points

The Broward County Homeless Continuum of Care (“HCoC”) has a Multi-site Centralized Access Model Coordinated Entry and Assessment System (“CEA”). This means that there are multiple access points through which an individual experiencing homelessness can access a housing referral. The HCoC has adopted a “no-wrong door” approach to CEA. In doing so, participants can access CEA by appearing at any homeless assistance agency within the community. A list of all access points in the community is shown below.

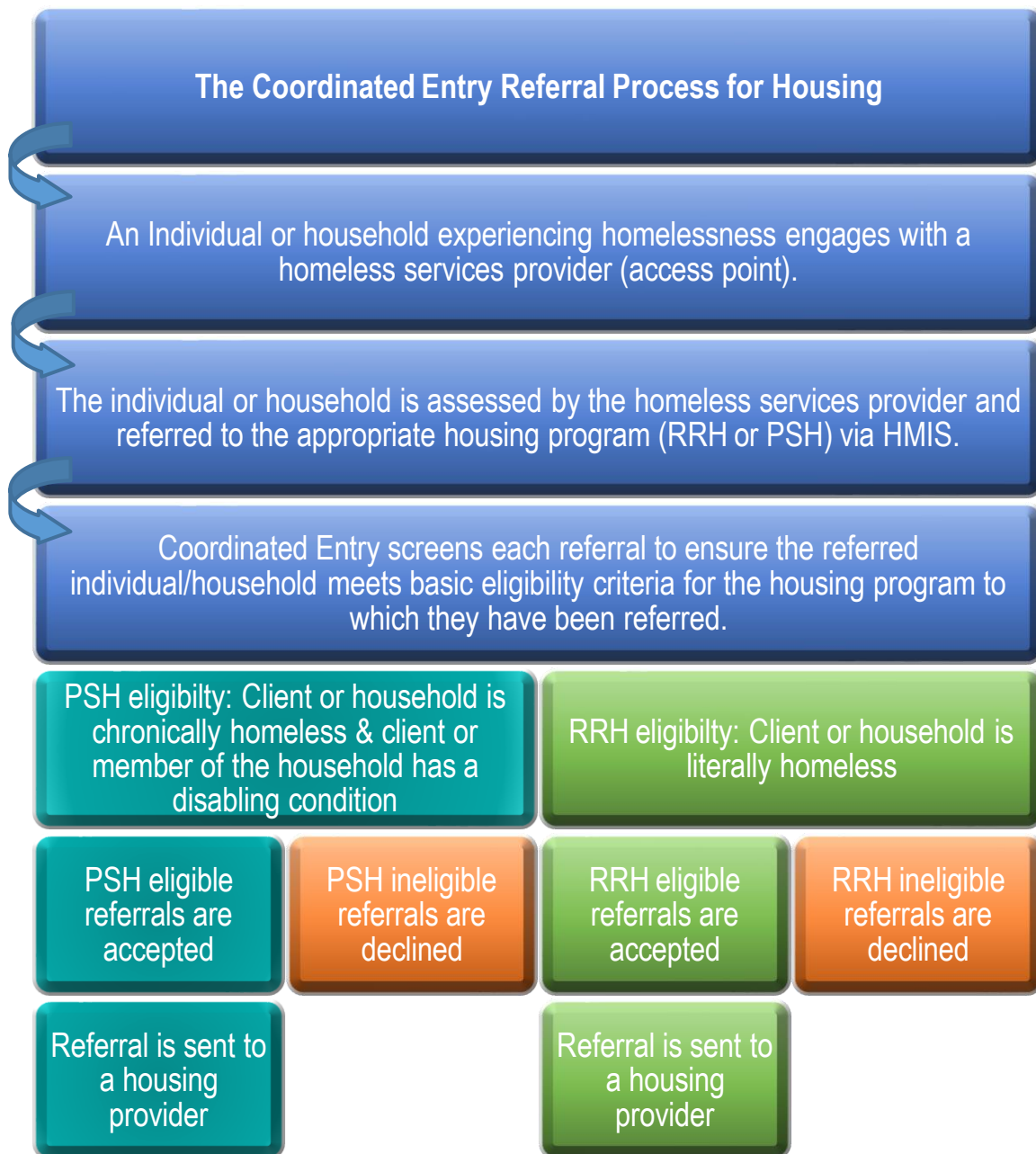
HOMELESS SERVICES PROVIDERS	
	Broward Behavioral Health Coalition
	Broward County School Board
	Broward House
	Broward Partnership (CHAC and NHAC)
	Care Resource Community Health Center
	CareerSource Broward
	ChildNet
	Covenant House
	FLITE Center
	Fort Lauderdale Community Court
	Henderson Safe Haven
	Homeless Helpline
	Hope South Florida
	Miami Rescue Mission/ South Homeless Assistance Center (SHAC)
	North Hospital District
	South Hospital District
	Taskforce Fore Ending Homelessness
	The Salvation Army
	Volunteers of America

### Assessments

Prior to making a housing referral CEA, the homeless services provider make conduct several assessments with the participant. Assessments are based on a participant’s strengths, goals, risks, and other need factors. The assessments used are easily understood and sensitive to the participant’s lived experiences. Broward County’s HCoC uses a phased assessment process to determine the appropriate housing intervention needed that includes: Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT/ VI-FSPDAT) that helps determine individual(s) acuity level, Taskforce Assessment and Rapid Re-housing Barrier Assessment and Verification, individual history of housing, and behavioral assessments. Tools utilized are tested, valid, and appropriate, as well as reliable, comprehensive and culturally and linguistically competent.






### Coordinated Entry

Once the appropriate assessments have been completed by the homeless services provider and uploaded into the Homeless Management Information System (“HMIS”), the homeless services provider submits a housing referral for the appropriate housing program (PSH or RRH) to the CEA team through the virtual referral portal in HMIS. The CEA team then screens each referral to determine if the individual or household meets basic eligibility requirements for the housing program to which they have been referred. The CEA team updates the status of each incoming referral to indicate whether the referral has been accepted or declined. The diagram below indicates the various steps of the Coordinated Entry and Assessment process for housing in simplified form.



### Referral to a Housing Provider

Accepted referrals are prioritized based on several factors, including the VI-SPDAT scores, then sent to one of the following housing providers based on availability of the providers and their area of specialization:

<b>HOUSING PROVIDERS</b>
 Broward County Housing Authority
 Broward Housing Solutions, Inc.
 Broward House
 Broward Partnership for the Homeless, Inc.
 Covenant House
 Family Success Administration Division
 Hope South Florida
 The Salvation Army
 Volunteers of America

The receiving housing provider will then commence its internal assessment process. Though certain elements of the internal assessment process may vary from one housing provider to the next, the housing providers typically operate a similar internal assessment process. Housing providers will review the incoming referral to assure that the referred individual or household meet the housing provider's eligibility requirements. If so, a housing provider staff member (Intake) will contact the participant and schedule an orientation. At orientation, the participant will be made aware of the program policies and procedures, assigned to a case manager, and provided with detailed instructions about any additional actions the participant must take to proceed to placement.

### Declined Referrals

Throughout the Coordinated Entry process, there are points at which a housing referral may be declined. There may be rare instances where program staff do not accept a referral from the Coordinated Entry and Assessment process. Rapid Re-housing, Transitional Housing, and Permanent Supportive Housing providers may only decline households under limited circumstances.

Refusals are acceptable only in certain situations, including:

1. There is no actual vacancy available
2. The household does not meet the program eligibility
3. The household presents with more people than referred by the Coordinated Entry and Assessment system
4. The provider has determined, based on their individual program policies and procedures, that the household cannot be safely accommodated or cannot meet tenancy obligations with the supports provided by the program.
5. The person would be a danger to others or themselves if allowed to stay at this particular program

A housing referral submitted to Coordinated Entry and Assessment is not a guarantee for housing placement, as placement is dependent upon funding and vacancy availability. Further, housing providers may use discretion in determining whether a referred client or household is appropriate for their program. Therefore, a housing referral may be accepted by the CEA team and subsequently declined by a housing provider. Depending on the reason a referral is declined, the CEA may re-refer participants to an alternative housing provider as appropriate.

## WORKING WITH THE HOUSING PROVIDER

### Required Documents

Prior to the start of the housing search, the participant will be responsible for obtaining documents to ensure the housing intake process goes smoothly. These documents include an identification card, social security card for each household member, and proof of income and assets. Providers might have their systems to verify items such as the Social Security Number. Additionally, participants may be asked to complete a housing preference survey. This gives the provider and/or Housing Navigator/Supportive Services Provider an idea of the participants housing wants and needs. This survey and the collection of the required documents typically takes place at orientation. However, if a participant needs additional time to gather required documents after completing orientation, the assigned Case Manager (sometimes called an Intake worker or Occupancy Specialist) will indicate a deadline for submission of required documents to the participant.

### Housing Search & Inspection

Once a participant has successfully completed orientation/intake, the case manager will notify the participant of acceptance into the program and discuss the housing search process. Housing providers may employ different housing search techniques, but the participant is always expected to be very much involved in the housing search. Some providers have dedicated Housing Navigators that can assist the participant with identifying suitable rental units. The following information may be useful for providers and/or participants engaged in housing search:

#### *m* **Online search aids**

- [www.gosection8.com](http://www.gosection8.com) offers a searchable database primarily, but not exclusively, directed at households with housing choice vouchers.
- [www.zillow.com](http://www.zillow.com) includes rental search options with the ability to search by rent range in a particular geography.
- Craig's list and similar local options are worth checking and using with caution.

*m* **Property management companies** manage investment/rental properties for owners and they frequently have advance knowledge of when units will be coming available. They are also knowledgeable about neighborhoods and owner flexibility around leasing criteria. Some owners delegate extensive decision-making authority to property management companies. Local property management companies can be found with an internet search.

*m* **Word of mouth** is a dependable source of rental information. By asking current or former program participants, and their family and friends, the Housing Locator can find rental options that may not be listed online or otherwise advertised. A great source of referrals

are satisfied landlords that currently participate in the program. Further, every staff person, Board member, and volunteer in your organization has networks that can be tapped to find landlords that may own smaller apartment complexes, duplexes, and so on. Landlords may be found by advertising in newsletters of faith communities, civic organizations, or workplaces.

*m* Similarly, simply **driving** through neighborhoods and watching for “For Rent” signs may yield unadvertised options.

Prior to moving in, a Case Manager will ensure that the desired rental unit falls within the guidelines below:

*m* **Rent Reasonableness & Fair Market Rent (“FMR”)** - HUD’s rent reasonableness standard is designed to ensure that rents being paid are reasonable in relation to rents being charged for comparable unassisted units in the same market. FMRs regularly published by HUD, represent the cost to rent a moderately-priced dwelling unit in the local housing market. Refer to the Rent Reasonableness Checklist (Exhibit 2) for a sample. Visit: <https://www.huduser.gov/portal/datasets/fmr.html> for information regarding Fair Market Rents (FMRs). NOTE: If both the HEARTH Act and HUD NOFA provide different standards for Rent Reasonableness, HUD NOFA standards/requirements prevails.

*m* **Housing Quality Standards (“HQS”)** - Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. The housing provider will require an inspection of the unit to ensure that is safe, decent and sanitary. Units must also meet HQS for as long as the participant or household resides in the dwelling.

### Signing the Lease

A lease is a legal document that provides protections for both the tenant and the landlord. Participants should read the lease **carefully** and ask questions prior to signing. Housing provider should advise participants to consider the following prior to signing a lease:

*m* A tenant is an equal party with the landlord.

*m* Before you sign, make sure you thoroughly understand the terms of the agreement.

*m* If you DON'T understand, DON'T sign the agreement.

*m* Once you sign a rental agreement, you are bound to its terms. There is no grace period.

*m* A landlord has the discretion to collect various deposits and/or some rent in advance.

*m* A security deposit of first and last month’s rent is typically required prior to move-in.

For more important considerations prior to signing a lease, providers, participants and landlords can refer to the Florida Landlord/Tenant Law. A brochure summarizing this law can be found on the FL Dept. of Agriculture and Consumer Law [website](#).

## MAINTAINING HOUSING

Maintaining housing is a critical component to ending homelessness. A tenant has responsibilities they must adhere to in order to ensure housing is sustained and that there is a positive relationship between the tenant and the landlord.

### Tenant Responsibilities:

- M* Pay rent on time.
- M* Pay all utilities and maintain any appliances in accordance with the lease.
- M* Follow program rules as outlined by the agency providing assistance.
- M* Allow inspections at reasonable times after reasonable notice.
- M* Notify the landlord in writing before moving out of the unit, in accordance with the lease.
- M* Keep your unit, room, and property clean (Following guidelines of lease agreement).
- M* Put deficiencies of the unit in writing to the owner and the Occupancy Specialist if applicable.
- M* Abide by all local, state, and federal laws.
- M* Make sure your house or apartment is not damaged.
- M* Follow Homeowner's Association (HOA) rules if applicable.
- M* Be a good neighbor.

The landlord or property manager is the person who ensures the unit is in good repair and collects the rent each month.

### Landlord Responsibilities:

- M* Keep the property safe (working locks, no dangerous conditions).
- M* Maintain the Housing Quality Standard for the unit.
- M* Collect the rent.
- M* Enforce the terms and all elements of the lease.
- M* Screen residents prior to accepting deposits.
- M* Pay utilities and maintain appliances in accordance with the lease.
- M* Follow Florida law regarding security deposits at move out.
- M* Make sure heat, electrical, and plumbing work.
- M* Enter the property only for specific reasons (like repairs) after providing proper notice to the tenant(s).

### Case Management/Supportive Services

Although case management/supportive services are voluntary, participants are strongly encouraged to take advantage of these resources. Supportive Services are valuable in that they provide support, referrals, bus passes, guidance, and can help with any issues that may need resolution. Additionally, Supportive Services can assist program participants with the application and/or referral process for public benefit programs, healthcare services, and employment/vocational training. Staff will help the program participants with specialized supports, such as life skills training, budgeting, medication management, and linkage to behavioral treatment. PSH staff will help the program participants connect with informal supports including faith-based communities, cultural activities, family, peers, and other community supports as identified by the participant. Services are flexible and based upon the support needed at any given time in a participant's life. In addition to the aforementioned benefits, participants who engage in Supportive Services and have a dispute with the landlord

or a neighbor are more likely to be rehoused and to have support to resolve any issues.

### **Home Visits**

Most case management/supportive service contacts can be provided in the home. Home visits can be performed as often as needed by the participant or as deemed necessary by the case manager/supportive services worker. Generally, home visits are more frequent when someone is new to the program. Once the participant and the case manager/supportive services worker believes things are progressing well and need less support the contact can decrease, but there must be a minimum of one home visit per month. During the home visit the staff will want to confirm that rent and utilities have been paid, that the home is reasonably clean, and that there is enough food. If needed, case managers can help with monitoring of medications to ensure they are being taken as prescribed. Staff may request that visitors are not in the apartment during home visits to maintain confidentiality and safety practices.

### **Accessing Care & Support After Normal Business Hours**

Some agencies provide case management services for emergencies after normal business hours. However, if at any time a participant experiences a medical emergency, 911 should be contacted immediately. If at any time a participant experiences a psychiatric crisis, Henderson's Mobile Crisis Services may be contacted at 954-463-0911. At the end of this document is a list of Community Resources that may be helpful. Natural supports such as friends and family may also be considered in this instance.

### **Landlord Supports**

Housing providers play a critical role in establishing and sustaining landlord collaboration with CoC housing programs. Housing providers are expected to be responsive to landlord concerns and check in with the landlord as needed. The landlord-organization relationship is built on trust, which in turn depends on integrity. If a housing provider operates a stellar program, landlords will continue to want to work with the provider and its participants. Each housing provider will:

- M* Craft and implement a Rescission Protocol to address possible evictions.
- M* Have access to a damage mitigation fund beyond the security deposit.
- M* Provide a list of homeless prevention providers to tenants to help divert eviction.

The supportive services/case management provider can also provide guidance to and answer questions for landlords. However, items specific to housing assistance should be directed to the housing provider, and legal questions should go to an attorney or legal aid (Neither supportive services/case management provider nor housing providers can provide legal advice).

### **Landlord/Tenant Education Programs**

Some housing providers offer educational programs for landlord and tenants. Landlords and tenants are encouraged to participate in these programs; however, they are not mandatory for either party. These events bring together community leaders, elected officials, tenants and landlords. They are most effective when landlords can hear from other landlords about their successes in partnering to end homelessness. Landlord/tenant education programs often include guest speakers with expertise on a variety of topics, such the Fair Housing Rule outlined on the Broward County website.

### **Emergency Preparation**

Annually, the housing providers will distribute materials regarding hurricane season and



conduct a questionnaire identifying where the tenant intends to stay in the event of a hurricane or other emergency requiring evacuation. The Broward County Shelter List will be distributed as a resource to the tenant.

### **Eviction Prevention**

In the event a conflict arises between the landlord and the tenant, it is the goal of the housing and supportive services providers to work to resolve the situation to the benefit of both parties. It is the tenant's responsibility to communicate issues/concerns with the supportive service and housing assistance provider. The tenant may need to seek legal assistance from their own attorney or Legal Aid Services for support with addressing legal matters. Tenants are urged to pay rent on time, and to not withhold rent for repairs without seeking legal counsel, to remain in compliance with the law. Each housing provider has a Rescission Protocol that has been reviewed by the CoC. *Rescission* is an equitable remedy which allows a contractual party to cancel the contract (in this case the lease). There are many viable ways to work with landlords and tenants to help resolve issues and leave both parties intact as they were prior to entering the lease.

On rare occasions housing providers may determine that the best approach to dealing with an intractable problem is to facilitate a move-out of a tenant, to avoid an eviction. Evictions should be avoided if at all possible – an eviction is costly to the landlord, damages the tenant's ability to rent again, and lowers program outcomes for the housing provider. For these reasons it is important that housing providers implement a process by which a tenant can be moved out of one apartment and re-housed in an apartment with a different landlord. The housing provider should also locate another tenant for the landlord that had the problem when possible, although not every housing provider engages in this practice, nor are housing providers mandated to do so.

Another difficult situation is when a tenant moves out without advising the landlord or the program. The situation is made worse if the tenant leaves behind extensive damage to the unit. These situations are rare but must be addressed as proactively and positively as possible. Some housing providers may employ the use of a risk mitigation fund (or other flexible funding) to minimize the landlord's losses due to damages, if allowable. Further, the housing provider should find a way to pay any rent that is past due and, if possible, one additional month's rent to pay for the unit while repairs are being made. Finally, the housing provider should attempt to place another household in that unit if possible.

### **Violence Against Women Act (VAWA)**

The Violence Against Women Reauthorization Act of 2013 ("VAWA" 2013) expands housing protections for victims of domestic violence, dating violence, sexual assault or stalking. Changes under VAWA 2013 include extending protections to survivors of sexual assault; allowing survivors who remain in the unit to establish eligibility or find new housing when a lease is bifurcated; providing survivors with emergency transfers; and additional notification to applicants and tenants of housing rights under VAWA. While these changes substantially extend VAWA's coverage to include most affordable housing programs, they provide no protection to tenants in private market-rate housing but do apply to tenants with vouchers in private market-housing.

An applicant or tenant shall not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis that the applicant or tenant is or has been a

victim of domestic violence, dating violence, sexual assault, or stalking. An incident of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim and will not be good cause for terminating the assistance or tenancy of the victim.

### **Termination Policy**

Providers must maintain termination policies consistent [24 CFR 578.91](#) and minimally with the below guidelines for individuals and families. Providers must give a written copy of the termination policy, program requirements and conditions at the time the individual or family enters the program.

- Participant termination from a program may occur when a requirement or condition of occupancy is violated.
  - Policies must allow for flexibility and consideration of mitigating circumstances.
  - The termination process must recognize the rights of the individuals receiving assistance and include an appeal process.
  - Providers must notify the Contract Grant Administrator in writing of intent to terminate program participant(s).
- When initiating Participant termination proceedings, the Provider must:
  - Issue a written notice to the Participant (including the reason(s) for the termination);
  - Provide for a review of the termination decision, which includes allowing the program participant to provide oral or written objections; and (*Note: The review cannot be conducted by the person who made the original termination decision or a subordinate of that person.*)
  - Issue a prompt written notice to the Client after the final determination has been made.

**Termination vs. Eviction:** Eviction is a legal action taken by a landlord for the removal of a tenant from housing due to a lease violation or nonpayment of rent. The Provider may still serve the Client by moving them to another unit. *NOTE: Participant termination does not prohibit the Provider from serving the same individual or family at a later date.*

### **Grievance Process:**

Each housing provider has an internal grievance process that has been reviewed by the County. The grievance process includes a detailed description of the grievance procedure including a participant's right to file a grievance regarding the quality and manner which services were provided, a complete description of the timeline of the grievance process, a description of actions to be taken to render a decision regarding the complaint, and the process for the Client to file an appeal and specific grievance forms. Grievance procedures as well as a Statement of Clients Rights and Responsibilities will be made available to participants in English, Spanish, and Creole languages. Providers must post a notice of the organization's Internal Grievance Policy. The posting of the procedure must include treatment and other general service areas, waiting rooms, patient information Boards, near elevators, or exits.

If either the tenant or the landlord believe there are issues that may be resolved, or if the tenant believes they have been treated unfairly by a landlord or housing provider that has taken action or failure to act in accordance with the lease or any policy or regulation that affects the resident's status, rights, duties or welfare, he or she may be entitled to a grievance review before the housing

provider. A grievance form (see Exhibit 5) can be completed by either the tenant or landlord and submit it to the housing provider to initiate the grievance process. All parties can submit evidence to support their claim. This may include pictures, receipts, police reports, case notes, incident reports, witnesses, etc. After review, the housing provider will prepare a written summary of their collective decision and provide it to all parties.

## Exhibits

### Exhibit 1: SAMPLE LEASE STANDARD RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT made this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, herein called "Landlord," and \_\_\_\_\_ and \_\_\_\_\_, herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at \_\_\_\_\_ under the following terms and conditions.

**1. FIXED-TERM AGREEMENT (LEASE):**

Tenants agree to lease this dwelling for a fixed term of \_\_\_\_\_, beginning \_\_\_\_\_ and ending \_\_\_\_\_. Upon expiration, this Agreement shall become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenants or Owners notify the other party in writing at least 30 days prior to expiration that they do not wish this Agreement to continue on any basis.

**2. RENT:**

Tenant agrees to pay Landlord as base rent the sum of \$\_\_\_\_\_ per month, due and payable monthly in advance on the 1<sup>st</sup> day of each month during the term of this agreement. The first month's rent is required to be submitted on or before move-in.

**3. FORM OF PAYMENT:**

Tenants agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord.

**4. RENT PAYMENT PROCEDURE:**

Tenants agree to pay their rent by mail addressed to the Landlord (replace this with landlord's mailing address) \_\_\_\_\_, or in person at the same address, or in such other way as the Landlord will advise the Tenant in writing.

**5. RENT DUE DATE:**

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement. We allow for a 3 day grace period. In the event rent is not received prior to the 4<sup>th</sup> of the month, Tenant agrees to pay a \$25 late fee, plus an additional \$5 per day for every day thereafter until the rent is paid. Neither ill health, loss of job, financial emergency, or other excuses will be accepted for late payment.

**6. BAD-CHECK SERVICING CHARGE:**

In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a returned check charge of \$25 AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

**7. SECURITY DEPOSIT:**

Tenants hereby agree to pay a security deposit of \$\_\_\_\_\_ to be refunded upon vacating, returning the keys to the Landlord and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by Landlord until at least thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for missing/dead light bulbs, repairs, cleaning, etc., will then be returned to Tenant with a written explanation of deductions, within 60 days after they have vacated the property.

**8. CLEANING FEE**

Tenant hereby agrees to accept property in its present state of cleanliness. They agree to return the property in the same condition or pay a \$200.00 minimum cleaning fee if the Landlord has to have the property professionally cleaned.

**9. REMOVAL OF LANDLORD’S PROPERTY:**

If anyone removes any property belonging to Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

**10. CHANGES IN TERMS OF TENANCY:**

*(This paragraph applies only when this Agreement is or has become a month-to-month agreement).* Owners shall advise Tenants of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

**11. TENANT COOPERATION:**

Tenant agrees to cooperate with the Landlord is showing property to prospective tenants, prior to termination of occupancy.

**12. TENANT INSURANCE:**

Landlord will not be liable for any loss of Tenant’s property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenants agree to purchase insurance – at their own expense – sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

**13. ABANDONMENT:**

If Tenants leave the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at the Tenant’s expense.

**14. OCCUPANTS:**

The number of occupants is limited to \_\_\_\_\_ primary tenants & \_\_\_\_\_ children. Only the Tenants may live in this building. Any additional residents residing in said dwelling for more than 2 weeks continuously must be added to this lease or receive written permission from the Landlord, subject to the same restrictions as the tenants, i.e. they must fill out an application. Nurses or maids required to care for the Tenants during an illness are an exception from this provision.

**15. LOCK POLICY:**

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at tenants’ expense, before they are installed.

**16. LOCKOUTS:**

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of \$\_\_\_\_\_ for providing this service between the hours of 8 a.m. and 6 p.m., Monday through Friday, excepting holidays, and a fee of \$\_\_\_\_\_ for all other times. This fee is due and payable when the service is provided.

**17. CONDITION OF PREMISES:**

The Tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

**18. INVENTORY AND INSPECTION RECORD:**

An inventory and inspection Record has been provided for the Tenants’ use. Only after this has been filled out (within the 3-day time limit) will the Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired once the Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to

report any necessary repairs, no matter how slight, in writing, but they are advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

**19. BALCONIES AND PORCHES:**

If your unit has a balcony, deck, or porch do not allow more than two people on the structure at one time.

**20. TENANT RESPONSIBILITY:**

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property.

**21. ALTERATIONS:**

Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or other approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

They acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

**22. VEHICLES & GARAGE USE:**

Tenants agree to keep a maximum of 1 vehicle on premises or in the garage. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Landlords' written permission.

**23. UTILITIES:**

Resident will be responsible for payment of all utilities, telephone, gas, or other bills incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. The Landlord/Owner agrees to only pay water, garbage, and sewer bills.

**SERVICES.** Landlord shall be responsible for the following utilities and services in connection with the premises:

- Water and sewer
- Garbage and trash disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Gas
- Heating
- Telephone
- All other utilities and services not listed under the Landlords responsibility

Tenant acknowledges that Landlord has fully explained to the Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

**24. NOTIFICATION OF SERIOUS BUILDING PROBLEMS:**

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify landlord in a prompt matter the tenant may be held financially responsible.

**25. REASONABLE TIME FOR REPAIRS:**

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

**26. DRAIN STOPPAGES:**

As of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.

**27. BACKYARD & GARDENS:**

The Tenants agree to never use any form of pesticides (including rat poison, roach sprays, etc), or fertilizers unless written permission is granted from the Landlord.

**28. NON-LIABILITY:**

The Tenants hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

**29. DISCLOSURE OF LANDLORD/AGENT**

The management company is \_\_\_\_\_. This company may be represented at various times by its employees or agents, who will carry identification. Management Co. \_\_\_\_\_ is authorized to act for and on behalf of the Owner for the purpose of receiving and receipting notices and demands and for the service of process and all other acts which Landlord could or would do if personally present. The address for Management Co. is \_\_\_\_\_

**30. ACCESS TO PREMISES:**

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a two-day notice of the Owner's intent to enter shall be given to the Resident.

**31. SUBLETTING & ASSIGNMENT:**

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Landlords' written permission. Prospective sublessees or assignees must submit an application to the Landlord and must agree to credit, background, reference, and employment verification as well as the obligation to pay a non-refundable \$25 application fee. Permission to sublease will be determined by the sole discretion of the Landlord.

**32. PETS:**

Pets are allowed on the premises only by obtaining the Landlords' written permission first. When possession of the property is given to the Tenant, only those pets listed on the Rental Application will be allowed unless subsequent written permission has been granted. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Landlord is notified in advance in writing of the circumstances. In any case, when permission is granted, owners are required to pay an additional \$25 per month pet-rent charge for one or more. Additionally, a pet-application sheet must be submitted before move-in.





**Exhibit 2:  
RENT REASONABLENESS CHECKLIST AND CERTIFICATION**

	Proposed Unit	Unit #1	Unit #2	Unit #3	
Address					
Number of Bedrooms					
Square Feet					
Type of Unit/Construction					
Housing Condition					
Location/Accessibility					
Amenities Unit: Site: Neighborhood:					
Age in Years					
Utilities (type)					
Unit Rent Utility Allowance Gross Rent					
Handicap Accessible?					

**CERTIFICATION:**

**A. Compliance with Payment Standard**

\_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$\_\_\_\_\_.

**B. Rent Reasonableness**

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

Name:	Signature:	Date:
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**Exhibit 3:  
INDIVIDUAL HOUSING PREFERENCE SURVEY SAMPLE**

**About this tool:** Before your individuals begin their housing search, they should carefully think through the features of an apartment, building, and neighborhood that are most important to them. Have your individuals use this worksheet to help them determine the features they must have, those they would prefer, and those they can live without. Once they have made these decisions, they will be able to conduct a more targeted housing search.

<b>Apartment</b>	<b>I Must Have</b>	<b>I Would Prefer</b>	<b>I Could Do Without</b>
One bedroom (as opposed to an efficiency)			
More than one bedroom			
Furnished unit			
Washer and dryer in unit			
Dishwasher			
Air conditioning			
Utilities included			
Closets and storage			
One level (no stairs)			
Private apartment (versus renting room in shared house)			
Private bathroom			
Other:			
Other:			

<b>Building</b>	<b>I Must Have</b>	<b>I Would Prefer</b>	<b>I Could Do Without</b>
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Specific type of building (single family, duplex, multifamily)			
Secured entrance			
On-site laundry facilities			
Yard/playground			
Off-street parking			
Handicap accessibility			
Elevator			
Pets allowed			
Storage space			
On quiet street			
Other:			
Other:			
<b>Neighborhood</b>	<b>I Must Have</b>	<b>I Would Prefer</b>	<b>I Could Do Without</b>
Near public transportation			
Near major roads/highways			
Near schools/daycare			
Near work			
Near healthcare and supportive services			
Near parks/play areas/public library			
Near family/friends			
Near grocery store & shopping			

## **Exhibit 4: TENANT EDUCATION**

### **Why develop a Tenant Education Program?**

Tip!

Be sure to provide individuals that complete a tenant education program with a letter or certificate of completion. Having such a credential to present to landlords during the housing search process may be particularly helpful to individuals that have a poor rental history.

Who should be involved in the development process?

Consider partnering with other low-income housing programs in your community to develop a community-wide tenant education program. Developing an effective tenant education program will require an investment of staff time and resources, but by involving other organizations, you can reduce the burden placed on your staff. The local public housing agency, the local fair housing center, tenant advocacy groups, housing counseling agencies, and community education organizations may all be interested in collaborating in such an effort. Also, involving property managers and landlords from your community in the development or review of the curriculum will help ensure that the program addresses their concerns. One approach may be to form an advisory council with representatives from landlord associations, homeless and social service agencies, and the legal community.

For agencies interested in purchasing an "off-the-shelf" tenant education curriculum, the University of Wisconsin Extension Services developed a curriculum in consultation with the Wisconsin Apartment Association, the Wisconsin Trade and Consumer Protection Division, the Tenant Resource Center, and other housing and tenant support groups. For more information, review the Rent Smart curriculum.

*What are suggested topics and resources to develop a Tenant Education Program?*

Provided below are some ideas for topics to cover and resources to use in developing your training curriculum. However, this is just a starting point. Remember to consult with landlords and other housing search organizations in your community.

Learning how to budget. Participants must learn how to track their monthly expenses and calculate their monthly income. They should develop a spending plan to help them see how much they can afford to spend on housing.

Resources: Budgeting and Money Management, Monthly Budget Worksheet

Reviewing your credit report. Since most landlords use the credit report as a screening device, it is important for participants to know what is in their credit report. Participants should learn how to read a credit report and how to address any problems in their credit history. Resources: Request Your Credit Report, Better Business Bureau Tips on Understanding Your Credit Report, Bankrate.com Tips for Repairing Your Credit History

Prioritizing housing needs. Participants can use the Housing Preferences Worksheet to prioritize housing needs and preferences. The worksheet lists various features of a neighborhood, building, and apartment

and asks participants to decide whether each feature is very important, fairly important, or not important. Based on the results of the worksheet, you may want to have participants develop a new worksheet to use when viewing apartments and meeting with landlords. Participants will then be prepared to ask landlords about the amenities that are most important to them. The worksheet could also serve as a tracking tool for gathering information and then comparing apartments to one another.

Resources: Housing Preferences Worksheet

Reviewing the rental application and lease. Participants should learn how landlords screen applicants. By anticipating problems a landlord might find on their application, a participant can develop ways to address these problems in advance. Participants should also learn to read rental agreements and identify important provisions. Many people simply do not understand the rules related to paying their rent, occupancy standards, guests, damages, etc. Ensuring that individuals understand the rules is critical to helping them maintain their housing. In addition, learning about the types of lease provisions that may be illegal, how to seek legal counsel should they have specific questions about a rental agreement, and the fair housing protections available to them will help participants protect their rights.

Resources: Sample Rental Application, Lease Basics, State Landlord-Tenant Law, Tenants' Rights Overview, What Does My Lease Say?

Maintaining your apartment. Participants should learn how to review their rental agreement and state regulations to determine responsibility for various types of maintenance and repairs. Participants should also learn how to review the condition of an apartment and complete the Move-In Inspection Form as a means for determining responsibility for repairs. Finally, participants should develop a set of questions to ask landlords at the time of move-in concerning responsibilities for repairs.

Resources: Repairs and Maintenance, Move-In Inspection Form

Preparing to move on. Participants should learn about procedures to follow when ending a rental agreement and how to avoid disputes and deductions in security deposits when moving out. Participants should also learn about the various notices, including evictions, a landlord can give.

Resources: Lease Termination and Eviction

**Exhibit 5:  
GRIEVANCE FORM**

Grievance Form

**Name of Complainant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Number(s):** \_\_\_\_\_ **Email:** \_\_\_\_\_

**COMPLAINT DETAILS**

**Date of Incident:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Location of Incident:** \_\_\_\_\_

**Who/What is the subject of your Complaint:** \_\_\_\_\_

**Summary of Complaint/Issue:** (Attached all supporting documentation)

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**COMPLAINT OUTCOME:**

**As a result of making this complaint, please provide your desired outcome.**

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**WITNESS DETAILS (Optional)**

**Name:** \_\_\_\_\_ **Contact Number:** \_\_\_\_\_

**OFFICE USE ONLY**

**Name of Assigned Officer:** \_\_\_\_\_

**Consumer Complaint Acknowledged Date:** \_\_\_\_\_ (within 5 days of receipt)

**Does this complaint require an immediate response?**  Yes  No

**Recommendations:**

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## RIGHTS AND DUTIES

### TENANTS AND LANDLORDS

<b>TENANTS RIGHTS</b>	<b>LANDLORDS RIGHTS</b>
Right of Peaceful Possession Have A Written Lease	Receive Rent Payments On Time
Safe and Clean Unit	Property Returned Undamaged
Have Repairs Made in A Timely Fashion After Giving Written Notification/Request	Right to Protect Your Property Through Inspection, But You Must Give Notice Of At Least 12 Hours
The Right to Move Out Right to Due Process In Case Of Eviction	Evict The Tenant Through Court System If They Fail To Maintain Their Duties
<b>TENANTS DUTIES</b>	<b>LANDLORD DUTIES</b>
Paying the Rent On Time	Respect the Tenants' Rights Provide A Written Lease And Rent Receipts
Keeping Your Space Clean And Without Damage, Other Than Ordinary Wear And Tear	To Treat the Tenant Fairly Regardless Of Their Race, Age, Gender, Sexual Orientation, Religion, Or Disability.
Making Sure Your Apartment Is Not Damaged	Keeping the Property Safe (Working Locks No Dangerous Conditions)
Being A Good Neighbor	Make Sure The Heat And Plumbing Works
Observe State And Local Laws	Observe State And Local Laws

FOR MORE INFORMATION PLEASE VISIT: <https://www.floridabar.org/public/consumer/tip014/>

## HELPFUL AGENCIES

**Homeless Helpline** ..... (954)563-4357  
24-hour crisis/suicide intervention, empathetic listening, and information and referral helpline service.

**Broward County Community Action Agency**..... (954)357-5025  
Housing, rent, mortgage foreclosure prevention services.  
900 NW 31<sup>st</sup> Avenue, Suite 3100 Mon – Fri 8:00AM – 5:00PM

**Volunteers of America** ..... (954)735-5068  
Subsidized housing and support services to adults, families and veterans with severe/persistent mental illness and substance abuse.  
2713 N Andrews Avenue, Wilton Manors

**Broward County Social Services – Family Success Centers**  
Administrative ..... (954)357-6367  
South Broward County ..... (954)357-5650  
Central Broward County ..... (954)357-5001  
North Broward County..... (954)357-5340  
Coral Springs North West ..... (954)357-5000  
Davie ..... (954)797-2054

**Broward County Elderly & Veterans’ Services**..... (954)-357-6622  
Offers community-based and in-home services to prevent premature or unnecessary institutionalization of elders and assists veterans of all ages and their dependents/spouses in obtaining needed benefits and services.  
2995 N. Dixie Hwy Oakland Park, FL 33304

**City of Fort Lauderdale Community Court**..... (954) 828-6139  
100 N. Andrews Fort Lauderdale, FL 33301

**Florida Department of Children and Families**..... 1(866)762-2237  
Provides food assistance, Medicaid and cash assistance.  
311 N State Road 7, Plantation ..... (954)327-5000  
7261 Sheridan Street, Hollywood ..... (954)967-1333  
1400 W Commercial Blvd, Fort Lauderdale ..... (954)867-2000

**Getaway Community Outreach** ..... (954)725-8434  
Assistance with rent, water and food pantries.



**Henderson - Crisis Stabilization Unit.....** (954)739-8066  
 The Crisis Stabilization Unit is a public receiving facility for adults that need short-term inpatient crisis stabilization or detoxification.  
 2677 NW 19t St, Fort Lauderdale, FL, 33311

**9MusesArtCenter .....** (954)746-2055  
 Provides a variety of support groups and individual assistance.  
 7145 W Oakland Park Blvd., Lauderhill  
 Mon – Fri 9:00AM – 6:00 PM Sat 10:00AM – 5:00 PM

**Legal Aid Services of Broward County .....** (954)736-2400  
 491 N State Road 7, Plantation

**Taskforce Fore Ending Homelessness**

THE TASKFORCE OUTREACH VANS CAN BE FOUND AT THESE LOCATIONS:

<b>Day</b>	<b>Arrival Time</b>	<b>Location</b>
M	11:00am – 11:15am	North Fork Park, 200 NW 18th Avenue, Ft. Lauderdale
Tu	11:15am – 11:30am	Jubilee Kitchen, 2020 Scott Street, Hollywood
	11:00am – 11:15am	LifeNet4Families, 1 NW 33 <sup>rd</sup> Terrace, Lauderhill
W	3:00pm – 3:15pm	Mt. Olivet Church, 649 NW 15th Way, Ft. Lauderdale
Th	11:00am – 11:15am	North Fork Park, 200 NW 18th Avenue, Ft. Lauderdale
F	11:15am - 11:30am	Jubilee Kitchen, 2020 Scott Street, Hollywood
	11:00am – 11:15am	LifeNet4Families, 1 NW 33 <sup>rd</sup> Terrace, Lauderhill
Sa	11:00am – 11:15am	North Fork Park, 200 NW 18th Avenue, Ft. Lauderdale
Su	1:30pm – 1:45 pm	5th Ave. Church of God, 211 NW 5th Ave., Ft. Lauderdale