

Maximize Housing Success and Retention:

How the Landlord Engagement Program Supports You



Landlord Engagement.....

Is the **neutral party** that binds the landlord, case management, and clients together

- Curates ongoing landlord relationships
- Mediates complex tenant & landlord conflicts
- Provides resources for additional assistance opportunities
- Assists with eviction prevention



How We Assist Landlords

Landlord engagement is a program created to offer additional top-level support for landlords working with our housing programs. A landlord *must have a signed MOU* to be a part of the landlord engagement program.

Benefits to landlords include:

**Access to Risk
Mitigation funds for
damages or move out
expenses**

**Assistance connecting
the landlord with the
correct case
management contacts**

***Free* advertisement on
Padmission**

How can Landlord Engagement Maximize Your Program?

Access to Risk
Mitigation Funds

Negotiation power
for high-risk fees
and deposits

Tenant/Landlord
mediation services
through UNT Dallas
School of Law

Landlord
Engagement Office
Hours

Streamline housing
search with
Padmission

Offer alternative
solutions to lease
defaults

Eviction Prevention
resources

Understanding
lease language

Tenant ledger
review

From Application to Expiration

Effective Landlord Engagement



Why is this Important?

**Competitive
rental market**

**Streamlined
application
process**

**Become
proactive to
potential barriers**

**Stress free
move in**

Tenant retention

**Setting up for
self sufficiency**



Preleasing

1

**Become aware of
any housing
barriers**

2

**Educate client on
the parameters of
the program and
voucher**

3

**Provide access to
Padmission for self
navigation and
empowerment**

4

**Provide a short list
of properties you
have worked with**

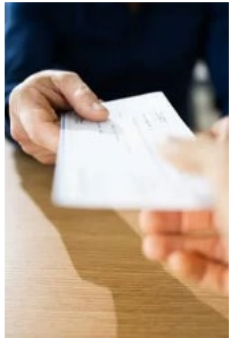
Application



Fill out honestly



Tax Credit Applications must be completed with no marks or corrections



Provide landlord with application funds



FOLLOW UP!

Unit Inspection

- For PHA programs, has the Tenant's RFTA been submitted?
- For CoC programs, units should be inspected within 72 hours of unit being ready for move in.
- Once unit has passed inspection, confirm move in date



Unit Inspection

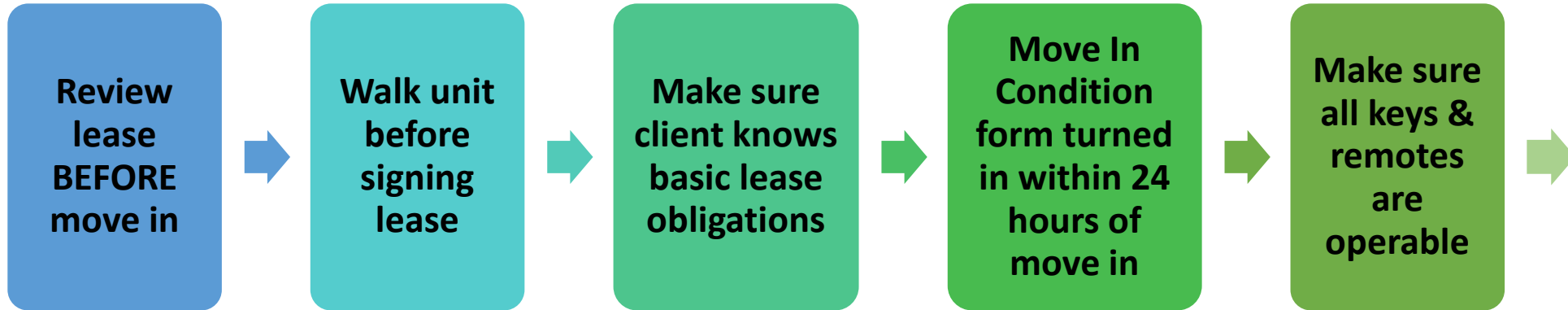
Remember

It's okay to ask for repairs!!!!

Clients should not be present for
any unit inspections



Move In



Maintain Housing

Set **standard check-in process** with client

Confirm tenants' portion has been paid and received by the **DUE DATE** each month.

Remind clients to report maintenance issues **in a timely manner**

Case Managers should visit the client's unit **at least once a month**

Encourage clients to **build a relationship with landlord** for long-term housing success

Refer client to any **additional services needed**



Lease and Program Expiration

My client is going
to **RELOCATE**

Have they given
notice?

Cover the
condition unit
should be left in

Do they have
moving resources?

My client is
STAYING

Does the landlord
know you are no
longer assisting?

Can your client
pay rent
independently?

My client is
**UNABLE TO
MAINTAIN LEASE**

Diversion, shared
housing, RRH to
PSH transfer

Other short term
assistance
programs?

My client is
**UNABLE TO LIVE
INDEPENDENTLY**

Diversion

Assisted living,
group homes,
nursing homes

Leasing:

Evictions and Special Circumstances



Evictions

Landlords have the right to file an eviction for:

Rent has not been **paid IN FULL**
by lease due date

Tenant is in **Breach of Lease Agreement** outside of any
financial responsibility

****Landlord *MUST* provide a minimum of a 24-hour written
Notice to Vacate to tenant**

Notice to Vacate

Names of each lease holder must be listed



NOTICE TO VACATE FOR NON-PAYMENT OF RENT, UTILITIES OR OTHER SUMS

_____ Date _____

(Names of all residents)

(Street address and dwelling unit number, if applicable)

(City, State, Zip)

Re: Notice to vacate for non-payment of rent, utilities or other sums
TAA Lease Contract signed _____ between the residents
named above and _____ (owner)

Start date of CURRENT lease agreement



Rent and any sums due



Dear Resident(s):

Because you have not paid rent, allocated or submetered utilities, a utility bill for which you are responsible and/or other sums due under the lease on your dwelling unit, your rights of occupancy and possession are hereby terminated under the provisions of your lease. You are still liable for rent and other charges you may owe under the TAA Lease Contract. Details of unpaid sums due are as follows:

24 – 72 hours from notice delivery



Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before 11:59 p.m. on the _____ day of _____, _____ if you fail to move out by that time, we will file an eviction against you in Justice of the Peace court in compliance with applicable laws and rules. The court will then schedule a hearing to consider the facts in the case. Delay or postponement by us to take such action does not waive our rights. This notice to vacate is unconditional.

1. This notice to vacate is MANDATORY.
2. Notice can be posted on the outside of the dwelling door but must contain the words "IMPORTANT DOCUMENT"



If you wish to discuss this notice or you vacating the dwelling, please contact us.

Date notice was given: _____ Signature of owner's representative _____

Printed name _____

Phone number _____

Email address _____

The three-day statutory notice requirement does not apply when the parties have contracted otherwise. The TAA lease agreement states 24 hours.



CAUTION: New state, local or federal laws, rules or orders may impact requirements regarding content and delivery of this notice. Carefully read the commentary to this form and consider seeking legal counsel.

Commentary: When the delinquency is small, prior to sending this notice, consider sending the notice entitled "Notice of Intent to Terminate Right of Occupancy if Rent, Utilities or Other Sums Are Not Paid."

The notice to vacate is mandatory. A copy must be introduced into evidence at the eviction trial. Additionally, an owner should consider filing out the REDBOOK form "Proof of Delivery of Notice to Vacate to Resident" in conjunction with notice.

It is best to personally deliver the notice to the resident. If the notice is mailed, the return receipt from certified mail must be available as evidence. If the resident fails to accept or pick up a certified letter, the notice may still be valid.

Section 24.005(f) of the Property Code allows a notice to vacate to be posted on the outside of a dwelling's main entry door, in certain circumstances. Posting on the outside of the door is permitted when: (1) the dwelling has no mailbox and a keyless bolting device, alarm system or dangerous animal prevents entry; or (2) the owner reasonably believes harm to a person would result from personal delivery.

If an owner posts a notice on the outside of a door per the Property Code, it must contain the words "IMPORTANT DOCUMENT" on the face of the envelope. A copy of the notice must also be placed in the mail in the county in which the property is located by 5 p.m. the same day the notice is posted.

The owner should never terminate the "lease." Instead, the owner should only terminate the resident's "right of occupancy" and/or "right of possession." This notice to vacate form can also be used if a resident fails to pay a bill for allocated/submetered utilities or if electricity is prematurely transferred back into the owner's name by the resident.

The three-day statutory notice requirement does not apply when the parties have contracted by written lease for a shorter or longer period. Under paragraph 32.2 of the TAA Lease Contract and Section 24.005 of the Texas Property Code, the owner can give 24 hours written notice. See Section 24.005 of the Texas Property Code.

For properties participating in Texas Department of Housing and Community Affairs (TDHCA) programs, owners should be aware that TDHCA has promulgated a rule requiring certain items in any non-renewal or termination notice allowed under program rules. Under the rule, contents must provide: (1) the specific reason for the termination or non-renewal; (2) information on residents' rights under the Violence Against Women Act (VAWA), if the development is subject to VAWA; (3) information on how a person with a disability may request a reasonable accommodation in relation to such a notice; and (4) information on the appeals process if one is used by the property. See 10 TAC 10.610 (Tenant Selection Criteria).

Texas Apartment Association

Eviction Delivery Methods

Landlords have **specific delivery methods that must be taken** to be permissible in court:



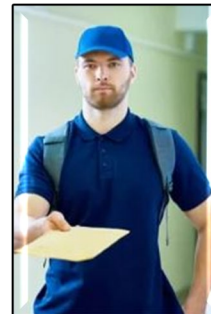
Posted on the inside of the unit
in a highly visible location



Posted on the outside of door in
sealed envelope with tenant's
name and address, mailed the
same day

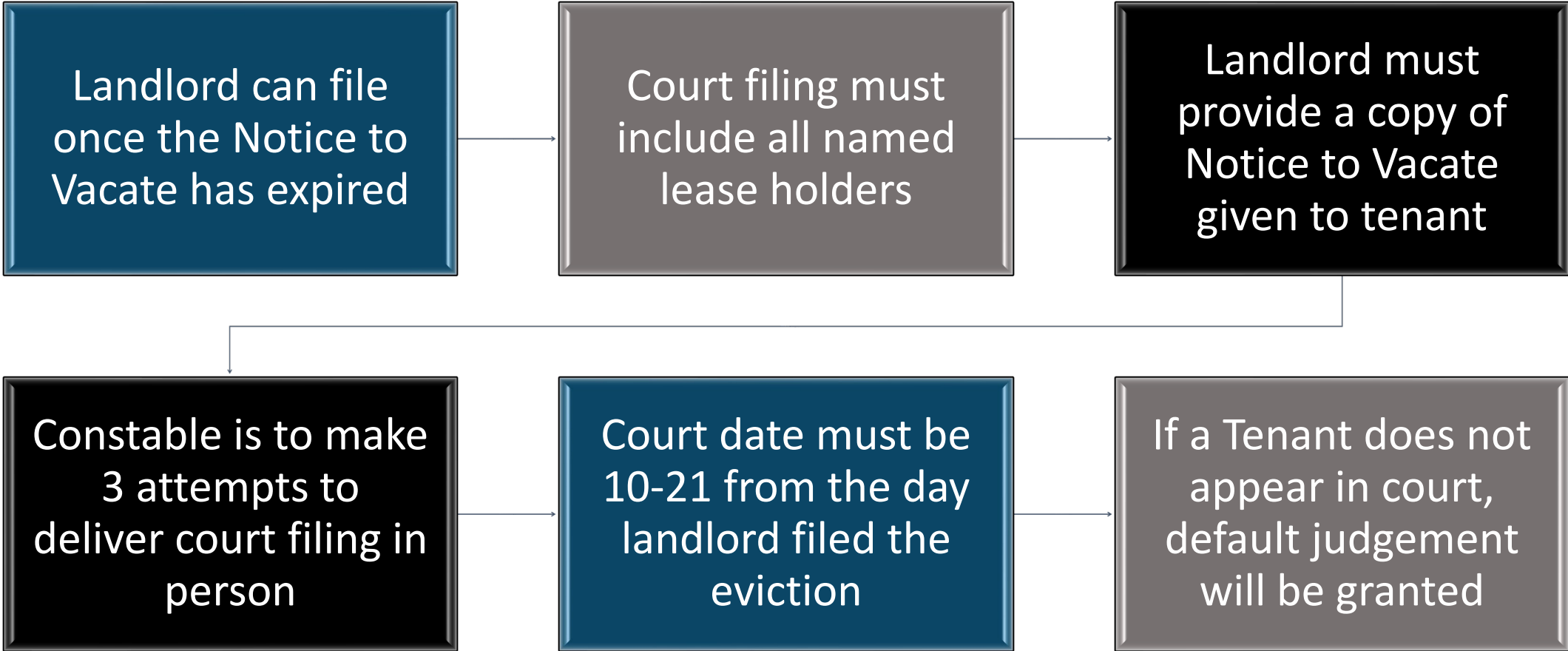


Sent Certified Mail



Personally delivered to someone
15 years or older in the
household

Court Process



Sworn Complaint For Eviction

Possession and Balance owed.



SWORN COMPLAINT FOR EVICTION

With suit for Rent COURT DATE: _____

In the Justice Court, Precinct _____ Tarrant County, Texas

PLAINTIFF _____
(Landlord/Owner Name)
VS. _____
DEFENDANT(S): _____

Rental Subsidy (if any) \$ _____
Tenant's Portion \$ _____
TOTAL MONTHLY RENT \$ _____
The amt. of the rent per day is \$ _____

Does this match lease and/or HAP contract?

Verify address matches lease agreement.



COMPLAINT: Plaintiff (Landlord) hereby complains of the defendant(s) named above for eviction of plaintiff's premises (including storerooms and parking areas) located in the above precinct. Address of the property is:

Street Address _____ Unit No. (if any) _____ City _____ State _____ Zip _____

1. SERVICE OF CITATION: Service is requested on defendants by personal service at home or work or by alternative service as allowed by the Texas Justice Court Rules of Court. Other service of papers address/addresses (if known) are: _____
2. UNPAID RENT AS GROUNDS FOR EVICTION: Defendant(s) failed to pay rent for the following time period(s): _____
TOTAL DELINQUENT RENT AS OF DATE OF FILING IS: \$ _____
Plaintiff reserves the right to orally amend the amount at trial to include rent due from the date of filing through the date of trial.
3. OTHER GROUNDS FOR EVICTION/LEASE VIOLATIONS: Lease Violations (if other than non-paid rent – list lease violations) _____
4. HOLDOVER AS GROUNDS FOR EVICTION: Defendant(s) are unlawfully holding over since they failed to vacate at the end of the rental term or renewal of extension period, which was the _____ day of _____, 20____.
5. NOTICE TO VACATE: Plaintiff has given defendant(s) a written notice to vacate (according to Chapter 24.005 of the Texas Property Code) and demand for possession. Such notice was delivered on the _____ day of _____ and delivered by this method: _____
6. ATTORNEY'S FEES: Plaintiff will be or will NOT be seeking applicable attorney's fees. Attorney's name, address phone & fax numbers are _____
7. BOND FOR POSSESSION: If Plaintiff has filed a bond for possession, plaintiff requests (1) that the amount of plaintiff's bond and defendant's counter bond be set, (2) that plaintiff's bond be approved by the Court, and (3) that proper notices as required by the Texas Justice Court Rules are given to Defendant(s).

What is the eviction being filed for?



REQUEST FOR JUDGMENT: Plaintiff prays that defendant(s) be served with citation and that plaintiff have judgment against defendant(s) for: possession of premises, including removal of defendants and defendants' possessions from the premises, unpaid rent if set forth above, attorney's fees, court costs, and interest on the above sums at the rate stated in the rental contract, or if not so stated, at the statutory rate for judgments under the Texas Finance Code Chapter 304.

I give my consent for the answer and any other motions or pleadings to be sent to my email address which is: _____

Petitioner's Printed Name _____ Signature of Plaintiff (Landlord/Property Owner) or Agent _____

DEFENDANT(S) INFORMATION (if known):
DATE OF BIRTH: _____ Address of Plaintiff (Landlord/Property Owner) or Agent _____
*LAST 3 NUMBERS OF DRIVER LICENSE: _____ City _____ State _____ Zip _____
*LAST 3 NUMBERS OF SOCIAL SECURITY: _____ Phone & Fax No. of Plaintiff (Landlord/Property Owner) or agent _____
DEFENDANT'S PHONE NUMBER: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

CLERK OF THE JUSTICE COURT OR NOTARY

Rev. 1/2015

Dismissal Process

What happens if the Landlord has filed for eviction but my client clears up their balance before court?

- 1. Landlord must submit a motion for dismissal to the court on or before the day of court
- 2. Client will be sent a copy of dismissal via email or mail

CASE NO. _____

PLAINTIFF (PRINT) _____

IN THE JUSTICE COURT

VS.

PRECINCT ____

DEFENDANT (PRINT) _____

TARRANT COUNTY, TEXAS

PLAINTIFF'S MOTION FOR DISMISSAL

THE ABOVE REFERENCED CASE HAS BEEN SETTLED. PLEASE ACCEPT THIS AS THE WRITTEN REQUEST TO DISMISS THE CASE.

RESPECTFULLY,

SIGNATURE

DATE

DEPARTMENT/TITLE

On _____ day of _____, 20____, came to be considered the Motion of the Plaintiff to DISMISS the above numbered and entitled cause and the court being of the opinion that same is well taken.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT THIS CAUSE SHOULD BE AND THE SAME IS HEREBY DISMISSED WITH/WITHOUT PREJUDICE.

SIGNED AND ENTERED THIS _____ DAY OF _____, _____.

JUDGE

Eviction Defenses



Incorrect notice

Landlord failure to comply with notice requirements

Payment of rent and late fees in full

Eviction is Granted

1. Tenant can file an **appeal within 5 days of judgement**
2. Tenant must file a **Bond or Pauper's Affidavit**
3. Case is set to County Court and will be reheard
4. If appeal is not filed, and tenant has not vacated within 5 days of eviction being granted, Landlord may file **Writ of Possession**



Writ of Possession

1. If appeal is not filed, and tenant has not vacated within 5 days of eviction being granted, Landlord may file **Writ of Possession**
2. Constable's office will place a 24-hour notice to vacate on door before Writ can be completed
3. Per Tarrant County, Plaintiff will provide a minimum crew of FOUR people and the proper materials to conduct the move out
4. Tenants' personal property will be removed from the unit and placed in a near by location and must be completed within 2 hours. Any additional time will be charged at \$50/hr.
5. Property staff must change locks or rekey unit before the deputy can depart
6. No Writ will be completed in inclement weather



Release of Judgement

- When eviction has already been granted
- If balance has been settled
- Can be used to stay in current unit if landlord is willing to work with you
- Only landlord has the ability to file form



RELEASE OF JUDGMENT

CAUSE NO. _____

PLAINTIFF (PRINT)

VS

DEFENDANT (PRINT)

IN THE JUSTICE COURT

PRECINCT ____

TARRANT COUNTY, TEXAS

A Judgment was entered on _____ (date) in the sum of \$ _____ dollars (enter total judgment amount), which includes all costs of the suit plus interest. Since Plaintiff and Defendant have agreed to fully and finally settle all matters of controversy between them in this matter, and since Defendant in said Judgment, has paid to the Plaintiff in full all amounts owing in said Judgment.

Now therefore, I, the Plaintiff in said Judgment (and/or its representative), in consideration of the premises, hereby acknowledge payment of the above amount and do hereby release unto the said _____, Defendant, his/her heirs and assigns, any and all liens, theretofore existing by reason of such Judgment upon; any property of the said Defendant, whatsoever.

Witness my hand this _____ day of _____, 20 ____.

PLAINTIFF SIGNATURE

BEFORE ME, the undersigned notary public, on this day personally appeared _____, known to me to be the person whose name was subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20____, to certify which witness my hand and official seal.

(Affix Seal)

NOTARY PUBLIC SIGNATURE

Helpful Tenant Resources

TCHC Landlord Engagement Team

landlordengagement@ahomewithhope.org

North Texas Fair Housing Center

www.northtexasfairhousing.org

Texas Tenant's Union

<https://txtenants.org>

Legal Aid of North Texas

<https://internet.lanwt.org>