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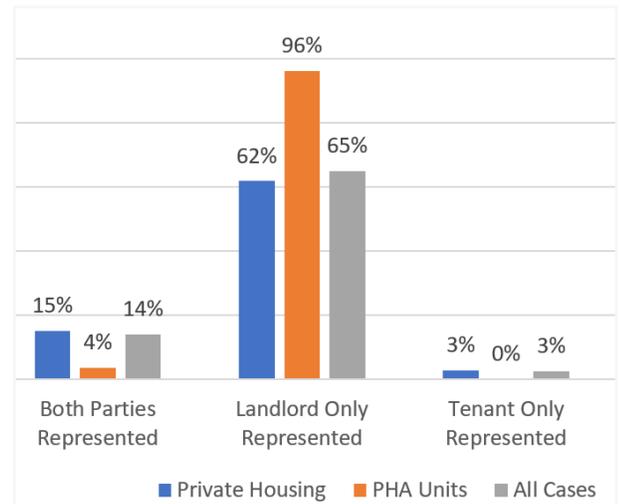


Policy Brief

Resolving Landlord-Tenant Disputes: An Analysis of Judgments by Agreement in Philadelphia's Eviction Process

Prepared by REINVESTMENT FUND

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Executive Summary

Over the last ten years, approximately 20,000 households in Philadelphia were subject to an eviction filing annually. In those filings, a landlord sought to take possession of the rental housing unit from the occupant(s) and/or recover money. At the time of this writing, Philadelphia's Landlord-Tenant court is closed due to COVID-19 and there is a temporary freeze on lockouts and new eviction filings. But the stop on evictions is only temporary; when court reopens, there will undoubtedly be a backlog of cases that landlords will have been waiting to file. Many tenants struggled to pay rent before COVID-19 brought local economic activity to a halt. Based on the record number of unemployment filings in Pennsylvania, there will likely be many more households at risk of eviction for non-payment, particularly if the amount of unpaid rent increases over multiple months of unemployment and underemployment, court closure, and widespread illness.

About a third of residential eviction filings in a typical year result in what is referred to as a Judgment by Agreement (JBA). A JBA is a judgment in favor of the landlord that includes a written set of terms agreed to by both parties, without the participation of a judge. A JBA allows for setting terms that are not possible in a judicial decision. These might include a payment plan that will permit a tenant to remain in the unit as long as they make regular payments toward their debt, a time period for which the tenant can stay while they search for a new home, and potentially even requirements for the landlord, like making specific repairs.

The JBA process is essentially an alternative dispute resolution (ADR) strategy – a means for settling legal issues without a trial. Many types of courts allow for some type of ADR, and their forms vary widely. While interviews and data analysis suggest that the JBA as currently practiced in Philadelphia has advantages in terms of efficiency and flexibility compared to relying on judges to hear every case, it also has shortcomings that could be addressed through adopting best practices in ADR used in other courts. This brief explores the process and results of JBAs in Philadelphia, relevant ADR models, and related resources available in other courts. We consider the particular challenges facing landlords and tenants in 2020, as well as potential changes to the administration and resources for JBAs and the court process more broadly. Those data are used to inform a set of policy recommendations that we believe could improve outcomes for all parties.

A benefit of the current JBA process is that it is a relatively efficient mechanism for handling the typical high volume of eviction cases in Philadelphia County (compared to other Pennsylvania counties), but it was not designed, nor is the court seemingly resourced to handle, the expected surge in filings that is going to follow the COVID-19 moratorium. While the JBA process has positive attributes, there are negative impacts of the process's shortcomings: incomplete understanding of rights and consequences of entering into a JBA; unrealistic payment plans; notably more advantageous outcomes for the small share of tenants with attorneys as compared to the majority of tenants (65%) who are not represented; and longer term difficulty finding housing due to a recorded eviction judgment. All these impacts could be amplified by the current circumstances. Additionally, the JBA is a face-to-face process that experts believe will be challenged by the post-moratorium case volume. The court is planning for adjustments to be consistent with social distancing requirements of COVID-19.

The key findings of this brief, based on quantitative analysis of court data, textual analysis of more than 2,000 agreement documents, and interviews with tenants, landlords, and their attorneys, include:

- In 65% of JBA negotiations, the landlord has an attorney and the tenant does not; in these cases, the landlord's attorney leads the negotiation.
- In a random sample of JBAs from 2017-2018, 19% had a *possession-only* judgment, meaning the tenant has to vacate the unit but does not owe any more money. That share was nearly two-thirds for tenants who had an attorney (63%). This type of outcome allows clients to use their limited funds to pay for their next place and not be subject to wage garnishment or other means of debt collection. For these possession-only judgments, tenants with lawyers were slightly more likely to have longer than the standard four weeks to move out (67% compared to 60% of the random sample).
- When an agreement allowed for a money judgment to be *satisfied* (also known as "pay and stay" because the tenant can remain in the unit if they make full payment), represented tenants were more likely to end up with an installment payment plan rather than a lump sum payment (there were payment plans in 81% of these agreements for represented tenants compared to 70% of these agreements for the random sample).
- JBAs reached with a mediator were more likely to include a payment plan than JBAs in the random sample (83% compared to 70%).
- For all JBAs recorded in 2017 and 2018, 38% had no further legal process steps entered into the record within a year after the agreement. An alias writ to lock out the tenant and/or a breach was filed in more than 40% of JBAs, while 18.9% were marked satisfied.
- There was widespread acknowledgment that despite efforts by the court, city agencies, and advocates to inform the parties about the legal process, tenants and unrepresented landlords often make decisions without a clear understanding of their rights, responsibilities, and resources that could help them stabilize their financial situation.

In this moment, when stable housing is more than ever a critical part of public health strategy and landlords need stabilized incomes to provide that housing, it is the time to make significant decisions around court processes and resources to ensure that the eviction process operates in a way that is both fair and efficient. This includes refining the JBA process and potentially offering additional ADR mechanisms that may reduce the total share of cases that reach a JBA. Drawing on our research findings we developed a set of recommendations for implementation prior to the court's reopening. We recognize that these interventions require funding, increased coordination between the city and court, and changes in procedures. However, these recommendations are intended to help manage the increased caseload following the COVID-19 court closure, ensure that the process is fair, and promote stable tenancy that is beneficial to both landlords and tenants.

- Any provision of rental assistance administered by the City of Philadelphia to parties in an already-filed eviction proceeding, whether provided to the tenant or landlord, should carry with it a requirement that the eviction filing be resolved as a ***withdrawal with prejudice*** rather than as a ***judgment*** (or Judgment by Agreement). In addition, there might be a prohibition on eviction of the current tenant for some period of time. While the city is planning to provide emergency assistance for renters affected by COVID-19, officials had already been planning to expand emergency rental assistance and ongoing supplemental rental assistance before the

pandemic, and those funds will still be very much in demand when court reopens. Rules for ongoing programs should promote housing stability to the greatest extent possible.

- Pilot a post-filing eviction diversion program modeled on Philadelphia’s award-winning Residential Mortgage Foreclosure Diversion Program. This would necessitate training housing counselors to work with tenants before their scheduled court date to organize their finances to the extent possible, connect tenants with available financial assistance, and determine a realistic payment plan and/or mutually agreeable exit strategy. It would also necessitate training these counselors to be able to identify legal matters that should be pursued with an attorney – all before the JBA negotiation takes place.
 - Counseling might lead to a result that is not a JBA. For example, access to emergency or ongoing rental assistance could lead to withdrawal of the case by the landlord, or identification of a significant legal issue (including, for example, a potential violation of Philadelphia’s Fair Housing Ordinance, the Pennsylvania Human Relations Act or the federal Fair Housing Act) could indicate that a judge’s involvement in the case would be more appropriate or that the case should be referred to the Fair Housing Commission according to Municipal Court Rule 134.
 - Counseling should also be made available to landlords to ensure they have access to any currently available mortgage forbearance or other COVID-19 related loss mitigation options.
 - Counselors should have access to legal experts to consult with when issues arise that are beyond their own knowledge base.
 - Create a Judge Pro Tempore program in Landlord-Tenant court to help manage the diversion program caseload. Judges Pro Tempore, who are typically lawyers trained to serve in a temporary judicial or ADR facilitation capacity, have been used in the Philadelphia Court of Common Pleas and the Foreclosure Diversion Program.
- Partner with state or federal agencies and officials in developing an emergency loan program modelled on Pennsylvania’s Homeowners’ Emergency Mortgage Assistance Program (HEMAP). The City of Philadelphia has a number of financial tools that provide emergency and shallow rent assistance. These programs are targeted to very low-income tenants, many of whom may face homelessness if evicted. Resources can move relatively quickly, but not always fast enough, and are capped at a level not likely to be sufficient for the current situation. One form of financial assistance created during the last recession was the Emergency Homeowners’ Loan Program (EHLP), modeled loosely on HEMAP. EHLP was a forgivable loan to homeowners with incomes up to 120% AMI who experienced a drop in income in excess of 15% because of unemployment, underemployment, or illness. Counselors in the Diversion Program made extensive use of both EHLP and HEMAP. A federal government or state-led creation of EHLP 2.0, targeted to renters and designed to move assistance quickly (within a week or two), could be an extraordinary financial tool for eviction counselors that would benefit both tenants and landlords. This assistance too should be coupled with a case ***withdrawal with prejudice*** rather than a ***JBA***.
- Consider increasing the standard amount of time between the notice of eviction and the designated court date to allow adequate time for an effective diversion program.
- Build on the success of the courtroom navigator model by piloting an intake system at Landlord-Tenant court operated by a team of trained individuals, particularly for landlords and tenants without attorneys. These individuals would check parties in, explain rights, obligations, and key

legal concepts one-on-one, as well as what to expect during the court session, including the JBA process. It is of paramount importance that unrepresented tenants and landlords fully understand their rights and obligations **before they negotiate the terms of a JBA** to maximally ensure that an equitable and productive JBA is achieved. This common understanding would, as noted, help JBA negotiations, and final review of agreement terms by court staff with the parties.

- Prioritize services from the existing Lawyer of the Day program and the early phases of the Right to Counsel (RTC) roll out on representation for tenants entering JBA negotiations in which the landlord has an attorney; consider geographic targeting to tenants in neighborhoods that have elevated filing rates or characteristics associated with more vulnerable tenants (e.g., areas with high concentrations of lower income families and single parents with children).
- Make neutral mediators available, or possibly required, for JBA sessions in which only one party is represented, and no attorney is available through RTC.
- Given that almost 40% of JBAs have no further legal steps recorded a year after the agreement is entered (no breach, alias writ, or satisfaction, etc.), create a process by which the JBA is vacated automatically by the court if there is no entry of a breach of the agreement after a reasonable period (e.g., one year after the agreement is made). Alternatively, institute a process that will close out JBAs when appropriate, including the creation and enforcement penalties against landlords who fail to complete the necessary steps to satisfy or vacate a judgment once the tenant complies.
- Pair the city's pre-filing mediation pilot, which was recommended in the Mayor's Task Force report, with participation incentives such as access to one-time or ongoing rental assistance; and consider requiring pre-filing mediation for access to those resources. Advocates and court observers have made compelling arguments that resolving landlord-tenant issues **before** a filing is the best way to increase housing security. However, engaging landlords in a pilot pre-filing mediation program in 2019 was difficult, and there are few successful pre-filing models from elsewhere to emulate. Offering incentives could help to scale up a local program.

Background

Over the last several years, the trend in the number of eviction filings has been downward from the peak of 22,436 filings in 2014 to an estimated 18,892 in 2019. The filing rate also declined, expressed as the percentage of Philadelphia’s rental stock for which there has been an eviction filed. At the beginning of the decade, over 8% of Philadelphia’s rental households faced an eviction filing; in 2019 the rate was 6.6%. It is important to note that while these have been viewed as promising indicators of increased housing stability, the eviction filings represent only a fraction of all forced moves; interviews indicate there are an unknown number of illegal “self-help” and “constructive” evictions (wherein the landlord changes the locks without going through the court process or makes the unit unlivable through their actions or inactions), as well as informal housing arrangements that come to an end. Additionally, the economic upheaval caused by COVID-19 in 2020 is expected to reverse the reduction in filing rates and have large and potentially long-lasting impacts on the ability of tenants to pay their rent and landlords to hold and maintain their properties.

The moderating trend in eviction filings did not occur in a vacuum. Over the last few years, Philadelphia has undertaken a set of actions designed to draw attention to the issue, to improve the process, and ultimately to reduce the number of unnecessary evictions.¹ Some notable activities include, but are not limited to: passing a “Good Cause” Eviction bill through Council,² passing a Right to Counsel bill which is now in the early part of its implementation phase,³ adding significant additional city funding for legal and housing counseling services, creating a loan program for small landlords to make repairs to their properties,⁴ increasing court enforcement related to licensing and certification requirements, repurposing the city’s existing Housing Security Working Group to focus on the implementation of strategies related to evictions, and piloting a pre-filing mediation program. These efforts acknowledge the importance of the eviction issue and its interconnection with other challenges faced by individuals and communities. Still, many important potential interventions remain that could further stabilize renter households. This is even more critical as the city, its residents, and small business owners—including landlords—face unprecedented economic and social uncertainty.

Once an eviction is filed, cases can follow a number of paths. In 36.2% of the cases in 2017-2018, the tenant did not appear in court on their assigned date and a *Default Judgment* was entered against them. In this same period, 26.6% of cases concluded with a *Withdrawal* of the filing. These could be instances where before the court date, some resolution was achieved between the landlord and the tenant (e.g., the tenant paid what was due or they vacated the unit), or there could be a technical legal reason. A Judgment by Agreement (JBA) was reached in 33.8% of cases in 2017-2018 (accounting for 53% of filings that did not end in default). The share of filings that ended in a JBA was slightly lower for PHA tenants (28.8%) than for those in private housing (34.4%). (See Table 1).⁵ In the most general terms, a JBA occurs

¹ See, for example: http://www.sharedprosperityphila.org/wp-content/uploads/2019/10/EvictionPrevention-2019_SinglePage-1.pdf - a progress report on activities taken by the City in response to the Mayor’s Taskforce on Eviction Prevention and Response (June 2018).

² See: <https://phila.legistar.com/LegislationDetail.aspx?ID=3180928&GUID=00F16839-FAF2-40AD-B6C3-00695EB0BDB6&Options=ID%7CText%7C&Search=good+cause>

³ See: <https://phila.legistar.com/LegislationDetail.aspx?ID=3943568&GUID=EC5846F5-CECE-414F-A9F4-CA2F49D698B1&Options=ID%7CText%7C&Search=tenants&FullText=1>

⁴ See: <https://phdcp.hila.org/contractors-and-businesses/businesses/small-landlord-loan-program/>

⁵ See Appendix A for a brief analysis of the JBA filing rates by neighborhood characteristics.

when, under the auspices of the court, the parties have met and entered into an agreement that is placed into the official court record. These agreements occur under a variety of circumstances and typically include a limited set of terms. It is these cases that are the subject of this brief.⁶

Table 1: Eviction Filing Outcomes 2017-2018

2017-2018	% JBA	% Default	% Withdrawal	% Other Outcomes
All Filings	33.8%	36.2%	26.6%	3.4%
Private Filings	34.4%	38.0%	24.3%	3.3%
Public Filings	28.8%	21.3%	45.6%	4.3%

What is a Judgment by Agreement?

A JBA is a type of eviction judgment in favor of the plaintiff (landlord) and a written settlement of issues between the parties. The JBA allows for a number of outcomes, the specifics of which are not determined by a judge. The formalized JBA practice is unique to Philadelphia County in the Commonwealth of Pennsylvania. In all other Pennsylvania counties, a Magisterial District Judge hears all Landlord-Tenant matters, in addition to traffic cases and other civil complaints. Parties can reach agreements outside of the courtroom in other counties, but JBAs are not embedded in daily case processing. The JBA system in Philadelphia evolved as a way to handle the city’s much larger case volume; it moves cases forward without the involvement of a judge or trial commissioner, thereby eliminating a bottleneck in case processing. It is also a practice that recognizes the potential benefits of an alternative dispute resolution strategy.

Reinvestment Fund undertook this in-depth analysis of JBAs because they account for a large share of cases and judgments in Philadelphia. Additionally, because the JBA negotiations do not take place in the courtroom itself, our systematic court observation did not yield sufficient insight into this important feature of Landlord-Tenant court. The JBA negotiations take place in a room next to the main courtroom. There, multiple parties to multiple complaints sit in cubicles and simultaneously attempt to arrive at terms that will settle their disputes. In some cases, the parties may have settled the terms of a JBA ahead of time, and the landlord’s attorney is officially documenting those terms for the record on the court date.⁷

Some proponents argue that the JBA gives more control to the two parties involved in a setting that is more collaborative and flexible than contentious. Other experts believe that the JBA process and outcomes may be unfair to tenants for a number of reasons, including that negotiations are frequently led by the landlord’s attorney. Some tenant advocates raise due process questions about the process itself. In many ADR programs in other courts, there is always a neutral party to facilitate discussion. In contrast, in Philadelphia Landlord-Tenant court, the parties to a JBA can work with a court-provided mediator only if they are both unrepresented (18% of cases in 2017-2018). If only one party is unrepresented, they negotiate directly with the represented party’s attorney; in 65% of all JBAs in 2017-

⁶ Previous research by Reinvestment Fund has examined the overall landscape of evictions in Philadelphia, how filings vary by neighborhood characteristics, and systematic observations of Landlord Tenant court: Reinvestment Fund 2019, <https://www.reinvestment.com/research-publications/evictions-in-philadelphia-a-data-policy-update/> and 2017, <https://www.reinvestment.com/research-publications/evictions-in-philadelphia/>

⁷ Landlord attorneys suggested that it is not uncommon to have a JBA negotiated in advance of the court date and entered into the record by the landlord’s attorney.

2018, the landlord was the only represented party compared to 3% of cases in which the tenant alone was represented. JBAs are to some degree collaborative - the tenant may not have to leave their home. Yet because the agreements are recorded as *judgments*, they are picked up by the tenant screening services used by landlords⁸; judgments reached through JBAs may remain associated with a tenant's name for many years.

As an ADR strategy that impacts such a large share of all eviction filings in Philadelphia, the practice raises a number of critical questions for stakeholders and decision makers which we examine in this research brief: *how do the different parties perceive the advantages and disadvantages of the current JBA process and to what extent does it operate in an equitable manner for both parties; how do judgments reached through the JBA process compare to decisions by a judge; does the presence of a neutral mediator or legal representation for the landlord, tenant or both make a difference in outcomes; and what could Philadelphia learn from other ADR models to improve the JBA process or offer additional dispute resolution opportunities?*

The Day in Court

There are two courtrooms in Philadelphia that hear Landlord-Tenant matters: one of those courtrooms processes only Philadelphia Housing Authority cases. A morning and an afternoon session usually takes place in each courtroom. In any given session, the number of cases to be processed can range from just a handful to more than 100. Parties to a complaint are sent a notice of where to appear, on what day, the session and courtroom. In the PHA courtroom, tenants sign in with court staff when they arrive, while in the other courtroom tenants wait for their name to be called.

The court encourages parties to take part in discussions leading to JBAs through case flow management and through official language used to describe the process and explain legal options to the parties. Typically, a session begins with court staff calling out plaintiff and defendant names, determining which cases will have default judgments due to an absent party. Next, court staff call up all plaintiffs and their attorneys whose cases are flagged “noncompliant,” which means their filing was missing one or more of the documents required to proceed with an eviction matter in Philadelphia. In 2017-2018, 11.2% of JBAs were flagged for noncompliance compared to 10.4% of all filings. Required documents include a city Rental License, a Certificate of Rental Suitability, and where there is a child under 7, a Lead Safe Certificate. A case could also be noncompliant if one of those documents was not current for some part of the time period in the eviction complaint. The Trial Commissioner reads aloud a prepared statement⁹ about noncompliance, which informs the parties that court practice requires them to try to reach an agreement before resolving the particular issues of noncompliance. In other words, before the parties negotiate a JBA, the landlord does not have to present documents that may have been missing in the original filing, nor does the court adjust the complaint amount to remove any monetary amounts requested for periods during which the landlord did not have the required documents. The rationale for this practice is that focusing on noncompliance issues could make the parties less amenable to

⁸ Evictions judgments stopped appearing on credit reports in 2017 following a legal settlement between three credit reporting companies and over 30 state attorneys general, but as public records, private screening companies can aggregate them, and if a collection agency pursues an unpaid money judgment, that will appear. <https://www.consumerfinance.gov/about-us/blog/removal-public-records-has-little-effect-consumers-credit-scores/>

⁹ See Appendix B

negotiation. The result is that in some cases, as identified in our analysis of agreement amounts, some tenants may agree to pay amounts they do not technically owe under the law.

The Commissioner reads a scripted explanation¹⁰ of the JBA process before the parties move into the adjoining room. Attorneys who represent multiple landlords lead the defendants for all of their cases as a group into the next room.

If neither party has an attorney, the Court will provide a mediator. The share of JBAs achieved through mediation has declined over time from more than 20% in 2010 to 12.9% in 2019. The mediators are volunteers who have undergone training in Landlord-Tenant law: many are retired attorneys; others are students from a Temple University Law School program who serve for a semester. Mediation can be scheduled and conducted prior to the court date, but often it is conducted the same day.

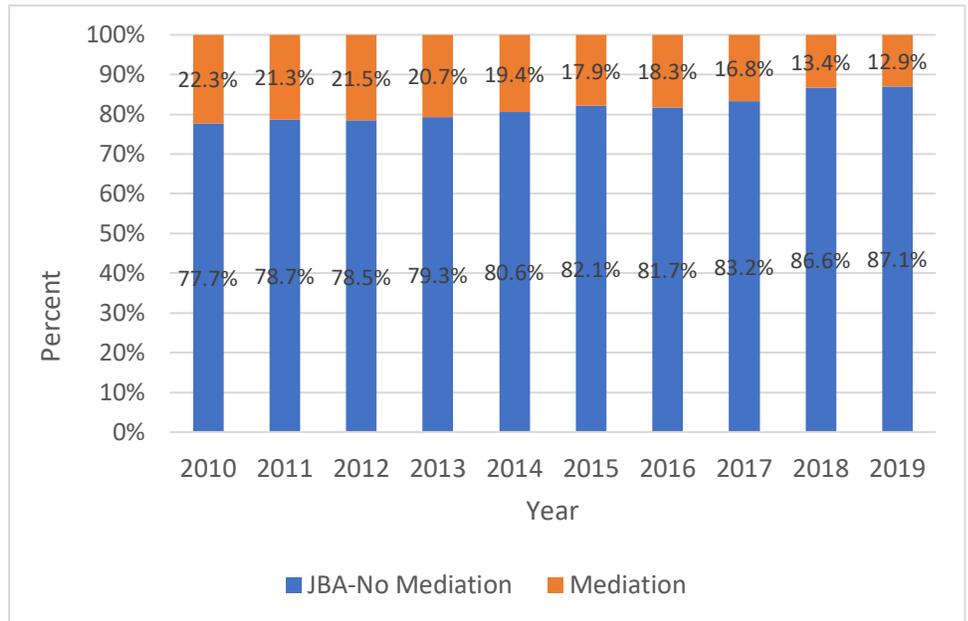


Figure 1: Share of JBA Resolved through Mediation 2010-2019

Among JBAs for cases filed in 2017-2018, about 17% of tenants had an attorney (i.e., 14% where both parties were represented and 3% where the tenant only was represented) compared to 79% of landlords (including the 14% of JBAs in which both sides are represented). In the PHA courtroom, the split was even wider, with an attorney for PHA present in 100% of JBAs, and for tenants in only 4%.

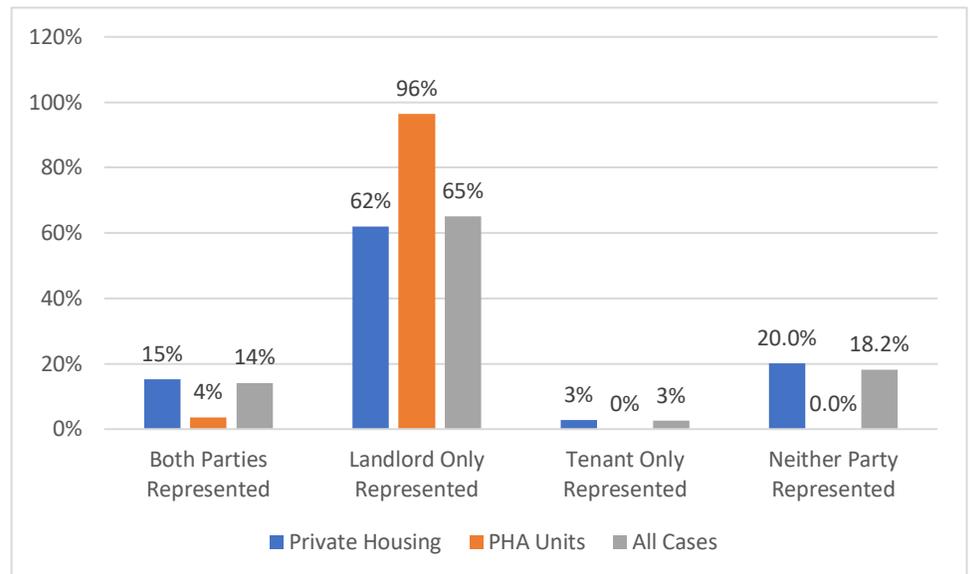


Figure 2: Legal Representation by Housing Type, 2017-2018

In cases where only the landlord is represented, that attorney reads a prepared statement to explain

that they are not impartial, and then proceeds to negotiate with the other party – typically, the tenant. If the parties come to an agreement, a staff member from the Municipal Court Mediation Unit reviews it with them and asks if both parties understand what they are agreeing to. Then, the landlord and tenant sign and court staff enter it into the court record. If the parties cannot reach mutual agreement, either with a mediator or with the participation of an attorney, a judge will hear the case.

The JBA form that the parties complete and sign includes both standard agreement elements (e.g., the amount the tenant owes) as well as an open text section where other conditions of the agreement can be noted. (See Figure 4). The parties indicate if the JBA grants possession of the unit back to the landlord, a specific amount of money to be paid, or both. A judgment for possession does not always mean that the tenant must leave; a landlord can indicate “possession judgment to be satisfied” and specify circumstances in which the tenant can remain, which may include payment (commonly known as “pay to stay”) or addressing a lease violation such as an unauthorized occupant. Landlords can also agree that a money judgment can be satisfied if the tenant leaves by a certain date. The text of a JBA can describe a payment installment plan, if any, and the date by which the tenant must move.¹¹ There is no place set aside for what a tenant might want in exchange for payment, such as repairs or restoration of utilities, although the “Other Conditions” text sometimes includes such details. JBAs are not appealable.

JUDGMENT BY AGREEMENT
(Judgments by Agreement are not appealable)

Judgment for the Plaintiff for the Amount of: 1072.01 Plus Costs: 95.00 For a Total of: 1167.01
 Judgment for Possession as of: 02-08-2016
 Judgment for Possession only as of:
 Money Judgment only: Plus Costs: For a Total of:
 Money Judgment to be Satisfied if Defendant vacates by:
 Judgment of Possession to be Satisfied if Defendant pays (as outlined in Other Conditions) by: see below
 Judgment of Possession to be Satisfied if (see Other Conditions)

Other Conditions:
 Tenant to pay as follows: February, 2016 rent by 2/12/16; ongoing rent by the 5th of every month beginning 3/5/16, not to be applied to back balance; additional \$50 every month by the 15th of every month beginning 3/15/16 until current including all ongoing rent. Municipal Court 180 day Rule is waived by agreement of all parties.

Figure 4: Example, excerpt from completed Judgment by Agreement

The attachment to the JBA form, typically read to the tenant by the landlord’s attorney, includes the text “You are here because there has been a failure in the Landlord-Tenant relationship. This Agreement is a second chance” and warns that JBAs are not appealable and a breach may result in immediate legal consequences. If the tenant breaches any terms of the agreement, the landlord can file a writ to remove the tenant without going before a judge. An alias writ to lock out the tenant and/or a breach was filed in more than 40% of JBAs in 2017-2018.¹²

Reinvestment Fund interviewed attorneys, tenants, and landlords about the JBA process.¹³ Attorneys for landlords said advantages of the JBA process include the ability to reach a resolution that works for both parties – a payment plan can mean the landlord gets paid back and avoids the hassle and expense of

¹¹ Complicating analysis of JBA terms is the fact that the JBA typically does not note any money paid to the landlord between the filing and the agreement date.

¹² In most of these cases there was both an Alias Writ and a breach in the court record, but in some cases, there was only one or the other.

¹³ Throughout the course of our research on evictions in Philadelphia, Reinvestment Fund has interviewed attorneys who frequently represent plaintiffs as well as legal staff at organizations that represent tenants, including Community Legal Services and TURN. A total of four attorneys who generally represent landlords were interviewed in March 2020; they (or their firms) represented landlords on 57.2% of residential, private cases with a represented landlord in 2017-2018. In December 2019, Reinvestment Fund distributed a web survey to Philadelphia landlords through the membership lists of the Pennsylvania Apartment Association, whose members tend to be owners of larger properties, and HAPCO, a landlord association of many small-scale operators. A mail survey was sent to evicted tenants, followed up with in-depth phone interviews.

looking for a new tenant, and the tenant is able to stay. A judge can only issue a ruling on the total amount owed (which may be for the total amount in the complaint or an amount adjusted upward or downward following testimony from both parties). According to landlord attorneys interviewed, that lump sum may be more likely to go unpaid than installment payments. Landlord attorneys all reported that it is generally preferable to negotiate with an experienced tenant attorney rather than with a tenant directly, because in those cases they tend to reach an agreement more quickly and for what they view as more reasonable terms. One landlord attorney noted their clients often make informal payment agreements with tenants, and only seek legal help — and an enforceable payment plan via the JBA — if that informal agreement is broken. From the landlord attorney perspective, this enforceability is one of the JBA's most important characteristics; when a client tells them there has been a breach, the attorney can easily file an alias writ to move forward on taking possession of the housing unit. Tenants' attorneys felt the flexibility of the JBA was sometimes beneficial to their clients, giving them the ability to negotiate a reduction of the total amount owed or allowing the tenant sufficient additional time to find a new place to live before vacating the unit.

Through online surveys and interviews, 17 landlords expressed a diverse set of perspectives on what they hope to achieve in the JBA process, and how much specific direction they give to their attorneys, if they have one. For example, one landlord reported always asking for half the amount due immediately and another 25% in the next 30 days, while other landlords say they just aim to make the best deal possible dependent on the circumstances. Most of the landlords surveyed reported some effort to work out an informal resolution (through payment or move out) before filing the eviction – an activity also reported by attorneys that represent landlords – so they did not view the JBA as their first attempt to reach a mutual agreement. Tenant attorneys said that in a JBA negotiation, they typically seek either more time for their client to stay in the unit or less money to be paid.

Several of the tenants interviewed reported that they signed a JBA knowing they could not afford the payments; however, they saw it as a way to buy time while they found a new place to live. Some said they were satisfied with the process, while others felt forced to sign an agreement. Some tenants did not understand that even if there is no lockout event, a JBA is an eviction judgment that potential new landlords will see in tenant screening reports.

JBA Outcomes

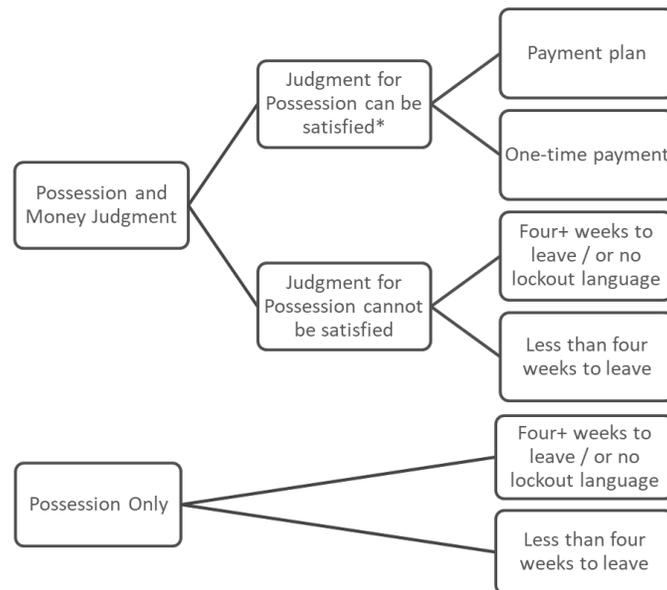
Reinvestment Fund analyzed two types of outcomes associated with JBAs: the terms of the agreements themselves and the legal process steps that may occur after the agreement is entered. The agreement terms can include a judgment for possession of the housing unit only (18.6% of all JBAs entered in 2017-2018) or a judgment for possession and money (80.1% of all JBAs entered in 2017-2018). Less than 1% of JBAs were settled for money only. Post-agreement processing includes whether the judgment is marked satisfied, vacated, or an alias writ is served (a lock-out). For all JBAs entered in 2017 and 2018, 38% had no further legal process steps entered into the record within a year after the agreement. Almost a third (30.9%) had an alias writ served, while 18.9% were marked satisfied. (See Table 3). Other process outcomes included a breach filed without an alias writ served, which could mean that the tenant left but did not pay in full. A small portion of JBA cases were withdrawn after the agreement, and an even smaller share were vacated.

Table 1: Post-JBA Legal Process Outcomes

2017-2018	% Satisfied	% Vacated	% Alias Writ Served	% Breached (No AWS)	% Withdrawn	% No Result
All Filings	18.6%	0.6%	30.9%	10.6%	1.3%	38.0%
Private Filings	12.1%	0.6%	33.1%	11.4%	1.5%	41.4%
Public Filings	78.5%	0.0%	10.9%	3.2%	0.1%	7.3%

Reinvestment Fund inspected several smaller random samples of JBAs to understand at a more detailed level how the process and outcomes differ across situations. Samples drawn include a random sample of all cases (created to represent the universe of JBAs entered during the 2017-2018 period); cases with a tenant attorney; cases with a mediator; cases flagged by the court for noncompliance; cases filed by PHA; and filings for tenants residing in Low Income Housing Tax Credit (LIHTC) properties.¹⁴ Reviewing the text of the agreements allowed us to determine whether there was a payment plan or one-time payment, and whether tenants had more than the standard amount of time before vacating the unit; in interviews tenant attorneys said that these are two major negotiating points (See Figure 3).

Figure 3: Possible Terms for Judgments by Agreement, Philadelphia Landlord Tenant Court



* If a Judgment for Possession can be satisfied, the tenant can remain in the unit if they meet some condition (usually, "pay to stay" repayment of back rent)

There were notable differences in outcomes for JBAs with tenant legal representation compared to the random sample of all JBAs. In the random sample, 19% had a possession-only judgment. That share was nearly two-thirds for represented tenants (63%). Tenant attorneys said this was important because it meant their clients could focus on saving their limited funds to pay for their next place, and not be subject to wage garnishment or other means of debt collection. When there was a money judgment in addition to possession, represented tenants were also more likely to end up with a payment plan rather than a lump sum payment (81% of JBAs where possession could be satisfied, compared to 70%). For possession-only judgments, tenants with lawyers were slightly more likely to have longer than the standard four weeks to move out (67% compared to 60% of the random sample).

¹⁴ This sample was constructed because the tenants, as a group, were expected to look economically more like PHA tenants except that their housing was not managed by the Housing Authority. The LIHTC and PHA filings therefore yield a policy-relevant comparison.

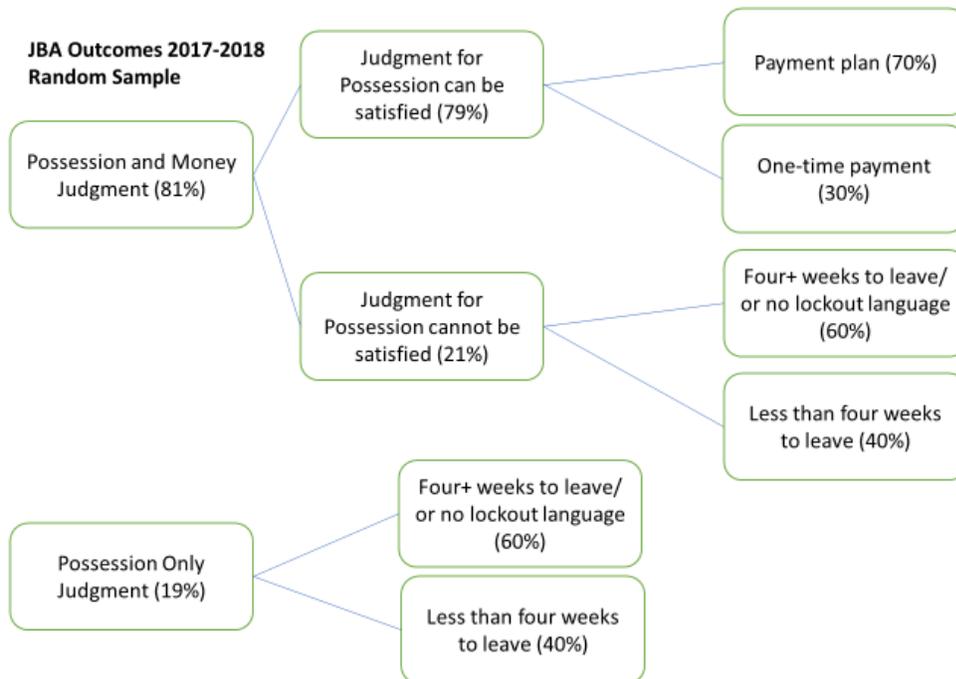


Figure 4: Outcomes for Random Sample of JBAs (n= 399)

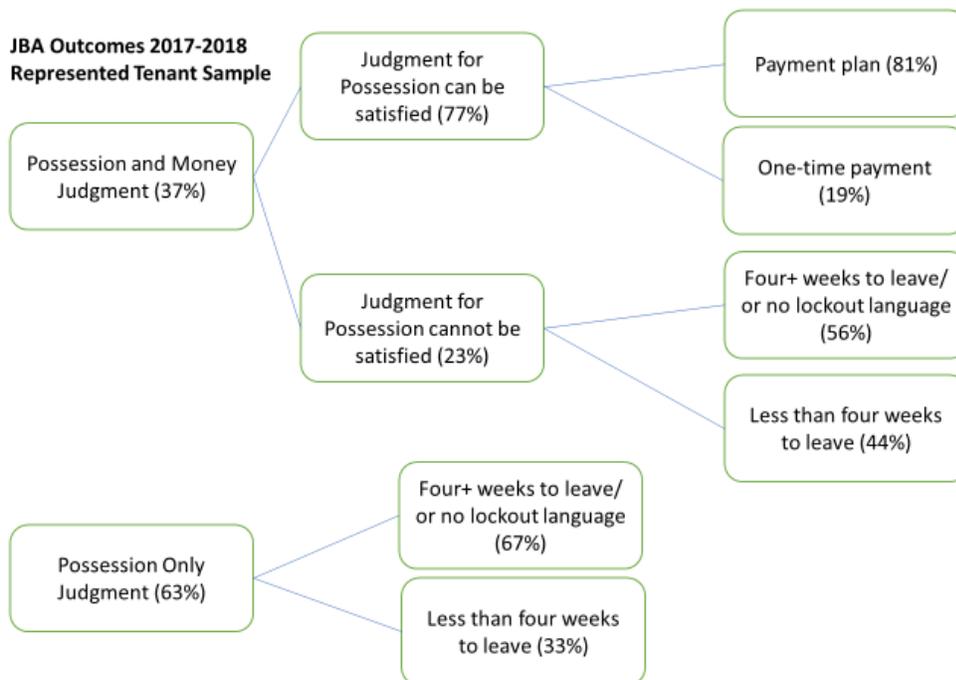


Figure 5: Outcomes for Sample of JBAs with a Represented Tenant (n = 399)

In JBAs that went to a mediator, in which neither party had an attorney, the share of possession-only to possession and money was nearly identical to the random sample. Mediated cases were less likely to allow a tenant more than four weeks to move under either type of judgment, and less likely to achieve a possession judgment to be satisfied (66% compared to 79%). The one area where mediation appeared to provide more beneficial terms to the tenant was a higher share of payment plans for those cases where judgment could be satisfied (83% compared to 70%).

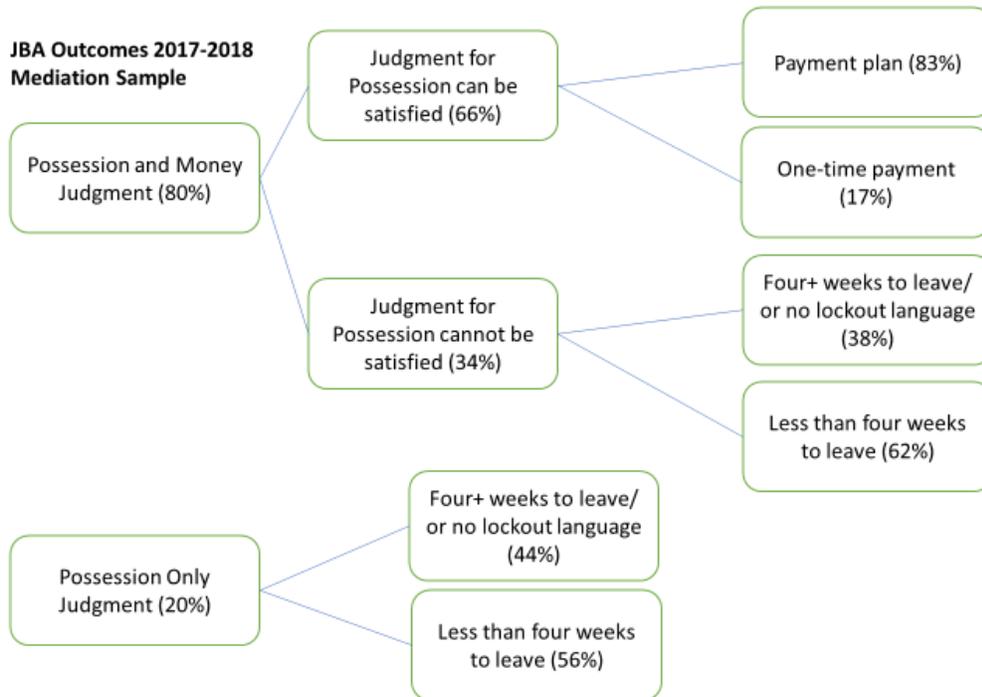


Figure 6: Outcomes for Sample of JBAs: Mediation (n= 200)

In JBAs flagged for noncompliance, a somewhat higher share of agreements was for possession-only (31% compared to 19%), but in other measures, outcomes were similar to the random sample.

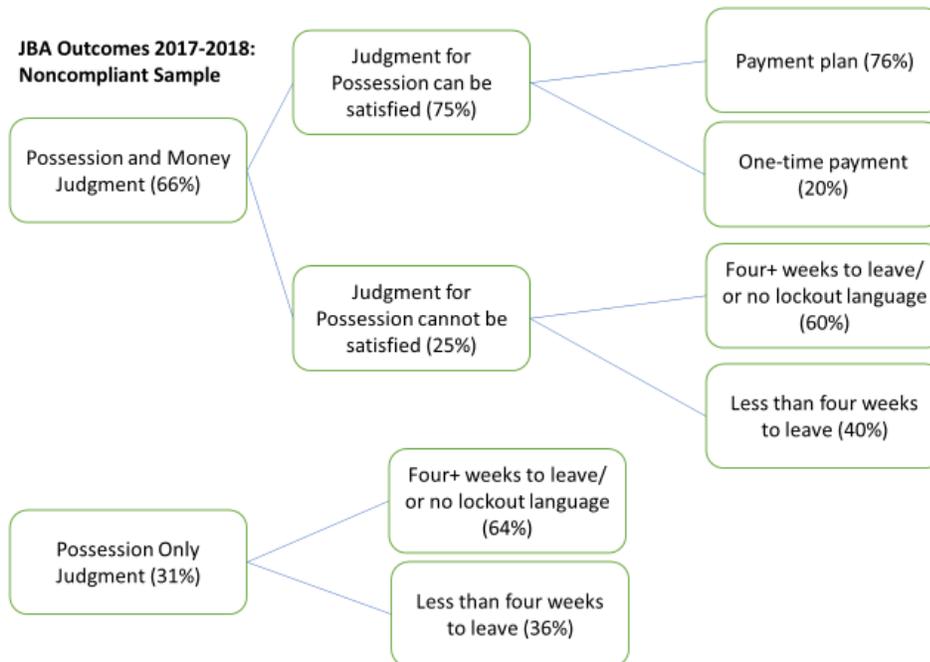


Figure 7: Outcomes for Sample of Noncompliant JBAs (n= 395)

Results for public housing tenants were markedly different than for tenants in private housing: 3% of JBAs were for possession-only. Among PHA cases with judgments for both money and possession, nearly all could be satisfied with payment, but only 5% of those had a payment plan - the remainder required one-time payment in full. PHA tenants were much less likely to have more than 4 weeks before move out. (See Figure 8).

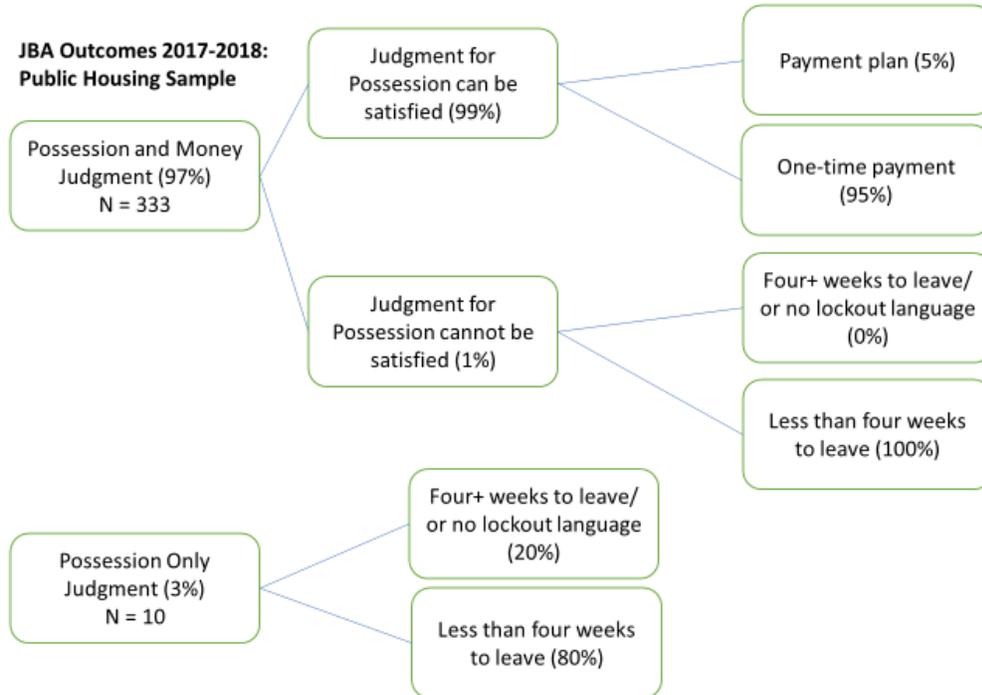


Figure 8: Outcomes for Sample of JBAs, PHA Tenants 2017-2018 (n=346)

Tenants in the LIHTC sample were much more likely than PHA tenants facing eviction to have an attorney (20% compared to about 3%); a higher percentage (14%) had a possession-only judgment. Most possession and money judgment cases (83%) could be satisfied with payment, and 72% of those had a payment plan rather than a one-time payment. (See Figure 9).

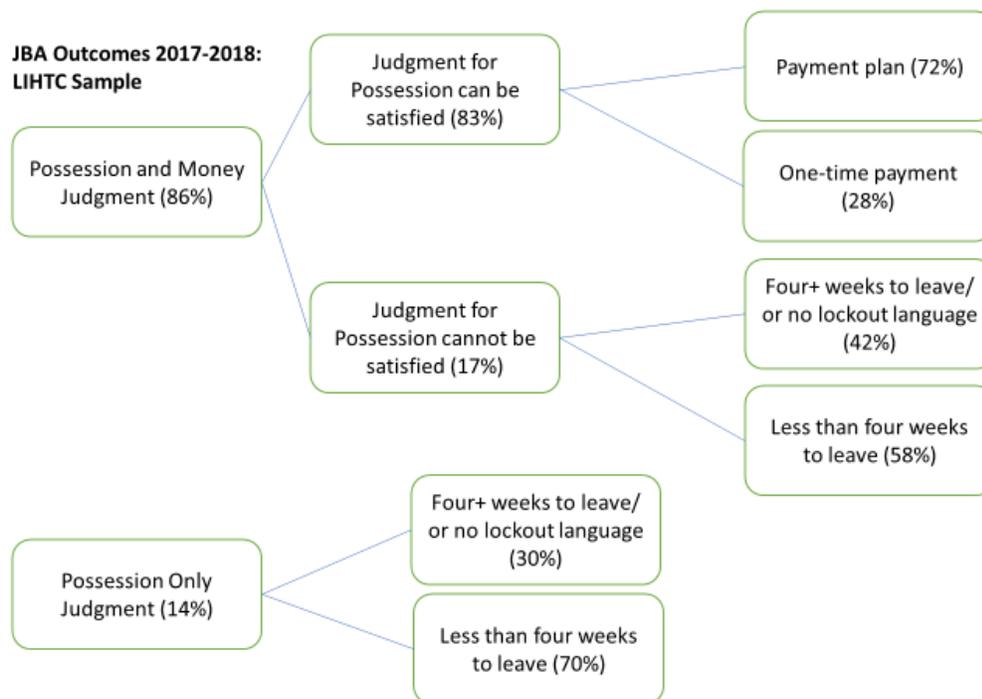


Figure 9: Outcomes for Sample LIHTC Tenants 2018 (n = 275)

Agreement Processes and Alternative Dispute Resolution in Other Localities and Courts

While the JBA process as it unfolds in Philadelphia is unique within Pennsylvania, ADR is common in court systems across the U.S. to promote caseload management, increased satisfaction for participants, and more flexible terms. ADR comprises “any means of settling disputes outside of the courtroom.”¹⁵ There are four typical ADR approaches: negotiation, mediation, arbitration, and collaborative law.¹⁶

Negotiations are a form of ADR in which disputes are resolved by the parties without the participation of a neutral third party, and these are relatively common in Landlord-Tenant court settings. Most JBAs would fall into this category, although the JBA is more formalized than negotiation practice in other housing courts. In JBA negotiations, court staff read a script explaining to the parties that court policy requires them to attempt to make an agreement before they see a judge, and the parties fill out a form provided by the court with the details of any agreement they reach. In other courts, negotiations take place in hallways with little direction provided by court staff. There is evidence from other jurisdictions to suggest that tenants are frequently at a disadvantage in terms of information and access to professional advice during these informal negotiations. For example, in Cook County, IL, it is common for landlords’ attorneys to draft consent order agreements outside of a formal proceeding for signature by both parties. Such orders may be subject to only cursory review by a judge. A 2015 decision by the Illinois Appellate Court determined that in at least one case, it was reasonable to believe that the tenant did not fully understand what they had agreed to (in this case, vacating the unit even though back rent

¹⁵ https://www.law.cornell.edu/wex/alternative_dispute_resolution

¹⁶ See “Junctions Along the ADR Spectrum.” Harvard Negotiation Law Review, accessed April 16, 2020. <http://www.hnrl.org/2008/11/junctions-along-the-adr-spectrum/>.

had been paid in full) and that therefore the order was invalid.¹⁷ In Baltimore’s Rent Court¹⁸, staff make general announcements and individual suggestions to arriving tenants regarding their ability to engage in these informal “hallway negotiations” without seeing a judge; in a survey of Baltimore tenants published in 2015, about half who negotiated before trial “did so under the belief that they were legally obligated. Announcements by court personnel significantly correlated to respondents’ belief that they were legally required to negotiate before trial.”¹⁹

Mediation, in contrast to negotiation, involves a trained third party. In Baltimore, a mediation program first piloted in 2016 found that 81% of participants reached an agreement; two-thirds of those were formalized in writing, and all written agreements involved at least one additional issue that would not have been within the limited purview of a Rent Court judge – such as the terms of the lease, living conditions, or payment of utilities. There were high levels of self-reported satisfaction with the outcomes, and particularly with “the ability to talk and be heard and discuss all issues.”²⁰ In Minnesota, the Landlord-Tenant courts serving Minneapolis and St. Paul have long contracted with nonprofit providers for mediation. This is combined with legal aid services and evaluations of tenant finances with connections to funding when possible. Efforts were made to scale up pre-filing mediation offerings in 2017-2018. Key factors in the program’s success were the mediation organization’s efforts to develop relationships with individual large and small landlords as well as tenant organizations and offering not just face-to-face mediation but also by telephone and video. Evaluators envisioned expansion of the pre-filing practice through implementation of a notice period (14 days) prior to eviction filing; this would create a built-in timeframe to allow pre-filing mediation to take place.²¹

Philadelphia Residential Mortgage Foreclosure Diversion Program

There is a successful model in our own backyard that offers a potential approach for managing the expected surge of new cases in Landlord-Tenant court following the end of the COVID-19 moratorium: the city’s Residential Mortgage Foreclosure Diversion Program (Diversion Program). As the foreclosure crisis escalated in 2008, with filings up 45% in two years, the Philadelphia Court of Common Pleas worked with a group of stakeholders representing a wide array of perspectives and interests to design and run the Diversion Program. The approach served the dual purposes of preventing avoidable foreclosures and managing overburdened court dockets.

The Diversion Program essentially placed a short pause in the foreclosure process in order to give the parties a chance to reach a resolution of the foreclosure action other than a forced sale of the property. The pause was inserted before litigation of a judgment against the borrower – the point in the process when the parties’ interests become adverse or zero-sum. The court would then schedule the parties for an information-sharing “conciliation conference” at which appropriate work-out plans were discussed. Homeowners were given access to a city-funded housing counselor and attorneys were available for

¹⁷ Harold J. Krent, *Eviction Court and a Judicial Duty of Inquiry*, (2015). Available at: http://scholarship.kentlaw.iit.edu/fac_schol/842

¹⁸ Rent Court is the widely used name for the court that handles evictions in Baltimore, MD.

¹⁹ Public Justice Center in collaboration with the Right to Housing Alliance, Dan Pasciuti, Ph.D., of Johns Hopkins University, and Michele Cotton, J.D., Ph.D., of the University of Baltimore. *How Renters Are Processed in the Baltimore City Rent Court*, (2015).

²⁰ Center for Dispute Resolution at the University of Maryland Baltimore. *Report on the 2016 Rent Court ADR Pilot for the District Court of Maryland in Baltimore City*, (2017). Available at:

https://digitalcommons.law.umaryland.edu/cgi/viewcontent.cgi?article=1002&context=cdrum_fac_pubs

²¹ Rebecca Hare, *Mitigating Power Imbalance in Eviction Mediation: A Model for Minnesota*, *Law & Inequality: A Journal of Theory and Practice*, 2020. Available at: <https://scholarship.law.umn.edu/cgi/viewcontent.cgi?article=1620&context=lawineq>

consultation. The Diversion Program also ensured that there was one (or more) Judges Pro Tempore available to help along the negotiation process. If no resolution could be reached or the borrower opted not to participate, the foreclosure action would proceed along the judicial foreclosure litigation path. The design facilitated open and effective communication between the parties.²²

Recommendations for Procedural and Policy Intervention in Philadelphia's Eviction Process

Philadelphia's Landlord-Tenant court has experienced many changes in policies and resources in recent years. The COVID-19 crisis has created a new set of circumstances that policymakers and officials must respond to. It has also thrown into sharp relief some of the existing inefficiencies and inequities of the current system that could be addressed. The following recommendations are offered as potential changes to policy, procedure, and resources, with the goal of improving outcomes in Landlord-Tenant court and the process by which those outcomes are achieved.

Advance Policy Goals with Financial Incentives

The City of Philadelphia provides a variety of rental assistance programs and is working to increase those offerings. New federal funds available to address the pandemic can accelerate expanded access to emergency rental assistance and ongoing supplemental rental assistance. When administering such financial incentives to a tenant or landlord after an eviction has been filed, the city should require that the eviction filing be resolved as a withdrawal with prejudice rather than as a judgment (or Judgment by Agreement). Here, the rationale is that the landlord has been made whole, the tenant's circumstance was out of their control, and there is no reason that the long-term legal jeopardy and future adverse impact of a judgment be attached to the tenant. In addition, the city might prohibit eviction of the current tenant for some period of time. Policymakers are understandably concerned about the financial solvency of smaller-scale landlords as well as the ability of city residents to pay their rent. However, program rules should promote housing stability as a means to address a public health crisis to the greatest extent possible.

Manage Increased Court Caseload with Alternative Dispute Resolution Opportunities

Given the specter of a large influx of eviction filings and associated court activity once the COVID-19 eviction moratorium is lifted, the timely establishment of an eviction diversion program modelled on Philadelphia's award-winning Residential Mortgage Foreclosure Diversion Program could help with caseload management and mitigate a potentially devastating wave of housing instability across the city.

A diversion program would include a number of process elements,²³ but a critical component is quickly training (and allocating funding for) a cohort of counselors to work with tenants before their scheduled

²² For evaluations of the impacts and outcomes of this novel foreclosure program see: https://www.reinvestment.com/wp-content/uploads/2015/12/Foreclosure_Diversion_Initial_Report-Report_2011.pdf and https://www.reinvestment.com/wp-content/uploads/2015/12/Diversion_Court_Findings-Update_Report_2014.pdf. See also: Ira Goldstein, Colin Weidig & Charles Boateng (2013) The City of Philadelphia's Residential Mortgage Foreclosure Diversion Program: Addressing the Rising Tide of Foreclosure, *Housing Policy Debate*, 23:1, 233-258, DOI: 10.1080/10511482.2012.749934

²³ For example, one of the critical elements of the foreclosure diversion program was the creation of a steering committee inclusive of lawyers for homeowners and lenders/servicers, counselors, court staff, researchers, and city staff. Another critical element is creating a set of processes

court date: connecting tenants with available financial assistance, organizing their finances to whatever extent possible, determining a realistic payment plan and/or exit strategy, and identifying any legal matters that should be pursued with an attorney. This would occur before the JBA negotiation takes place. Counselors may be able to acquaint tenants with legal concepts such as the right to “pay and stay” which they might otherwise learn about for the first time in the JBA session – or not learn about at all. Counseling should also be made available to landlords to ensure they are accessing mortgage forbearance and other supportive resources. The introduction of a Judge Pro Tempore in Landlord-Tenant court could help manage the diversion program caseload. There is precedence for the use of such temporary court officials in Philadelphia courts, and the Bar Association has helped to recruit and train participants.

Another approach to ensuring that court runs smoothly would involve adjusting how the courtroom experience begins and how essential information is conveyed. Currently, explanations are complex and delivered orally to all parties as a group moments before they are sent to the adjacent room for JBA negotiation. Based on our research and observations, one option would be to build on the success of the courtroom navigator model by providing multiple trained individuals to perform intake at Landlord-Tenant court, particularly for landlords and tenants without attorneys. These individuals would check parties in, explain rights, obligations, and key legal concepts one-on-one, as well as what to expect during the court session, including the JBA process. This would help JBA negotiations move more quickly, because landlord attorneys leading those discussions would no longer be responsible for lengthy explanations.

Data suggest that tenants with legal representation are able to secure more advantageous outcomes, according to our analysis of JBAs in Philadelphia, interviews with attorneys for both sides, and national research. However, even prior to the COVID-19 pandemic, the number of tenants in eviction proceedings who qualify for legal assistance based on income (200% of poverty) under the new Right to Counsel program was likely to exceed the number of cases that current funding can support. The city could therefore focus representation resources on cases going into JBA discussions in which the landlord has an attorney, and could also consider expansion of the mediation program so that any case without attorneys for both parties (e.g., cases in which the landlord is represented but the tenant is not) would have a neutral mediator assigned. At the same time, expanded tenant access to non-legal support (which we expect will be less costly to the City of Philadelphia) in general, whether that is achieved through navigators/intake staff, housing/financial counselors, or some other sort of trained advocate would certainly be beneficial.

to ensure that tenants with filings know how and where to access counseling assistance (e.g., advising tenants that, perhaps, the Save Your Home Philly Hotline - <https://www.philalegal.org/saveyourhomephilly> is the portal into the system) and even providing daily listings to housing counselors for affirmative outreach. For a description of the foreclosure program and its performance, see: https://www.reinvestment.com/wp-content/uploads/2015/12/Foreclosure_Diversion_Initial_Report-Report_2011.pdf and <https://www.reinvestment.com/research-publications/philadelphia-residential-mortgage-foreclosure-diversion-program-report-of-findings-update-2014/>.

Seek State or Federal Loan Programs

During the last recession and housing crisis, the federal government created a financial assistance vehicle modeled loosely on Pennsylvania's Homeowners' Emergency Mortgage Assistance Program (HEMAP), called the Emergency Homeowners' Loan Program (EHLA). EHLA was a forgivable loan to homeowners with incomes up to 120% AMI who had experienced a more than 15% decline in income due to unemployment, underemployment, or illness. Counselors in Philadelphia's Foreclosure Diversion Program made extensive use of both EHLA and HEMAP. A federal government or state-led creation of EHLA 2.0 that would be targeted to renters and designed to move quickly (providing money within a week or two), could be a critical financial tool that would benefit both tenants and landlords. This assistance too should be coupled with a case ***withdrawal with prejudice*** rather than a ***JBA***.

Augment and Adjust Court Administration

Other administrative procedures could be adjusted with the aim of preserving the many generally accepted benefits of the JBA, but also addressing some of the oft-noted concerns. First, interviews showed that many tenants and unrepresented landlords do not understand the court process. The courtroom navigator model has been a relatively low-cost, low-barrier model for guiding parties through the day in court. An intake system pilot program at Landlord-Tenant court could be operated by a team of trained individuals, who could check parties in, explain rights, obligations, and key legal concepts one-on-one, as well as what to expect during the court session, including the JBA process. The common understanding of the process could result in more efficient JBA negotiations and court staff reviews of agreement terms.

A review of the court records shows that JBAs are not always marked satisfied, vacated, breached, or withdrawn. Tenants report that they have had to go to court to get JBAs marked satisfied, and this was corroborated by our observations in court. Landlord attorneys report that they rely on information provided by their client to officially satisfy or vacate a judgment – and it is not a top priority. These open judgments can impede the future housing prospects for tenants as they are reported in the nation's various tenant screening services. Accordingly, if there is no entry of a breach after a reasonable period (e.g., one year following a JBA entry), the court could implement a process to automatically mark that case as satisfied, vacated, or some other designation so that a judgment record where there was no breach will no longer be an obstacle to obtaining housing (or the costs associated with obtaining that housing). Alternatively, institute a process that will close out JBAs when appropriate, including the creation and enforcement penalties against landlords who fail to complete the necessary steps to satisfy or vacate a judgment once the tenant complies.

Pre-Filing Intervention

The city's Eviction Task Force emphasized the importance of interventions that take place before a court filing. They reasoned this would minimize impacts on all parties and reduce court caseloads. They further suggested that offering mediation before a court filing would increase the odds of achieving a mutually satisfactory agreement between parties, as there would be less time for back rent to add up or for relations to sour. Yet taking action prior to a filing has been challenging.

Philadelphia's Office of Community Empowerment and Opportunity (CEO) launched a small pre-filing mediation pilot program in 2019. Encouraging landlords to participate was difficult – the program completed only 2 of 10 targeted sessions over the course of 3 months. In Reinvestment Fund's survey and follow up interviews with landlords, most respondents reported that they already make informal attempts to resolve issues or create payment plans before filing a complaint with the court. Several landlords said they would be reluctant to engage in pre-filing mediation because it does not come with a strong enough enforcement mechanism – they said a court filing is sometimes the only way to get tenants to take the situation seriously.

As CEO and the Managing Director's Office work on the next phase of this effort, a larger and longer-term pilot program, combining pre-filing mediation with certain incentives, could be an effective way to increase participation. For example, the City could make access to new rental vouchers (ongoing "shallow" supplements or one-time payments) contingent on completing the program.²⁴ Also prior to filing, ongoing outreach and education efforts could more affirmatively highlight information about JBAs, including what to expect during a negotiation, the role of an attorney if present, what opportunities the JBA presents, and what happens after a JBA for tenants and landlords.

²⁴ Such vouchers would obviously help the tenant, but as is the case in the subsidized rental market, landlords benefit because a substantial portion of the rent is "guaranteed" by the voucher. Moreover, with the assistance of the voucher, the tenant is likely not to be cost-burdened and so the prospects for regular rent payment are better.

Appendix A: JBAs and Philadelphia Neighborhoods

As a share of all filings, JBAs were relatively common across most Philadelphia neighborhoods. (See Figure 1). While JBAs were generally not as concentrated in low-income and Black areas as eviction filings, they were more a more common result in census tracts where Black residents made up at least 80% of the population and where the median income was less than \$45,000. (See Table 1).

Reinvestment Fund is continuing to analyze the relationship of evictions, outcomes, race, and place.

Figure 10: Judgments by Agreement as Share of Eviction Filings in Philadelphia, 2017-2018

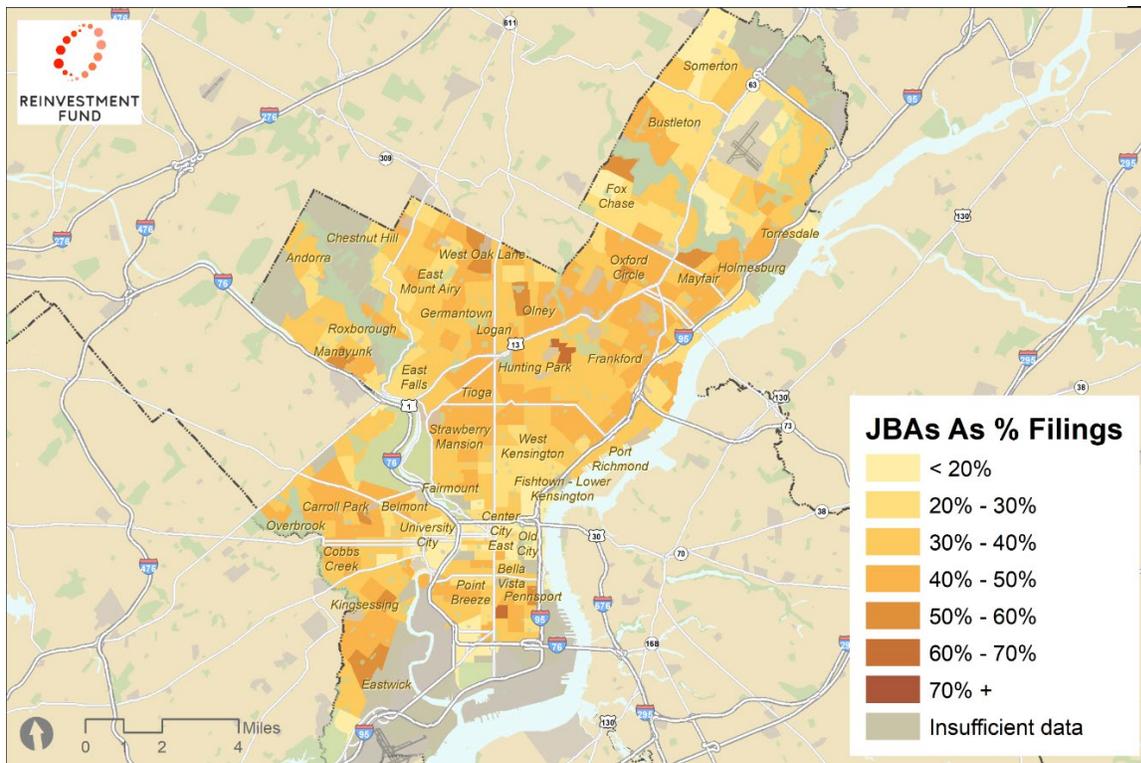


Table 2: Share of Filings with a JBA by Tract Race and Income, 2017-2018

Racial Makeup of Tract	% Cases in Tract with JBA	Median Household Income of Tract	% Cases in Tract with JBA
<10% Black	26.4%	<\$25k Income	38.7%
10-40% Black	35.3%	\$25k-45k Income	37.8%
40-80% Black	34.9%	\$45k-\$70k Income	31.0%
>80% Black	40.9%	>\$70k Income	23.1%

Appendix B: Noncompliance Script

Everyone who was handed a Notice of Noncompliance by one of the court officers, please come forward so that I can explain the notice to you. If you are a tenant, this notice was previously mailed to you by the court. If you are a landlord, you also previously received this notice.

You will see that there are four boxes on the notice that can be checked. Two of the boxes refer to rental licenses and two of the boxes refer to a certificate of rental suitability. City Council passed a series of laws requiring that most residential landlords obtain a rental license. The laws do not require that a landlord provide a copy of the applicable rental licenses to a tenant. The laws also require that most residential landlords obtain and **provide** to a tenant a certificate of rental suitability and good housing handbook.

If a landlord has never obtained a rental license or a certificate of rental suitability, the court is not permitted to enter an Order that permits a landlord to use lawful process to collect unpaid rent or to evict a tenant. Additionally, the court is not permitted to enter an Order that permits the landlord to use lawful process to collect unpaid rent for any period prior to the date on which the landlord obtained a rental license or certificate of rental suitability. For example, if a certificate of rental suitability or rental license was not obtained until March first, then the landlord may not recover unpaid rent for the month of January or February.

These four scenarios are represented on the Notice of Noncompliance and **may** be applicable depending on the box or boxes that are checked. I say **may** because the Notice of Noncompliance is only snapshot of what things looked like at the time that the landlord filed the landlord-tenant complaint. As we know, sometimes a snapshot is an accurate picture and sometimes it is not. For example, the landlord may have forgotten to bring a certificate of rental

suitability to court when the landlord-tenant complaint was filed or may have obtained a rental license after filing the landlord-tenant complaint.

Our court believes that a landlord-tenant relationship is like any relationship that you have in your life, such as your relationship with your friends, family and co-workers. You need to work on all of those relationships. A landlord-tenant relationship is no different. If you are here in court, it is likely that there is a problem with your landlord-tenant relationship.

Our court also believes that it is beneficial for both landlords and tenants if their relationship can be salvaged. If it can be salvaged, the landlord does not need to look for another tenant and the tenant does not need to look for another place to live. Therefore, if the landlord and the tenant are both present, we require that they attempt to see if their relationship can be salvaged through either negotiation or mediation as was previously described to you. If you are unable to reach an agreement, you will come before a judge for a trial and the judge will address the issues raised in the Notice of Noncompliance. If only the landlord or the tenant is present today, you will go before a judge who will address the issues raised by the Notice of Noncompliance and decide whether or not a default judgment should be entered.

Thank you for your attention. One of our court officers will now tell you where you should go.

Reinvestment Fund has published a range of reports addressing critical public policy issues. The highlighted reports below represent recent housing research projects. For details, please visit our Policy Publications site:

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