



# Fair Housing

# Fair Housing Complaints

	Rental	Sales	Lending	Insurance	Harassment	Appraisal	Advertising	HOA/Condo	Other	Total
NFHA Members	22,925	292	182	14	1,502	24	191	129	371	25,630
HUD	1,105	83	47	0	0	31	0	0	523	1,742
FHAPs	4,289	391	60	1	0	32	0	0	1,865	6,577
DOJ	24	0	5	0	0	0	0	1	12	42
Total	28,343	766	294	15	1,502	87	191	130	2,771	33,991
Percent of Total	83.38%	2.25%	0.86%	0.04%	4.42%	0.26%	0.56%	0.38%	8.15%	



# Preview

1. Rental Housing Apartment Association of Utah (RHA) Overview
2. Fair Housing
3. Fair Housing & Advertising
4. Fair Housing & Tenant Screening
5. Fair Housing & Management





**Cody Reeder**

- **Investor**, 23 years investing in N. Utah
  - Current Board Chair, RHA
  - Own over 200 units from Preston Id, to Salt Lake City UT
  - Owner, Property Management Company
  - Trustee with the NAAPAC (National Apt. Assoc. Political Action Committee)
  - IRO Committee, NAA (Independent Rental Owners)
  - Education Advisory Board Member, NAA
  - NARPM Member (National Association of Residential Property Managers)
  - Certified Property Manager, IREM (Institute of Real Estate Management)



The Rental Housing Association of Utah(RHA) is a non-profit trade association designed to **advocate, educate, connect, and grow** the rental industry in the state of Utah.

We represent over 2,500 landlords and over 105,000 units. Our members range from basement apartment owners, to large international management companies.

If you are in any way involved with the rental housing industry we invite you to discover how membership with the RHA can help you and your business.



## Other States..... Including our neighbors

- 60-day rent increase notice
- 14 -day deadline for returning security deposits
- Landlords need to provide a 48-hour notice before entering the premises
- 14-day Pay or Quit notice
- 60 days required to hold abandoned property
- Rent Control [Max 5% rental increase annually] Not just cities anymore - statewide
- Halt rent payments if the landlord infringes on occupancy regulations or fails to provide essential services
- In the sale of any abandoned property Landlord must give the money to the state
- One Month security deposit limit – No additional deposit allowed
- 20-day comply or quit





## ► FAIR HOUSING

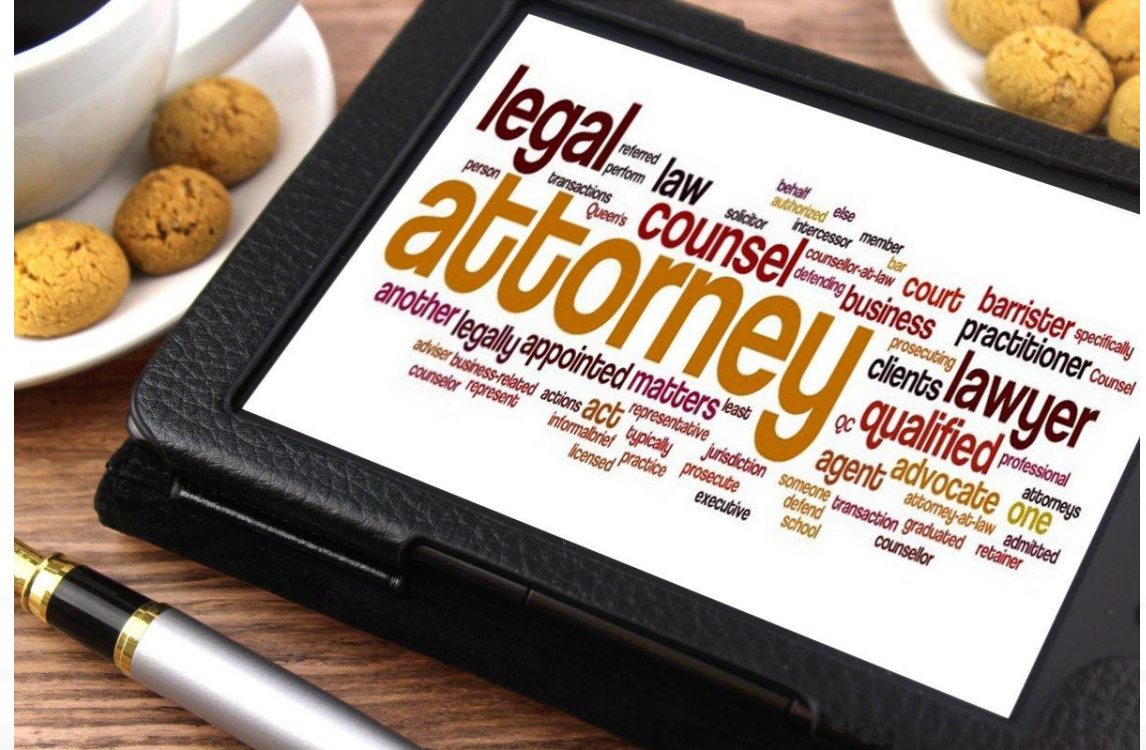




**The Cliff..... How close will you go?**







This material is intended for information purposes only and does not constitute legal advice. For legal advice, please consult an attorney.



# What is the Fair Housing Act

The Fair Housing Act is the federal law enacted in 1968 that prohibits discrimination in the purchase, sale, rental or financing of housing – private or public – based on race, skin color, sex, nationality, or religion. The statute was amended in 1988 to include disability and family status.



Disability



Race



Sex



Color



National Origin



Religion



Family Status



# Discrimination

## Defined

Treatment in favor of or against, a person or thing based on the group, class, or category to which that person or thing belongs rather than on individual merit.

- Not all discrimination is illegal
- You should ALWAYS discriminate in certain situations:
  - Recent **serious** criminal convictions,
  - No income or credit history,
  - Recent prior evictions, etc.
- And you should NEVER discriminate in other situations:
  - We'll talk about that today (protected classes, etc.).



# Protected Classes

## Federal:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status
- Disability



## State:

- Sexual Orientation
- Gender Identity
- Source of Income



# Protected Classes

A group of people with a common characteristic who are legally protected from discrimination  
On the basis of that characteristic.

## **When dealing with a “Protected Class” you CANNOT:**

- Refuse to rent,
- Make housing unavailable,
- Set different terms, conditions, or privileges,
- Provide different housing services or limit access to facilities,
- Falsely deny that housing is available for inspections or rental, or
- Deny anyone access/membership to facilities or services.

## **Exceptions to Fair Housing:**

- Landlord (1) owns less than four rental units, or (2) owns and occupies one unit in a four-plex, AND
- Landlord does not use a real estate broker or salesperson, AND
- Hasn't sold 2 or more rental units in the last 24 months.

## **Exemption to the Exemption – Advertising**

You can NEVER advertise a discriminatory statement – even if you are otherwise exempt.



# Discrimination

## Overt

## Disparate Treatment

## Disparate Impact

### Overt

Occurs when there is a blatant unfair treatment of someone because of their membership in a protected class.

### Disparate Treatment (aka Intentional Discrimination):

Occurs when policies, practices, rules or other systems treat someone in a protected class differently than somebody not in a protected class.

*Example: To maintain the peaceful atmosphere she has worked so hard to maintain, Mary Manager added this sentence to her rental application: "Families with small children should consider avoiding upper level units."*

### Disparate Impact (aka Unintentional Discrimination):

Occurs when policies, practices, rules or other systems that appear to be neutral result in a disproportionate impact on a protected group

*Example: Amazing Apartments, Inc. only allows people with full-time jobs. It's a neutral policy, but two problems: (1) likely have a disparate impact on a protected class (disabled people who can't work full time), and (2) could have an unintentional discriminating effect on housing tenants.*





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- ## **Penalties for violating the Fair Housing Act**
- \$10,000 administrative fine for first violation**
  - Compensatory civil penalties and punitive damages.**

### **Who's Liable in Fair Housing Claim? Nearly Everyone!**

**Onsite: Managers, Assistant Managers, Leasing Personnel, Maintenance**

**Offsite: Regional/District Managers, Management Company, Officers in Management Company, Owner**

- Landlords Settle Fair Housing Pet Discrimination Case for \$72,000
- HUD Investigation Confirmed Discriminatory Statements by Property Manager
- Landlord Settles Over Alleged Fair Housing Violation
- Landlord to pay \$95,000 To Settle Discrimination Complaint
- Landlords Appeal Ruling in Tenant Relocation Lawsuit
- Landlord To Pay \$20,000 To Settle Pet Discrimination Case
- Apartment Management Settles Discrimination complaint for \$70,000



# Testers



# A Closer Look



Religion



Familial Status



Disability



Sex



National Origin



Race



Color

## State:

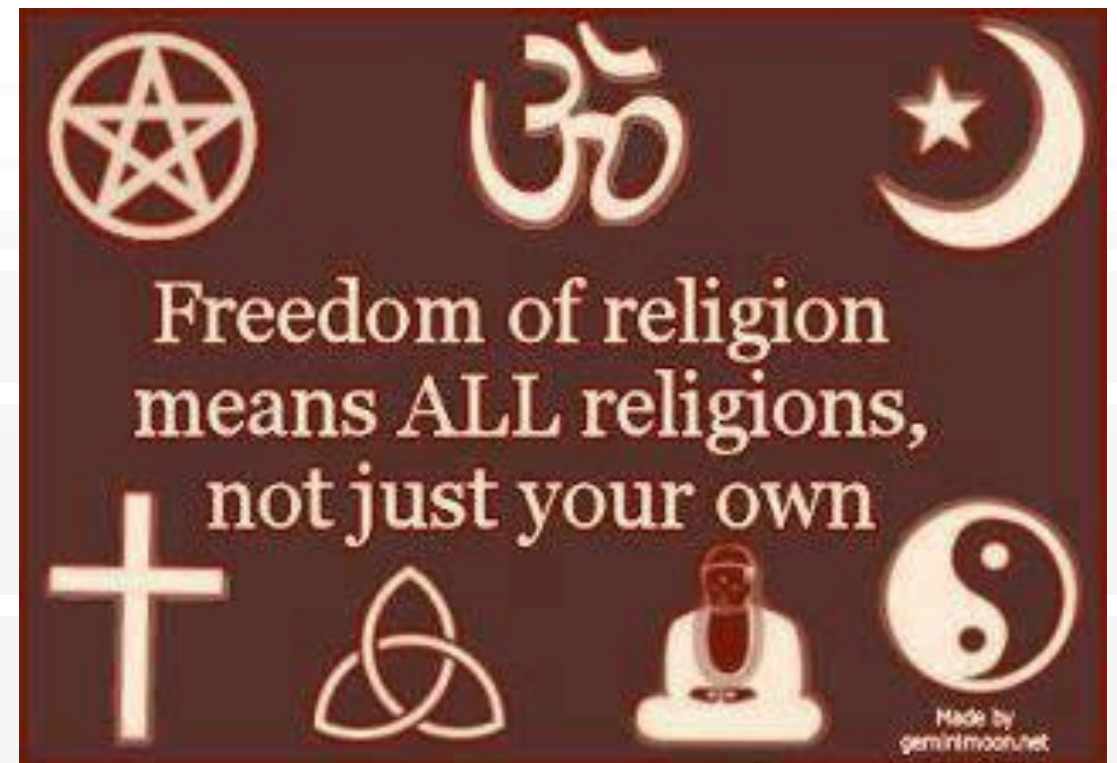
- Sexual Orientation
- Gender Identity
- Source of Income



## Fair Housing – Religion –

Examples of possible fair housing violations:

- Refusing to rent to women who wear hijabs (religious headscarves) or Sikhs who wear turbans.
- Harassing tenants because of their religious practices or dress.
- Calling Muslims “terrorists” and telling them they aren’t welcome as tenants or neighbors.
- Allowing some tenants to put up Christmas lights but telling others they cannot put up decorations for their non-Christian holidays.
- Telling tenant applicants that they won’t like a neighborhood because there isn’t a mosque, synagogue or church nearby.
- Prohibiting use of a community room for religious purposes, while allowing tenants to use them for secular gatherings, such as parties.



## Fair Housing – Sex –

- Your landlord subjects you to sexual harassment at your home.
- A landlord denies you housing or evicts you because of your sex.
- A landlord or public housing authority learns that you have experienced domestic violence in the past and rejects your application for tenancy as a result.
- You are abused by an intimate partner in your home, and your landlord or public housing authority seeks to evict you immediately afterwards.



## Race / Color / National Origin

### Race Discrimination

- Race discrimination is treating people differently based on their ancestral or cultural characteristics.

### Color Discrimination

- Color discrimination is treating people differently based on their skin color but can occur between persons of different and/or the same race.

### National Origin Discrimination

- National Origin discrimination is treating people differently because they are from a particular country or part of the world.





## Fair Housing – Familial Status –

### THE LAW PROTECTS:

- Established families with children
- Persons planning on having a family
- Pregnant women
- Traditional and non-traditional families
- Persons in the process of securing legal custody of children through foster care, adoption, or divorce
- Unique or unexpected circumstances which may change the composition of a family, such as the death of the parents, temporary or permanent court ordered custody, or written permission from a parent or legal guardian.



**NOTE:** Simply living with your children doesn't get you familial status protection. If the children living with you are 18 or over, they're adults and so your household doesn't qualify as a family with children. Other protections may apply.



# Fair Housing – Familial Status – No-No's

- Sure, we rent to families with kids, but we'll need an extra security deposit
- Yes, we allow children, but we'll need to charge more rent for each kid
- Only three people are allowed in a two-bedroom unit
- Children are only allowed in the basement and first floor units
- My insurance company won't let me rent second and third floor units to anyone with small children; your children are just too young
- Our family section is full
- This complex isn't suitable for children; there is no playground or open space for them to play
- There are no children here; your children won't have anyone to play with
- Sorry a parent and child cannot share a bedroom



## Standards for Occupancy Limits

Good – Capped at 2 individuals per bedroom.

Better – Limited to 2 per bedroom, plus one around the house.

Best – Be Reasonable! What if you have a 2-bedroom house with large bedrooms that could easily hold a family of 6?

**\*\*Only applies to “Familial Status” – Unrelated individuals must comply with local zoning ordinances.**



- Minors = Kids 0-17
- Steering
- Restrictive rules
  - Pools, Weight rooms, Common areas etc.



## **Fair Housing – State of Utah –**



- Sexual Orientation
- Gender Identity
- Source of Income



Landlords must accept lawful sources of income, **but especially government housing assistance\*\***.



## **Fair Housing – Source of Income –**

- Never say you don't accept Housing!
- Source of income is protected, but amount/stability of income is not.

\*\* The Source of Income issue only impacts their portion of the rent, but all other rental criteria still apply.

### Pros:

- Guaranteed Rent
- Housing Authority can help with eviction
- State will reimburse damages once the tenant leaves

### Cons:

- inspection process by housing authority
- Must sign 1 year lease with tenant
- Cannot evict without cause (on an end of term notice)



## Fair Housing – Disabilities –

**Disabilities Defined** : Any person who has:

- (A) “a physical or mental impairment that substantially limits one or more major life activities;”
  - (B) “has a record of such impairment;” or
  - (C) “is regarded as having such an impairment.”
- **Major Life Activity** **“includes, but not limited to”**:
    - “caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.”
    - Also includes “**Major bodily functions**”, which **“includes, but is not limited to**, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.”



# Fair Housing – Disability

## Modification Vs. Accommodation

### Reasonable Modification Request

Physical change made to a resident's living space or to the common areas of a community, which is necessary to enable a resident with a disability to have full enjoyment of the housing.

### Reasonable Accommodation Request

Change made to a policy, program or service that allows a person with a disability to use and enjoy a dwelling, including public and common use areas.



# Fair Housing – Disability

## Who Pays for the Modification/Accommodation

### Reasonable Modification Request

Change to the Physical Structure of the property

- Tenant pays to install
- Tenant pays to restore property condition

### Reasonable Accommodation Request

Change to the rules/condition of the property

- Tenant does not pay

# Fair Housing – Disability

## Examples: Modification/Accommodation

### Reasonable Modification Request

- adding bathroom grab bars
- lowering closet rods
- installation of a ramp
- widening doorways for persons in wheelchairs
- Installing 'blinking' doorbells or emergency alarms to provide alerts to someone who is deaf
- Brailed signage for someone who is blind

### Reasonable Accommodation Request

- providing rental forms in large print
- providing a reserved accessible parking space near a resident's rental
- allowing a resident to have an assistance animal in a "no pets" building
- permitting a resident who has developed mobility limitations to move to the ground floor.
- More time to meet deadlines/comply with notices.

**Anything else**, so long as the person requesting the accommodation can show that it is necessary because of the disability

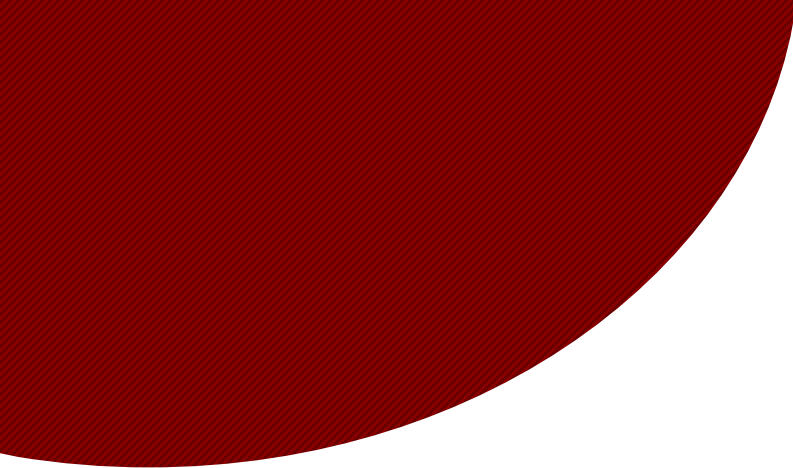




## **When Does A Housing Provider Know That An Accommodation Or Modification Is Needed?**

- Does NOT need to mention fair housing or use the words “reasonable accommodation” or “reasonable modification.”
- Does NOT need to be in writing. Although management may use a specific form, an accommodation or modification cannot be refused just because the person requesting it did not use the form. It is important for management to document these requests.
- CAN be requested whenever they are needed.
  - When applying, when entering into a rental agreement, during tenancy, and even during an eviction process.
- An individual MAY make multiple requests for accommodations, as the need arises.
- Housing providers should evaluate each request on a case-by-case basis, in a timely and professional manner, and document interactions with the resident.





## How Does A Housing Provider Know If An Accommodation Or Modification Request Is “Reasonable”? When Can A Housing Provider Refuse A Request?

### An accommodation or modification is reasonable if:

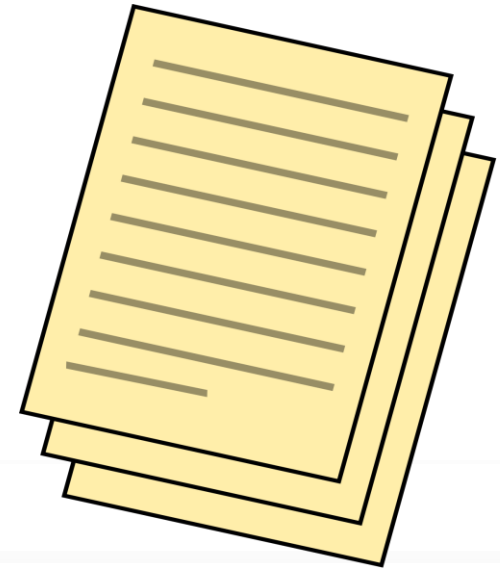
- It is related to the resident’s disability needs;
- Is not an undue administrative and financial burden for the housing provider;
  - *Example: An applicant who uses a walker prefers a third-story rental in an older walk-up building – the housing provider does not have to install an elevator if such a modification is cost-prohibitive.*
- Does not fundamentally alter the nature of the provider’s operations;
  - *Example: A resident with a disability cannot do his own housekeeping and the housing provider does not supply housekeeping for residents. A request for such services is not reasonable.*
- It is not a direct threat.



A reasonable  
accommodation is made  
**WHAT TO DO NEXT?**



as denial



NOT reasonable  
the request

th tenant to come up with  
dation  
ment





# ADA Service Animal Vs. Assistance Animals

## Accommodation Request & Assistance Animals

### ADA Service Animal

- Dogs are recognized as service animals under titles II and III of the ADA.
- A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability.
- Generally, title II and title III entities must permit service animals to accompany people with disabilities in all areas where members of the public are allowed to go.

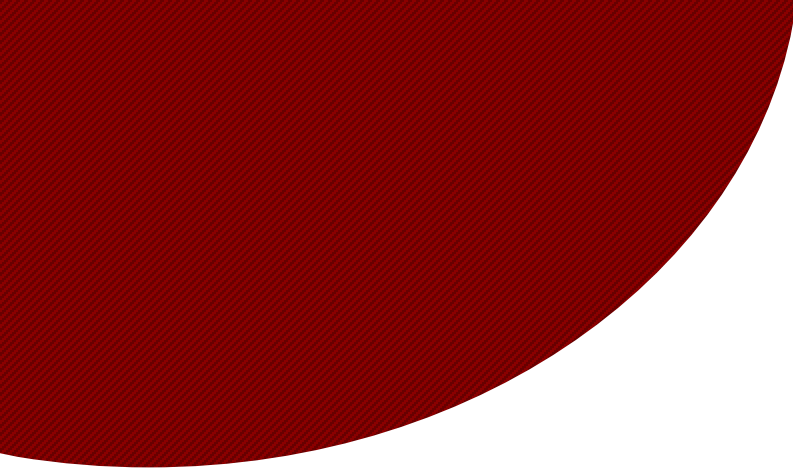
# Assistance Animals Vs. ADA Service Animal

## FHA Assistance Animals – ESA's

### Accommodation Request & Assistance Animals

- Assistance/Support Animals = any medically necessary animal | including: service, emotional support, comfort, and/or companion animals.



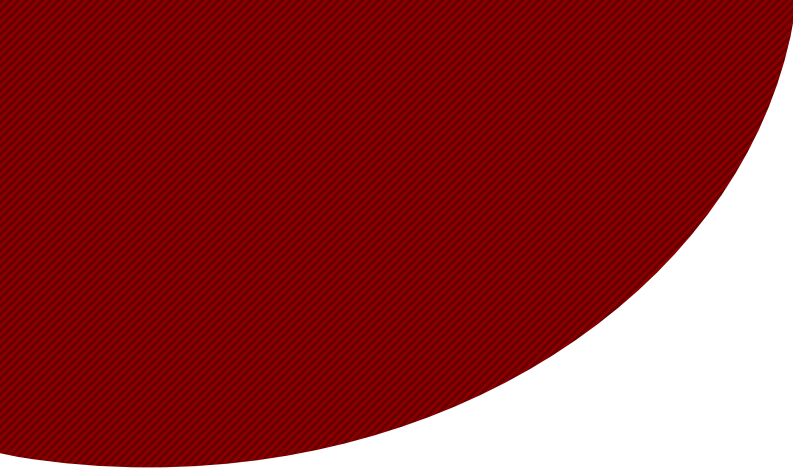


**Defined:** “An animal that works, provides assistance, or performs tasks for the benefit of a person with a ***disability***, or provides emotional support that alleviates one or more identified symptoms or effects of a person's ***disability***.”

**Fair Housing  
– Disabilities –  
Assistance Animals**

- **An Assistance Animal:**
  - It is **NOT** a pet.
  - Does **NOT** have to be trained or certified.
  - Breed, size, and weight limitations inapplicable.
- **CAUTION!** Treat someone with an assistance animal as any other tenant! They do NOT have a pet!





**Defined:** “An animal that works, provides assistance, or performs tasks for the benefit of a person with a ***disability***, or provides emotional support that alleviates one or more identified symptoms or effects of a person's ***disability***.”

**Fair Housing  
– Disabilities –  
Assistance Animals**

- Can NOT charge pet deposit
- Can NOT charge pet rent
- Can NOT charge fees beyond what you charge other tenants.



# Assistance Animals vs. Wheelchairs

**Accommodation  
Request  
& Assistance  
Animals**





## Fair Housing – Disabilities – Handling Assistance Animal Requests

- Have the tenant **fill out a written request** which explains:
  - Who is making the request.
  - What specific accommodation is requested (identify the animal).
  - How the accommodation is necessary for them to fully use or enjoy their unit and/or common areas.
  - *Who* is attesting that they have a disability and need the accommodation.
- **Send written request directly to a 3<sup>rd</sup> party with reasonable knowledge to verify the handicap and nexus** (ie. Doctor, Therapist, Psychiatrist, Social Worker, Nurse Practitioner, Peer Support Group etc).
  - The accommodation should be granted if the reliable 3<sup>rd</sup> Party attests that:
    - (1) The tenant is disabled, and
    - (2) The assistance animal is necessary to allow them to fully use or enjoy the unit and common areas.







## Fair Housing – Disabilities – Requesting Documentation

- You **CANNOT**:
  - Request **medical records** or **details/doc** related to the **disability**.
  - Request evidence if disability & need is **apparent or known**.
    - Example – A blind tenant using a service animal.
- If the disability or need is **NOT apparent or known**, you **CAN**
- request “reliable documentation” to verify :
  - (1) The person is disabled (not what the disability is), and
  - (2) The animal is necessary to assist or alleviate their disability.
- **If Tenant is Entitled to the Accommodation:**
  - You can still have **reasonable rules** for ALL animals (clean up, leash, etc.).
  - You can still **evict** for failing to control the animal (noise, nuisance, waste).
  - You can charge for actual damage the ESA causes \*proceed with caution
  - You **cannot charge** pet rent, pet fees or a pet deposit – It is NOT a pet.
  - You cannot retaliate against the tenant for making request



## Fair Housing – Disabilities – Denying Assistance Animals

- **Denying Reasonable Accommodation Request?**
- If they are **NOT “disabled”** under the statutory definition (i.e. their impairment is not substantially limiting one or more major life functions).
- If there is **NOT a disability-related need** for an assistance animal.
- If the **animal does not satisfy** the disability-related need.
- If the accommodation would either
  - “Impose an **undue financial and administrative burden**” or
  - “**Fundamentally alter** the nature of the housing provider’s services”.
- If *the specific assistance animal in question* poses a **direct threat to the health or safety** of others that cannot be reduced or eliminated by another reasonable accommodation, or
- If *the specific assistance animal in question* **would cause substantial physical damage** to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
  - These MUST be based on the **specific** animal’s conduct.
  - Cannot be speculative or general (i.e. just because it’s a pit bull)

## Protected Classes

### Federal:

- Race
- Color
- National Origin
- Religion
- Sex
- Marital Status
- Disability

### State:

- Sexual Orientation
- Gender Identity
- Source of Income

**RETRALIATION**





# ► Advertising & Fair Housing



# Advertising

*The Fair Housing Act prohibits the making, printing or publishing of any notice, advertisement or statement (verbal and otherwise), that indicates any preference, limitation, or discrimination based on a protected class.*





# Advertising

The Fair Housing Act covers statements, advertising and marketing used in the rental, sales and lending process, including:

Flyers

## Brochures

Ads on social media/internet, TV, magazines, radio, etc

# Vacancy signs in the window

## Little notes on campus, laundromat, grocery store

## Post-it notes

## Word of mouth



# Advertising

## The Key

DESCRIBE THE PROPERTY

NOT THE TENANTS YOUR SEEKING







# Advertising

## Examples of Permissible phrases

Master bedroom

Desirable Neighborhood

Mother-in-law suite

No smoking

Family room

No Pets\*





# Advertising

Phrases to avoid

White family home

Adult Community

Next to [specific denomination] Church

Walking Distance

Christian standards

Must be employed

Adults only



## UNACCEPTABLE

able-bodied	Chinese	Hindu	Mexican-American	Protestant
adult community*	Christian	Hispanic	migrant workers, no	Puerto Rican
adult living*	colored	HIV	Mosque	(religious references)
adults only*	crippled, no	Hungarian	Muslim	responsible
adult park*	Couples only	impaired, no	Must comply with	retarded, no
African	church	Indian	(nationality)	seasonal workers, no
agile	deaf, no	Irish	Negro	Section 8, no
AIDS	disabled, not suitable for	Italian	newlyweds	senior discount, no*
alcoholics, no	employed, must be	integrated	non-drinkers	smoker(s), no
American Indian	empty nesters*	Jewish	older person(s)*	Social Security Insurance
Appalachian Asian	English only	landlord, (description)	one child	(SSI), no
black(s)	(ethnic references)	Latino	Oriental	Spanish speaking
blind, no	exclusive	married	parish	stable
board approval required	executive	mature couple*	park rules,	Synagogue
Catholic	golden agers*	mature individual*	must comply with...	Temple
Caucasian	group homes	mature person(s)*	physically fit only	tenant(s), description of
Chicano	handicapped,	membership required	Polish	two people
children, no	not suitable for	mentally disabled, no	preferred community	unemployed, no
child(ren), (number of)	healthy only	mentally ill, no		white, white only





# ▶ Tenant Screening & Fair Housing



# Setting up Rental Criteria

- Have a written list of rental criteria
- Provide a version of it to all applicants
- Criteria may be property specific

## RENTAL CRITERIA

The following standards will be used to judge your application for tenancy. You must meet the following standards to qualify to sign a rental agreement with us. Applicants are judged on the same standards on a first come/first serve basis, one person or family at a time. Any incorrect inconsistencies on the application will result in an automatic denial of the application.

**\$25 NON-REFUNDABLE APPLICATION FEE:** Each applicant over the age of 18 must pay an application fee and consent to have a background check done on them. Co-signers must also pay an application fee and give the same consent as other applicants.

**SECURITY DEPOSIT:** Applicants must provide a check for the full amount of the security deposit (including any additional deposit amounts for pets or other reasons) for the application to be considered complete. The deposit will be returned if the application is denied.

**PHOTO IDENTIFICATION:** All applicants over the age of 18 must provide current, government issued photo identification at the time of application.

**EMPLOYMENT REQUIREMENTS:** Employment history should show that the applicant has been employed with their current employer for at least 6 months. Exceptions can be made for recent graduates who provide proof of graduation, current students who provide proof of enrollment, and self-employed applicants who provide a CAP-prepared financial statement or most recent tax return. Applicants with less than 6 months of employment with current employer may be approved if they pay an additional security deposit or have an approved co-signer and provide proof that they have been employed with their current employer for 2 months or were employed with their previous employer for at least 6 months. All employment history will be verified by contacting the employer.

**INCOME REQUIREMENTS:** The combined income of all persons living in the rental must be at least three times the monthly rent. Applicants who do not have the requisite income will be considered if they provide a co-signer or provide proof of cash reserves equal to at least 12 times the monthly rent.

**RENTAL HISTORY:** Applicants must provide the name and contact information for their previous two landlords, or all landlords in the last five years. Applicants must also provide all of the addresses they have lived at for the last five years. Applicants will not be approved if they have had any evictions, defaults in lease agreements, late rental payments, or if they owe any money to any other landlord.

**CREDIT HISTORY:** Your credit must reflect that all accounts are current. Applications for tenancy will be denied if you have filed for bankruptcy in the last 2 years, or if you have any bankruptcies that have not been discharged at least one year prior to the application. All collection accounts must be "paid in full" or "paid as agreed". Applicants with past due accounts or accounts in collections may qualify if they pay an additional security deposit or have an approved co-signer.

**CRIMINAL HISTORY:** Your application will be rejected if you have been convicted in the last 5 years of any crime against a person or property that would present a threat to the owners or neighbors, or the rental property. Applicants on probation or parole must provide contact information for their parole officer. Applicants on a publicly available list of offenders who are required to publish their address will be denied.

**MAXIMUM OCCUPANCY:** A maximum of 2 people / 1 bedroom, 5 people / 2 bedroom.

**PETS:** Pets may be approved if they meet the following requirements: a good reference from the previous landlord for the pet's behavior, a complete veterinary medical history (including immunizations and sterilization) is provided, an additional pet deposit is paid and an additional amount of "pet rent" is agreed upon. The owner reserves the right to deny the application based on the size, species or breed of the pet.

If your application is approved you will be notified. You will have 48 hours from the notification of your approval to sign a lease agreement. If you do not, then other applicants may be considered and given the opportunity to sign a lease.

We are committed to offering equal housing opportunities. We do not discriminate against anyone on the basis of race, color, religion, sex, handicap, family status, source of income, or national origin.



SAMPLE RENTAL CRITERIA

The following standards will be used to judge your application for tenancy. You must meet the following standards to qualify to sign a rental agreement with us. Applicants are judged on the same standards on a first-come-first-serve basis, one person or family at a time. Any false statements or inconsistencies on the application will result in an automatic denial.

**\$ (Owner/Manager sets the amount.) NON-REFUNDABLE APPLICATION FEE:** Each applicant over the age of 18 must pay an application fee and consent to have a background check done on them. Co-signers must also pay an application fee and give the same consent as other applicants.

**SECURITY DEPOSIT:** Applicants must provide payment for the full amount of the security deposit (including any additional deposit amounts for pets or other reasons) for the application to be considered complete. The deposit will be returned if the application is denied.

**PHOTO IDENTIFICATION:** All applicants over the age of 18 must provide current government-issued photo identification at the time of application.

**EMPLOYMENT REQUIREMENTS:** Employment history should show that the applicant has been employed with their current employer for at least 6 months. Exceptions can be made for recent graduates who provide proof of graduation, current students who provide proof of enrollment, and self-employed applicants who provide a CAP-prepared financial statement or most-recent tax return. Applicants with less than 6 months of employment with current employer may be approved if they pay an additional security deposit or have an approved co-signer and provide proof that they have been employed with their current employer for 2 months or were employed with their previous employer for at least 6 months. All employment history will be verified by contacting the employer.

**INCOME REQUIRMENTS:** The combined income of all persons living in the rental must be at least three times the monthly rent. Applicants who do not have the requisite income will be considered if they provide a co-signer or provide proof of cash reserves equal to at least 12 times the monthly rent.

**RENTAL HISTORY:** Applicants must provide the name and contact information for their previous two housing providers, or all housing providers in the last five years. Applicants must also provide all of the addresses they have lived at for the last five years. Applicants will not be approved if they have had any evictions, defaults in lease agreements, late rental payments, or if they owe any money to any other housing provider.

**RENTER’S INSURANCE:** Applicants must have renter’s insurance before occupying the premises.

**CREDIT HISTORY:** Your credit must reflect that all accounts are current. Applications for tenancy will be denied if you have filed for bankruptcy in the last 2 years, or if you have any bankruptcies that have not been discharged at least one year prior to the application. All collection accounts must be “paid in full/ as agreed.” Applicants with past-due accounts or accounts in collections may qualify if they pay an additional security deposit or have an approved co-signer.

**CRIMINAL HISTORY:** Your application may be rejected if you have been convicted in the last 5 years of any crime against person or property that would present a threat to the owners or neighbors, or the rental property. Applicants on probation or parole must provide contact information for their parole officer. Applicants on a publicly available list of offenders who are required to publish their address will be denied.

**MAXIMUM OCCUPANCY:** 2 occupants per bedroom, plus an additional occupant for each apartment home. (e.g., 3 in a one bedroom/studio, 5 in a two bedroom, 7 in a three bedroom, etc.)

**PETS:** Pets may be approved if they meet the following requirements: a good reference from the previous housing provider for the pet’s behavior, a complete veterinary medical history (including immunizations and sterilization) is provided, an additional deposit is paid, and an additional amount of “pet rent” is agreed upon. The owner reserves the right to deny the application based on the size, species, or breed of the pet.

If your application is approved, you will be notified. You will have 48 hours from the notification of your approval to sign a lease agreement. If you do not, then other applicants may be considered and given the opportunity to sign a lease.

**We are committed to equal housing opportunity and provide housing opportunities regardless of race, color, religion, sex, national origin, physical or mental disability, familial status, source of income, sexual orientation, or gender identity.**

RENTAL EXPENSES DISCLOSURE

This document outlines the anticipated expenses that will be in the rental agreement, and is provided as a courtesy only. This document is not a contract and is not legally binding on either party. The rental agreement will be the governing legal document. If the rental agreement you are presented differs in substantive ways, you may request a refund of any fees or deposits paid, and the property owner must oblige, if requested within 5 days of payment.

Rental Information

Property Address: \_\_\_\_\_

Owner/Property Manager Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The renter/tenant will be responsible for the following expenses as part of the rental agreement:

If you have not yet signed a rental agreement and either (1) an amount listed above is different than the amount in the rental agreement, or (2) the rental agreement includes a type of use-based, non-rent expense that was not disclosed, you may make a written demand requesting the return of money the prospective renter paid in relation to the rental unit within five days.

Total Due at Lease Signing:	\$ _____	Utilities that must be in tenant’s name include: _____ _____ _____ Other Obligations: _____ _____ _____
Rent	\$ _____	
Refundable Deposit	\$ _____	
Lease Initiation Fee	\$ _____	
Late Rent Fee: \$ _____ after 5 PM on _____ of _____ month		
Service of Notice Fee	\$ _____	<input type="checkbox"/> Check box if resident is responsible for exterior maintenance including lawn, yard and snow removal  <i>For more information on expenses and fees and when they are charged, see your rental contract.</i>
Eviction Turnover Fee	\$ _____	
Tenant Change Fee	\$ _____	
Re-Key Fee	\$ _____	

Monthly Obligation	If Fixed Each Month, List the Amount	If Variable, Mark an X	If Not Applicable, Mark an X
(Describe):			
(Describe):			
(Describe):			
(Describe):			
(Describe):			

Renters sign to acknowledge that this disclosure was provided : \_\_\_\_\_ Date: \_\_\_\_\_

Tenant/Renter Signature: \_\_\_\_\_



Apply an innocent introduction from the social world to the housing world.... And you just got wrapped up in a lawsuit.

*Where are you from?*

*What's your story?*

*Married?/Dating?*

*Children?*

*Future Plans?*

*What Ward are you in?*

*Do you have a favorite holiday?*







## Criminal Background

In 2016, HUD hinted that denying an applicant **solely** based on criminal history MAY be discrimination.

**Two Points** from the Guidance Opinion:

- Minorities experience disproportionate rates of arrest, conviction and incarceration;
- Therefore, using criminal records in a housing application may have a disparate impact on minorities.

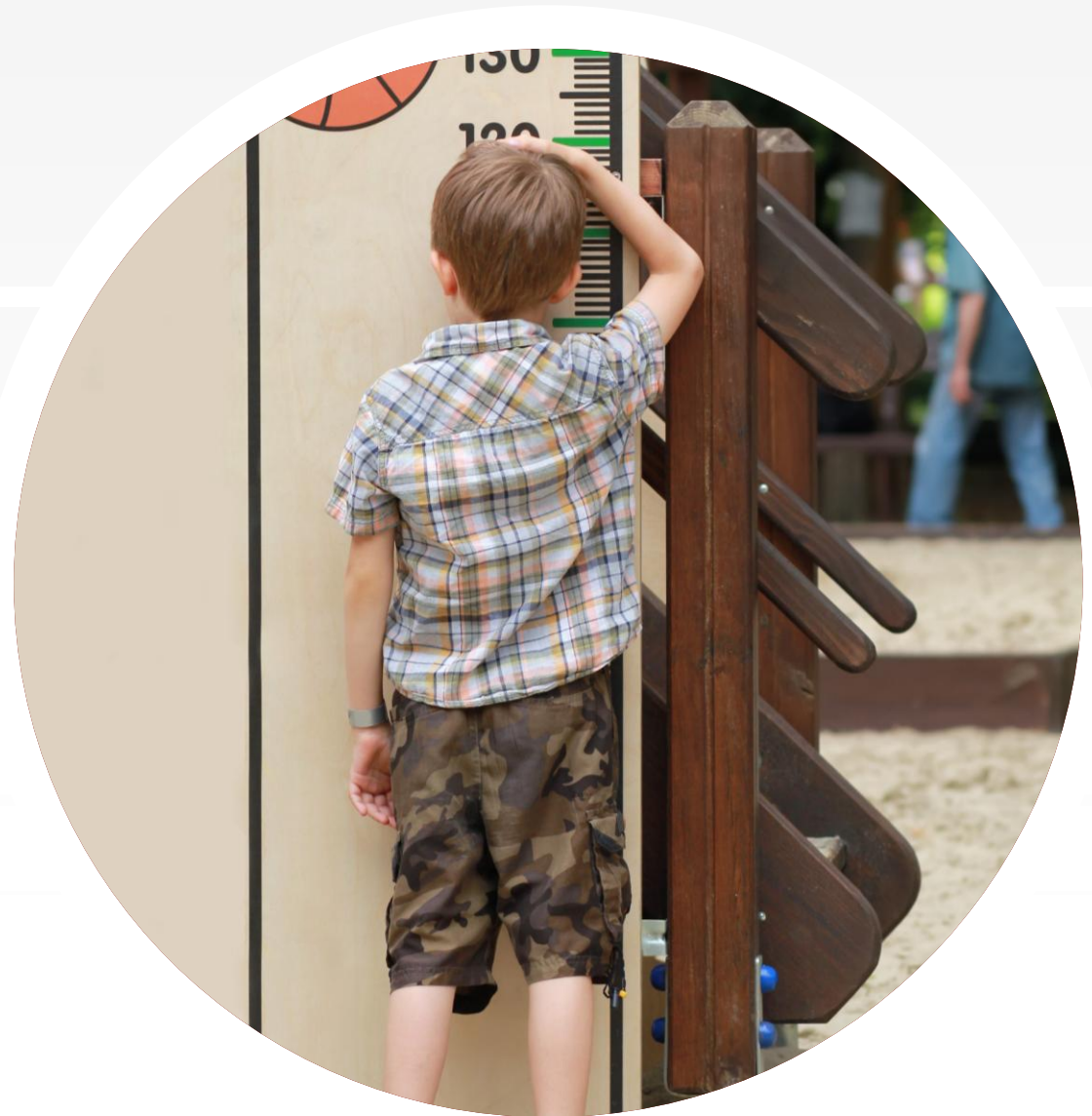
The Guidance Opinion **suggests** that:

- Arrests cannot be the sole basis for excluding an applicant.
- Landlord's must have an "important and verifiable legitimate business interest" to deny an applicant for a prior conviction.
- Applicant should have the ability to appeal for a review of a denial and provide mitigating circumstances and information.

## Picking the “First Qualified Applicant”

Example – Rides at an amusement park.

First through, first on....if qualified!



# ‘Picki DOCUMENT a No-No





# ► Managing & Fair Housing







**When Life gives you lemons...**

Make Fair Housing Laws your Friend



- Late Fees
- Credits
- Maintenance
- Special favors
- Security Deposits
- Lock-outs
- Addressing Tenant Complaints
- Enforcing Terms of the lease
- Inspections
- Disciplinary measures/notices



## Equal Treatment



## Best Practices in Fair Housing

- Stay up-to-date on all things Fair Housing
- Communication
- Don't procrastinate
- Be decisive
- Be proactive on notices/requests
- **Document Document Document**
- Learn from mistakes
- Learn from your network
- Have a good Landlord & Attorney in you corner



**BEST  
PRACTICE**

