

Montgomery County

Tenants Work Group Report



March 2010

A Letter from the Chair

For thousands of people who live in Montgomery County, the need or choice to rent their homes is an important part of their quality of life.

Renting a home is often the only affordable option for young people newly on their own. For many people, renting a home provides flexibility and freedom from the issues associated with ownership. And for many older people, downsizing into a more carefree rental home is part of their retirement dream.

Whatever their reason, many Montgomery County residents are renters. In recent years, renters have identified a growing number of concerns that negatively impact their quality of life. Articulating these concerns to the County government and landlords has been difficult because, outside a limited role by County government, there is no formal, independent tenant advocacy entity to study, analyze problems, communicate effectively with landlords, or advocate for improvements.

In the summer of 2008, a committed and diverse group of Montgomery County renters, community organizations and officials came together to meet with County Executive Isiah Leggett to explore providing renters with an official forum to discuss and study issues unique to renters and to make specific recommendations to promote fair, affordable, and safe rental homes.

In October of 2008, Mr. Leggett appointed a group of diverse individuals and interests to address these issues on behalf of renters in the first-ever County Tenants Work Group (TWG).

TWG membership included several activists among renters in the community, including Maureen Ross, Felicia Eberling, Harrietta Kelly and myself. Alice Wilkerson, representing the office of State Senator Jamie Raskin, and Councilmember Marc Elrich designated to represent the County Council also participated. To ensure broad outreach to the County's largest ethnic communities, Mr. Leggett appointed Kim Propeak, Esq. and Guy Johnson, Esq., to represent CASA of Maryland, and Parag Kandhar, Esq., to represent the Asian and Pacific American Legal Resources Fund. Further, Mr. Leggett invited Dawn Wunderling, a property manager, and Lesa Hoover, Esq., from the Apartment and Office Building Association (AOBA), the major property owners' trade association, to join the group with their perspectives.

The County Executive was represented on the group by Special Assistant to the County Executive Chuck Short and Rick Nelson, Director of the Department of Housing and Community Affairs. The Tenant Work Group received expert staff support from Megan Moriarty and Ira Kowler from Impact Silver Spring and Patrice Cheatham and Valerie Johnson from the County government, along with Dale Tibbits and Debbie Spielberg from the Office of Councilmember Elrich.

While it is important to note that the Tenants Work Group was comprised of many different perspectives, it was substantially constituted to represent the interests of renters.

After a series of discussions to determine how best to approach the work ahead, the TWG tasked itself with the following mission:

- Accurately identify and quantify common and substantive problems confronting renters;
- Research best practices and successful tenant advocacy models in the region and the US
- Catalogue resources already available to renters across the nation;
- Review existing local and state codes with the intent of enhancing their effectiveness for protecting renters;
- Seek public input from a broad range of renters and other interested parties; and
- Identify potential solutions to challenges and problems.

To effectively carry out its mission, the TWG created four committees:

- Committee One was tasked with addressing tenant security and affordability;

- Committee Two examined issues surrounding code updates and enforcement;
- Committee Three explored landlord-tenant communication mechanisms and ongoing tenant advocacy in the County; and
- Committee Four looked at issues related to seniors and populations with special needs.

To better understand the concerns of renters, the TWG commissioned a formal renter survey conducted by Institute for Public Affairs and Civic Engagement (PACE) at Salisbury University under the oversight of Harry Basehart, Professor Emeritus of Political Science and senior adviser at PACE. The survey and its results are contained in this report.

Throughout the past year, the TWG has delved deeply into some of the core problems Montgomery County renters face. Bimonthly meetings were held at the County Executive's Office and they yielded extensive debates over the solutions found within this report. We heard from experts including Assistant County Attorney Nowelle Ghahhari, Esq., Division Chief of Housing and Code Enforcement Joe Giloley, Code Enforcement Manager Dan McHugh and Matthew Moore, Esq., a landlord attorney and chair of the County's Landlord/Tenant Commission.

In addition, the TWG reached out to County residents in a series of four public meetings held in Silver Spring (Briggs Chaney and Long Branch), Gaithersburg, and Rockville. Additional meetings were held at the Willow Manor at Colesville and Leafy House Senior Center in Silver Spring. A website was established to report meeting progress and receive input from interested residents.

As a result of this research, the TWG identified several significant challenges confronting renters in Montgomery County. They include:

- Concern over high rent increases;
- A feeling of insecurity - not knowing if their rental agreements are permanent or affordable;
- Fear of retaliation among some tenants for raising concerns or organizing other tenants; and
- Confusion over where to seek help and how to proceed with complaints and building issues.

The report makes clear the need for County tenants to be able to raise problems and complaints with their building owners and/or managers without fear of retaliation. It underscores the importance of assuring the renter population full participation in the community life of the county by identifying obstacles and urging remedies for fair and stable rental property business practices.

Finally, while this report identifies several substantial problems immediately facing renters, neither the report nor the work of the TWG is inclusive of all of renter/landlord issues at hand. Much work remains to be done.

The TWG offers herein a range of recommendations which we believe will improve current problems and inequities renters are facing and assure that the lifestyle of renting a home will continue to be an attractive and livable option. The recommendations that follow are the conclusions reached by the group. It should be noted that the County government representatives and property owner representatives abstained on voting either for or against the recommendations, while providing valuable contributions and perspectives to the process that led to them.

I extend thanks to County Executive Isiah Leggett on behalf of the work group for the opportunity to present this important work and for appointing this first-ever County Tenant Work Group. I am personally grateful to him, my colleagues on the TWG, the staff, and many others who have helped produce this report.



Matt Losak
Chair
Tenant Work Group

Table of Contents

Executive Summary

Affordability and Security.....	1
Code Updates, Enforcement and Compliance.....	3
Communication and Information.....	4
Tenant Advocacy.....	4

Tenants Work Group Report

Issue I

Affordability and Security of Rental Housing

<i>a. Rent increases: How are they tracked?.....</i>	<i>5</i>
<i>b. Addressing Rent Increases.....</i>	<i>6</i>
<i>c. Achieving Fair Rent Increases.....</i>	<i>9</i>
<i>d. Increased Costs for Month-to-Month Tenancies.....</i>	<i>10</i>
<i>e. Increased Cost of Rental Housing for Seniors.....</i>	<i>11</i>
<i>f. No-fault Evictions.....</i>	<i>11</i>
<i>g. Retaliatory Evictions.....</i>	<i>12</i>
<i>h. Tenants in Foreclosed Properties.....</i>	<i>14</i>
<i>i. Subletting for Early Lease Termination.....</i>	<i>15</i>
<i>j. Condominium Conversions.....</i>	<i>16</i>
<i>k. Return of Security Deposits.....</i>	<i>17</i>

Issue II

Code Enforcement and Complaints

<i>a. Building Code Inspection Policies.....</i>	<i>18</i>
<i>b. OLTA Complaint Structure/311 Service.....</i>	<i>19</i>

Issue III

Communication and Information

<i>a. Standard Leases.....</i>	<i>21</i>
<i>b. Landlord-Tenant Obligations.....</i>	<i>21</i>
<i>c. County Outreach Efforts.....</i>	<i>22</i>
<i>d. Language and Technology Access Concerns.....</i>	<i>24</i>

Issue IV

Tenant Advocacy

a. *Tenant Advocacy Organizations*.....26

Related Issues

Transit Oriented Development.....28

Energy-efficient Appliances.....28

Appendix A

Tenant Survey Results

Rental Information.....29

Rental Unit and Landlord Satisfaction30

Tenant-Landlord Rights & Responsibilities.....31

Issues Affecting Tenants32

Demographic Information.....33

Appendix B

Examples of Tenant Advocacy Structures.....36

Appendix C

Transit Oriented Development.....37

Appendix D

Office of Landlord-Tenant Affairs (OLTA) Process.....38

Appendix E

Language and Technology Access Issues.....39

Appendix F

Resources for Renters in Montgomery County.....40

Appendix G

Work Group Outreach.....42

Appendix H

Tenants Work Group Meeting Dates.....43

Executive Summary

While owning a home has long been seen as an integral part of “The American Dream,” the reality for thousands of Montgomery County residents is that renting a home is the most viable – and, in many cases, preferred – option for housing. This is particularly true for young people living on their own, for individuals and/or families who may be new to the area or may not have the finances required to purchase a home, and for senior citizens who have made the transition to rental living, among others who choose to rent.

The Montgomery County Tenants Work Group (TWG), appointed and first convened in 2008 by County Executive Isiah Leggett, recently completed a thorough review and analysis of the primary issues impacting renters in the community. In conducting its work, the group divided into four subcommittees and focused specifically on issues related to:

1. Affordability and security;
2. Code updates, enforcement and complaints;
3. Landlord-tenant communication and tenant advocacy;
4. Particular needs of senior citizens and special needs populations.

Among the group’s key findings and recommendations in each of these areas:

Issue I: Affordability and Security

1. Tenants, especially seniors and those with fixed or modest incomes, report that rents are increasing faster than the cost of living and outpacing their incomes. Rent increases are only tracked through an Annual Rental Facility Report produced by the County’s Department of Housing and Community Affairs, and this is based on results of a voluntary rent survey.

Recommendations:

- *Make the survey process mandatory and publish results into a verified and valid annual report, with detailed information that is easily accessible via the Internet and can be sorted in various ways.*

2. Montgomery County issues an annual Voluntary Rent Guideline, but as its title suggests, this endeavor is not mandatory. Owners may raise the rent each year by any amount, although they may only impose an increase once per year.

Recommendations:

- *Standardize County responses, with regard to the handling of all calls or communications regarding rent increases; and improve the requirement process that landlords must follow, with regard to rent increase notification.*

3. Tenants face annual rent increases that sometimes significantly exceed the voluntary rent guidelines.

Recommendations:

- *To maintain reasonable and predictable rent increases, the TWG recommends enactment of a rent stabilization law for Montgomery County, which would provide a fair rate of return for property owners and reasonable rent adjustments for tenants.*

4. Many tenants in Montgomery County express frustration about being forced at the end of their lease term to choose between either committing to a new year-long lease or having to pay higher monthly rent in exchange for going month-to-month on their rentals.

Recommendations:

- *Pass legislation to limit or ban rent surcharges for month-to-month tenants. To increase predictability for landlords regarding unit occupancy, month-to-month tenants under this law should be required to give at least two months' notice before vacating a unit and be fully liable for rent obligations during this period.*

5. Some tenants express concern that their landlords may choose to end the tenancy at the end of the lease term, without having to specify any rationale for the eviction.

Recommendations:

- *Pass a "just-cause" eviction law in Montgomery County, which would only allow for evictions for reasons that would be specified under the law, such as delinquent payment; criminal activity involving the tenant, on the property; substantial damage to the rental unit; or a move by the owner to permanently remove the unit from the rental market so they or a family member might occupy it.*

6. Some tenants indicated they were concerned that if they were to participate in or form tenants' associations and/or raise code enforcement or other issues regarding their rental units, they could be subject to reprisal, including eviction.

Recommendations:

- *To protect tenants' ability to lodge housing code complaints and to organize tenants' associations free from retaliation by landlords, the TWG urges the passage of retaliatory eviction legislation by Montgomery County.*

7. Once ownership transfers to a new party as the result of a foreclosure sale, the new owner is under no obligation to continue honoring existing rental leases for the property. Should the new owner choose to create a new lease with existing tenants on the property, the new owner is also under no obligation to grant tenants the same conditions as in the previous lease.

Recommendations:

- *Recently passed federal legislation (Helping Families Save Their Homes Act) adequately protects tenants living in foreclosed properties, but legislation should be enacted at the local level to ensure that these protections extend beyond the end of 2012, when the federal statute is set to expire).*

8. Tenants are displaced when rental buildings are converted to condominiums.

Recommendations:

- *The TWG recommends that a majority of tenants would need to vote to approve a condo conversion; that tenants should be provided with sufficient notice and detailed information about the conversion process; and that relocation assistance should be made available to a wider pool of tenants.*

9. According to the list of complaints filed with the Landlord-Tenant Commission, the highest number of complaints filed concern security deposits.

Recommendations:

- *Lease language should be clear about the use of the security deposit and the interest paid, and the law should be modified so that a tenant has a less cumbersome process for requesting to be present at the move-out inspection.*

Issue II: Code Updates, Enforcement and Compliance

1. Some apartment complexes have ongoing maintenance problems. Code inspectors inspect multifamily facilities every three years.

Recommendations:

- *Among a series of recommendations, the TWG concluded that buildings with ongoing maintenance problems should be moved to an annual inspection cycle and that owners of buildings with repeat violations should pay for the increased inspection schedule.*

2. Complaints seldom rise to the level of individuals filing a complaint and completing the process, resulting in a two-track process for complaints: informal and formal.

Recommendations:

- *Several recommendations have been offered to clarify and streamline the complaint-filing process, including a call for all information sources to clearly explain that landlords and tenants would not be required to file a formal complaint in order to access help for resolving an issue.*

3. State and County law require information that must be included in a lease. While Montgomery County has a model lease available, it is not required to be used by landlords and, often, not easily understood by the general public.

Recommendations:

- *Among a series of recommendations, the TWG calls for provision of a standard lease format and a Landlord-Tenant Handbook to be provided to all tenants.*

4. Some tenants have reported difficulty identifying someone who will assume responsibility to resolve their concerns. Other tenants have reported difficulty getting past the agent to reach the owner.

Recommendations:

- *Rental licenses should be clearly displayed with valid contact information and information should be provided in the Landlord-Tenant Handbook and on the County web site to clarify procedures regarding repairs.*

Issue III: Communication and Information

1. Montgomery County has a number of resources available for tenants, from both government and non-government organizations, but the information is often hard to find and there is no central source for accessing the information.

Recommendations:

- *The TWG makes several recommendations for better use, dissemination and translation of the Landlord-Tenant Handbook; and for better communication through use of the County's new, 311 information system. Also, for greater outreach via media outlets and community organizations.*

2. Renters in Montgomery County are culturally diverse. Although Montgomery County has some government programs of interest and applicability to tenants, communication about these programs to the diverse public is inconsistent.

Recommendations:

- *Montgomery County should vigorously promote equal access for tenants who are blind, deaf, or have limited language or technology access; and should convene a housing language access task force to address concerns and gaps with regard to reaching various populations.*

Issue IV: Tenant Advocacy

1. Although there are some groups that include some measure of tenants' rights and advocacy regarding tenant/landlord issues in the county, there is no existing county-wide advocacy or coordination structure.

Recommendations:

- *The County should provide leadership in forming a Tenant Advocacy (TA) structure funded by a landlord-tenant fee and it should exist independently from County government.*

TWG Report

Issues, Findings, and Recommendations

Issue I : Affordability and Security of Rental Housing

The most common feedback the TWG received from tenants regarded deep dissatisfaction with annual rent increases, which, according to their input, tend to be both unpredictable and too high.

a. Rent increases: How are they tracked?

Findings

Many tenants report that their rents are increasing faster than the cost of living or their own incomes.

The only information officially available to track rent increases in Montgomery County is the Annual Rental Facility Report, produced by the County's Department of Housing and Community Affairs (DHCA). This report is a summary of results from an annual survey sent to the management of all multifamily rental facilities with 12 or more units. Responses are voluntary. DHCA reports that 94 percent of landlords responded to the survey in 2009, representing 93 percent of the units in multifamily rental properties in the county.

The objective of the report and underlying data is to provide useful, factual information regarding the status of rent increases in the county. Close examination by the TWG reveals the following significant flaws in the survey and its data:

- 1) Reporting is a voluntary summary by landlords;
- 2) The accuracy of the data provided by the landlord is not independently verified; and
- 3) The data is overly aggregated and not available in useful alternative formats, such as by zip code.

To further explain the problem of the presentation of the data, the information as reported encompasses too large an area, such as "Germantown-Gaithersburg" or "Silver Spring-Takoma Park." In the case of the latter grouping, the information is particularly inaccurate because rents within the city limits of Takoma Park are stabilized by city law. These stabilized rents are mixed in with rents in downtown Silver Spring, where rents in some buildings have increased dramatically.

Furthermore, rent increases are not reported with both size of unit and area; the percentage rent increase is reported either by area (such as Bethesda-Chevy Chase, or Rockville) or by size of unit, as averaged across the entire county. For example, one cannot find the average rent increase for a 1-BR in Germantown-Gaithersburg; one can only find the average rent increase in Germantown-Gaithersburg OR the average rent increase for a 1-BR across the entire County.

In addition, the report includes insufficient information on potential sources of increases. For example, it is difficult to assess whether apartments that include utilities within their rent are experiencing higher increases, which might be linked to higher utility costs.

The Annual Rental Facility Report is important because it is considered an official document, and its contents are assumed to be accurate. It is used as an information source for public entities and other organizations. Staff from Montgomery County's Park and Planning office use the vacancy data from the report in preparing information for master plan reviews, which are the basis for major development decisions in the county. In fact, the report, while useful in its intention, may distort the facts regarding the state of rental housing and tenants in Montgomery County.

Recommendations:

1. The voluntary rent survey that forms the basis of the Annual Rental Facility Report should be replaced with a mandatory, verifiable and valid annual report;¹
2. The revised Annual Rental Facility Report should be easily accessible on the Internet; and
3. The revised Annual Rental Facility Report should provide information by zip code, with online access to sort by various criteria. The report should also identify regions of the county, such as the Silver Spring Central Business District (CBD), Long Branch, and the city of Rockville. The rent comparisons should also be grouped by unit size within each location.

b. Addressing rent increases

Findings

Montgomery County issues an annual Voluntary Rent Guideline but, as its title suggests, it is only a voluntary guideline. Owners may raise the rent as much as they choose.² Rental increases are limited to once per year.

When landlords increase the rent, they must give the tenant a notice that lists the percentage increase of the rent, the Voluntary Rent Guideline amount, and "a notice that the tenant may ask the Department to review any rent increase that the tenant considers excessive."³ The notice must be delivered at least 60 days prior to the increase.

¹ The most direct way to collect this information would be to require landlords to submit electronically the percentage rent increases by individual unit. As explained in section b, this information is already required to be provided to each tenant with the notice of a rent increase. This reported information would be accurate and could easily be sorted in different ways. The raw data should not be available publicly, but it would provide the basis for a reliable annual rental facility report. Some on the work group expressed concern that this option would be overly cumbersome for landlords; however, individuals with sufficient computer expertise have assured the work group that electronic filing could be designed to be straightforward and easy to use.

² Montgomery County briefly had mandatory rent guidelines in the late 1970s. Once they were removed in 1981, the voluntary rent guidelines were used.

³ This is the actual language from the County Code, MC Code Section 29-54(a)(4)

Tenants who find the rent increase to be excessive may:

- 1) Contact their landlord directly and attempt to negotiate a reduction in the increase;
- 2) Contact the Office of Landlord-Tenant Affairs (OLTA) and file a complaint of an excessive increase – however, the agency has no power to mandate an adjustment to the increase; and/or
- 3) May move to another apartment with more affordable rents – however, they have no assurance that they will not face high rent increases after their lease expires.

None of these actions assures tenants reasonable rent increases.

Contacting the DHCA's Office of Landlord Tenant Affairs:

The response to a tenant who chooses to contact the Office of Landlord-Tenant Affairs (OLTA) with regard to a rent increase may vary.

- 1) OLTA staff may explain that the tenant may file a complaint but also explain that there is no violation of the law, and therefore, the complaint will be referred to the Commission on Landlord-Tenant Affairs and rejected.
- 2) Some OLTA staff may offer advice on negotiating with a landlord to try to reduce the increase. OLTA staff may try to help negotiate with the landlord if they deem the rent to be excessive.
- 3) If a tenant decides to file a formal complaint, OLTA will contact the landlord and may encourage them to reduce the increase if they agree that it is excessive.

Record keeping at OLTA:

Records are not uniformly kept of calls to OLTA regarding 1) rent increases that do not result in a formal complaint filing; and 2) whether OLTA staff intervention helps reduce the rent and, if reduced, by how much.

These types of records could provide additional information beyond the Annual Rental Facility Report about tenants and rent increases. According to DHCA, procedures are being modified to establish a record of interactions regarding rent increases, both from informal contact and formal complaint filing.

Tenants report that, even with the required two months notice of a rent increase, they have insufficient time to negotiate with management and/or find an affordable alternative. Tenants who wish to move but can't do so within the two months may face even higher rents if they choose a "month-to-month" rental agreement. (For findings and recommendations about "month-to-month" rental agreements, see Issue I, section d of this report.)

Also, not all landlords correctly convey the information as required that tenants have the option of contacting the Office of Landlord-Tenant Affairs to review their rent increase. For example, one rent increase notice reviewed by the committee (from a company managing a large rental property) repeated the notice provision *verbatim* from the code. The notice provided by the landlord read as follows: "In accordance with Section 29-54(a)(4) of the Montgomery County Code, you may ask the Department to review any rent increase that you consider excessive." The notice never identified the "Department."

Determining the voluntary rent guideline:

The County's Voluntary Rent Guideline is the increase in the rental component of the Consumer Price Index (CPI) for the previous year for the Washington metropolitan area. The guideline for 2009, issued February 1, 2009, is 4.4 percent, which does not reflect the current economic downturn.

Using only the rental component of the area CPI risks creating a self-perpetuating cycle. Under this method, the guideline is determined based on increased costs for previous rentals, to determine appropriate future rental costs. An improved guideline should take into account more of the factors that measure cost-of-living increases.

Other jurisdictions use a variety of measures to determine voluntary or mandated rent increases that may provide a better reflection of current economic conditions.

For example:

- a.) **San Francisco's** rent increase for March 1, 2009, through February 28, 2010, is 2.2 percent; that number is 60 percent of the CPI for all consumers in the San Francisco Bay area.
- b.) **Berkeley's** "Annual General Adjustment" for 2009, was 2.7 percent, which is 65 percent of the CPI for all Urban Consumers in the Bay Area in fiscal year 2007.
- c.) **Takoma Park's** increase, effective July 1, 2009, is 0.4 percent, which is 100 percent of the change in CPI for all consumers in the Washington, D.C.-Baltimore area from March 2008-March 2009.
- d.) In **Montreal, Canada**, the general adjustment allowed is based on the type of heat used (electricity, gas, oil, or non-heated) plus changes in municipal and school taxes, major improvements, and overall operating expense.

Recommendations:

1. All County responses to calls regarding rent increases should be standardized. All calls received on this subject should be recorded.
2. Rent increase notices should state clearly who tenants may contact (with phone, address, website, and e-mail information) if they deem the rent increase to be excessive.
3. The formula for calculating the rent guidelines should be reviewed and potentially revised to provide a better standard for determining fair rental adjustments.
4. The required 60-day notice that landlords must give tenants regarding rent increases should be extended to 90 days.

c. Achieving fair rent increases

The one topic that TWG has heard from tenants most often – in forums, online, individually, and via written reports – is their ongoing concern and powerlessness over the unpredictability and magnitude of rent increases. As described above, tenants have no effective recourse to challenge increases, even “excessive” increases.

Findings

Tenants face annual rent increases that are sometimes significantly in excess of the voluntary rent guidelines. According to the current Renter Satisfaction Survey, 70 percent of renters surveyed said their rents were increased by at least four percent, while nearly 20 percent said their rents had increased more than eight percent (see Appendix A for full survey results).

Tenants report that the voluntary guidelines have little bearing on the actual annual rent increases they are experiencing. Increases appear to vary widely among apartment complexes on an annual basis, and even within individual complexes from year to year. Many tenants report that annual rent increases do not appear to be related to improved living conditions, code compliance efforts, or building costs.

Tenants who move for reasons of greater affordability report that they cannot anticipate remaining in a rental unit or complex for more than one or two years, due to the unpredictable nature of rent increases. More than 43 percent of renters in the Renter Satisfaction Survey reported that they are not confident that they will be able to afford to live in Montgomery County in the future.

Excessive rent increases especially imperil seniors⁴, the disabled, and individuals on fixed monthly incomes, as well as middle-income workers as these tenants’ incomes often do not rise at the same rate as housing costs.⁵

Some jurisdictions have implemented rent stabilization to maintain reasonable and predictable rent increases for tenants. Jurisdictions with rent stabilization laws include: Washington, D.C.; municipalities within New York State, including New York City; municipalities in California, including Berkeley, San Francisco, and Santa Monica; municipalities in New Jersey; and Takoma Park, Maryland.

Recommendations

To maintain reasonable and predictable rent increases, a rent stabilization law for Montgomery County should be enacted. This law should include provisions to provide a fair rate of return for property owners and reasonable rent adjustments for tenants. In addition, it should also include the following:

⁴ For more discussion focusing on seniors as tenants, see Issue 1, section e.

⁵ Montgomery County’s 2008 Self Sufficiency Standard is an indicator of the lowest acceptable amount of income to live in the county; it is used to show that federal poverty income guidelines do not reflect the high cost of food, housing and other basic costs. According to the report, a single adult at these guidelines (an annual income of \$32,803) would spend almost of half of his/her income on housing costs. An adult with one pre-school age child would need to earn \$56,570 to meet basic needs in the County; to be self-sufficient at that level, housing would be about \$1,496 per month.

1. A preamble describing why the law is being enacted and describing the conditions that make the rent stabilization necessary;
2. Specific language that identifies which types of units are covered; the legislation should be as comprehensive as possible. Mandatory registration for all rental units covered by rent stabilization;
3. Identification of the agency to be charged with the administration and enforcement of rent stabilization measures, such as a Rent Board or Office of Rent Administration;
4. The amount of permissible annual rent increases;
5. Allowance for renters to contribute reasonable additional payments beyond the cost of rent to cover the cost of unit improvement. These contributions should be time-limited, limited in quantity, and should not be added to the base rent;
6. Non-waiverable clauses so that tenants and landlords cannot “opt out” of the legislation;
7. Strong enforcement provisions; and
8. No vacancy decontrol.

d. Increased Costs for Month-to-Month Tenancies

Tenants in Montgomery County have repeatedly expressed their frustration at being forced at the end of their lease term to choose between either committing to a new year-long lease or having to pay higher monthly rent in exchange for going month-to-month on their rentals. A month-to-month tenancy occurs after the initial lease expires and the agreement is automatically renewed on a monthly basis.

Findings

Landlords have a business interest in keeping their units rented and so benefit financially from predictability in tenant turnover. Tenants in the general workforce are expected to be reasonably mobile in their pursuit of work and in the course of their employment. Accordingly, tenants may be served particularly well by the flexibility and lack of long-term commitment that are inherent in a month-to-month tenancy, as opposed to a longer-term lease. Tenants have indicated that month-to-month rents can be upwards of \$300 more expensive per month than rents under a fixed lease. This makes the greater flexibility of a month-to-month rental practically unavailable for a large number of renters, including many who are either unwilling or unable to complete a full lease term.

Recommendation:

Montgomery County should pass legislation limiting or banning rent surcharges for month-to-month tenants. To increase predictability for landlords regarding unit occupancy, month-to-month tenants under this law should be required to give at least two months' notice before vacating a unit and be fully liable for rent obligations during this period.

e. Increased Cost of Rental Housing for Seniors

Many adults 62 years of age and over in Montgomery County have expressed frustration and fear over the rising cost of rental housing. Seniors are among Montgomery County's most vulnerable renters. "The availability of economic resources (income and assets) is a critical factor for seniors influencing their ability to acquire goods and services that assist them in remaining healthy and independent in the community. Census data indicates that while many seniors are financially stable, there is significant variability in income which cuts across age, gender, disability status, race, and ethnicity. While many seniors are no longer paying mortgages, their incomes are fixed and they often do not possess sufficient reserves, in the event of emergencies."⁶

The Census Bureau uses 35 percent of total income devoted to housing as the threshold. Expenditures of a larger fraction of total income on housing would likely leave individuals vulnerable to insufficient funds for food, medical care, transportation and other critical needs.

Findings

Many seniors are spending upwards of 50 percent of their income for housing. The Census Bureau reported that renters over 75 years old and older were paying 50.9 percent of their income in the year 2000.⁷ This figure is steadily climbing as rents in senior buildings go up each year and incomes do not increase at the same level. Most seniors who rent in Montgomery County depend on Social Security to augment their income. Social Security announced in 2009 that at least for 2010, Social Security will not give an increase to retirees.

Data indicates that seniors are moving out of rental housing in the County. Renter advocates have been told that buildings designated for seniors over the age of 65 are showing a vacancy rate of from 10 to 15 percent while data from the Housing Opportunities Commission shows 7 percent. Seniors are leaving the county to live in lower-cost housing areas or to move in with family or friends. For many of these seniors, Montgomery County has been home for most of their adult lives. If they did not live in the county, they worked in the County. For many seniors, moving into senior living was thought to be permanent; moving was not an option until they could no longer afford the high cost of renting in the County.

f. No-fault Evictions

Some tenants are concerned that their landlords may choose to end the tenancy at the end of the lease term without having to specify any rationale for the eviction. Accordingly, tenants have no assurances that they will be able to continue living in their current dwelling into the future, regardless of their ability to pay rent and their adherence to lease requirements and the law.

⁶ "Imagining an Aging Future for Montgomery County, Md," pg. 30, Final Report of Phase I Planning Project, submitted to Montgomery County May 2007, Center for Productive Aging, Towson University, Towson, Maryland.

⁷ "Imagining an Aging Future..." p. 36

Findings

At the end of the lease term, landlords in Montgomery County can currently evict a tenant from an apartment for virtually any reason, provided adequate 60 days notice is given to the tenant, as required under law. Landlords are not currently required to specify why they are choosing to not renew a tenant's lease. Even tenants who have fulfilled all of their responsibilities under their lease may, nevertheless, face either the non-renewal of their lease or the termination of their lease.

Recommendation:

We recommend the passage of a just-cause eviction law in Montgomery County. Just-cause eviction laws, also known as "good-cause" eviction laws, balance the interests of landlord choice and tenant need for predictability by requiring landlords to articulate a specific reason for the termination of a tenancy. Absent a valid reason as enumerated in a local statute, the tenancy may continue. These reasons may include:

- Tenant is delinquent in rent payments;
- Tenant engages in criminal activity on the property;
- Tenant causes substantial damage to the unit; and/or
- Owner seeks to permanently remove the unit from the rental market and/or seeks to use the unit for the lodging or care of an immediate family member.

Just-cause eviction laws are currently enforced in the following jurisdictions, among others: Washington D.C., New York City, Los Angeles, Seattle, Chicago, San Francisco, and the states of New Jersey and New Hampshire.

g. Retaliatory Evictions

Some tenants are afraid that voicing their complaints regarding housing conditions to apartment complex management and to County officials and/or participating in tenants' associations, will result in retaliation, including rent increases and no-fault evictions.

The survey conducted for the Tenants Work Group indicated that 20 percent of tenants feared retaliation in communicating with their landlords and/or property managers about problems. Eighty percent, on the other hand, felt comfortable bringing issues to management's attention. While the 80 percent figure is heartening, no tenant should fear that raising problems with their owner and/or manager will result in retaliation.

Findings

Some tenants indicated they were concerned that if they were to participate in or form tenants' associations and/or raise code enforcement or other issues regarding their rental units, they could be subject to various kinds of reprisal, including eviction. "Retaliatory Eviction" refers to a landlord evicting a tenant because that tenant has complained about conditions in an apartment or apartment building, made complaints about housing code violations, complained about apartment management, or formed or joined a tenants association.

Under Maryland law, tenants claiming that they have been evicted in retaliation for asserting their rights as renters must prove that the landlord evicted them “solely” because the person exercised their rights as a tenant. In Montgomery County, landlords have to show only that they had other reasons for the eviction that were at least as important as their retaliatory motive. While this County statute represents a greater protection for tenants, in many cases, retaliatory evictions remain extremely difficult for tenants to prove.

A Real-Life Example of Retaliatory Eviction

George, a construction worker, had lived in the same apartment with his son and his wife for 16 years, sticking through difficult economic times, paying rent on time, and weathering various changes in property management. While the conditions in their apartment were never perfect, their home was both affordable and livable. When a new property manager started in 2007, however, things changed. Whereas previous managers had been attentive to property maintenance requests, the new manager was unresponsive. George and his fellow tenants complained about declining housing conditions, but to no avail. Leaks from old, rusted, broken pipes spread moisture and mold among apartments, the walls and ceilings of various units began to rot in chunks and fall away, and bedbug infestations spread. The arms of George’s wife were bitten by bedbugs, and became spotted with dozens of red sores.

With requests for repair falling on deaf ears, George, his wife, and a few fellow tenants began to visit other apartments in the complex. George and his fellow tenants circulated and signed a letter forming a tenants’ association and asking management to repair the most dangerous conditions.

Matters, however, quickly went from bad to worse. Soon after the formation of the tenant group, the property manager began to enter apartments unannounced. George, repeatedly threatened and verbally mistreated by the property manager, went to court to obtain a peace order. The tenants’ association continued to request a meeting with the property manager and the apartment owner, but was continually rebuffed. George and another tenant association leader shortly thereafter received notices to vacate their apartments.

Since he and the other tenants felt this was unjust, they challenged the notices in court. Before the judge, George gave evidence of the conditions in his apartment and of the steps he had taken to communicate these deficiencies to management in order to show he was effectively the victim of a retaliatory eviction. The attorney for the apartment owner said only that George was a month-to-month tenant, that the landlord wished to terminate George’s tenancy, and that proper and timely notice had been given.

The judge noted that for all of his 16 years in the apartment, George's original lease had expired years earlier. The judge evicted George, stating that while he had lived in the complex for many years, he was still only a month-to-month tenant. The judge noted that George had no legal protection against a landlord who had provided proper and timely notice and had at no time specifically, explicitly stated that he was ending the tenancy in direct retaliation for George's forming a tenants' association and complaining about housing code violations.

The vast majority of tenants in the tenants' association, like George, had lived in their apartments for several years. The landlord had a policy of not renewing leases because it was easier to remove month-to-month tenants than tenants under lease. Today, George and the tenants' association are gone; the property manager, apartment owner, and code violations remain.

Recommendation:

To protect tenants' ability to lodge housing code complaints and to organize tenants' associations free from retaliation by landlords, the TWG urges the passage of retaliatory eviction legislation by Montgomery County. This type of legislation would contain the following elements:

- A list of protected tenant activities, including: making a good faith complaint to a governmental authority regarding code violations or illegal landlord activity steps taken by a tenant to assert rights as a tenant under law and/or under lease and participating in and/or organizing a tenant' association;
- A list of prohibited "retaliatory" actions taken by landlords;
- A "rebuttable presumption" establishing that if a prohibited action is taken by a landlord within six months after a tenant engages in a protected activity, the burden is on the landlord to prove that the action was not taken with retaliatory motive;
- A list of specified penalties for a finding of retaliation by a landlord;
- Establishment of retaliatory eviction as an affirmative defense in an eviction proceeding;
- Establishment of retaliatory eviction as the basis for a civil suit, in which the aforementioned rebuttable presumption would not apply; and
- A requirement that landlords specifically state why a tenancy is not being renewed when the non-renewal comes after a month-to-month tenant has engaged in a protected activity.

h. Tenants in Foreclosed Properties

The group received reports of tenants unexpectedly losing their residence because the owner of their unit had been foreclosed against. In many cases, the new owners expedited the removal of current tenants—regardless of their tenancy history—in order to re-sell the unit. As the units remained on the market, they remained vacant. Many tenants do not currently understand that their leases effectively conclude with the foreclosure sale.

Findings

Once ownership transfers to a new party as the result of a foreclosure sale, the new owner is under no obligation to continue honoring existing rental leases for the property. Should the new owner choose to create a new lease with existing tenants on the property, the new owner is also under no obligation to grant tenants the same conditions as in the previous lease.

New owners not interested in continuing tenancies can go to court to effectuate the eviction of those tenants. Tenants are entitled to notification about the pending foreclosure of their property, notice about when the foreclosure sale is scheduled, notice about the scheduled eviction proceedings, and notice that an eviction has been granted. Tenants who are having a difficult time finding a new residence may ask the court for additional time in the unit, but the court retains full discretion regarding such extensions.

Many new owners also approach tenants with “buyout agreements” and/or “cash for keys” programs, under which the tenant is asked to accept money and willfully vacate the unit promptly so that court proceedings may be avoided. These agreements may include waivers of legal claims against the new or previous owner, including claims for the return of a security deposit, as well as for any recovery for utility shutoffs, maintenance disrepair and code violations.

Even if tenants are required to vacate the premises following a foreclosure sale, they may still have rights within the law against the original owner of the property. A tenant in these cases may file suit against the original owner for failure to provide the unit for the full lease term, is entitled to return of the security deposit on the unit, and may also ask the court for remuneration for expenses associated with searching for a new apartment. These may include moving costs, application fees, and any difference in price between the old unit and a new apartment of comparable quality.

Recommendation:

Recently passed federal legislation (Helping Families Save Their Homes Act) adequately protects tenants living in foreclosed properties, but legislation should be enacted at the local level to ensure that these protections extend beyond the end of 2012, when the federal statute is set to expire.

i. Subletting for Early Lease Termination

Tenants who need to terminate their tenancy before the end of the lease are concerned that management may not accept a suitable substitute tenant that they find to replace them.

Findings

There appears to be a good deal of miscommunication between landlords and tenants regarding what constitutes a desirable tenant. Tenants who prematurely terminate their tenancy under their lease may try to find an acceptable tenant to sublet the unit through the end of the lease. Despite those efforts, landlords are not, in most cases, under any requirement to accept the identified replacements. If the tenant's identified replacement is rejected by the landlord, then the tenant may be held liable for the rent through the remainder of the lease.

Recommendations:

The TWG recommends that County law standardize a reasonable process for subletting, including criteria for an adequate substitute tenant. These criteria should be included in the standard lease.

j. Condominium Conversions

Tenants are displaced when rental buildings are converted to condominiums.

Findings

State and County law outline steps that need to be taken when a property owner decides to convert a rental building to a condominium. Those steps include notification procedures, rights of first refusal, opportunities for extended leases, and payment for moving expenses.

Montgomery County (via DHCA) and the Housing Opportunities Commission (HOC) have the right of first refusal to purchase a rental housing property after the owner has entered into a bona fide contract of sale. DHCA and HOC each have 60 days to match the contract and an additional 120 days to purchase the building.

A tenant organization also has the right of first refusal, – and they must respond within 90 days. Tenants often find the process overwhelming and are ill-equipped to assess their choices. Tenants have reported that they have difficulty finding a source that can advise them on their choices and options.

Legislation proposing that 51 percent of tenants must approve a condo conversion has been introduced in the state legislature previously: House Bill 833 – Montgomery County – Condominium Conversions – Tenant Vote. (MC delegation, 2008) The bill recognized and declared a rental housing emergency and would require a vote by the tenants to approve or reject a proposal before allowing a conversion of rental housing to condominiums. Washington, D.C. law requires that 51 percent of eligible tenants must approve a conversion.⁸

⁸ DC code – Title 42, subtitle VII, Chapter 34, Subchapter II, section 3.

Recommendations:

1. A majority of the tenants (51 percent) must vote to approve a condo conversion.
2. Tenants must be given clear information about the condo conversion process and law. The condo conversion handbook should be thoroughly reviewed for accuracy. The handbook should:
 - clearly outline options available to tenants;
 - include resources that can provide guidance for tenant organizations that choose to exercise the option to buy the building. Identified resource organizations need to be experienced and skilled in this area. A tenant advocacy organization (see Issue IV, section a for TWG recommendation) should be the resource clearinghouse for information.
 - include information about moving assistance (if any exists) and apartment-search help;
 - list resources to help with financial counseling if they want to consider purchasing a condo unit.
3. The condo conversion handbook should be required to be distributed to tenants at the same time that a Notice of Intent to Convert to Condominiums (NICC) is issued.
4. Relocation assistance should be available to a wider pool of tenants. The amount allocated for moving expenses should be increased and indexed for inflation.

k. Return of Security Deposits

When and how should a security deposit be returned?

Findings

According to the list of complaints filed with the Landlord-Tenant Commission, the highest number of complaints filed concern security deposits. Many of the complaints involve single-family residences. Two of the common issues are as follows:

- Tenants erroneously believe they can use the security deposit as the last month's rent;
- Landlords deduct some/all from the deposit for repairs that the tenant doesn't think he/she is liable for.

DHCA has developed a "wear and tear" booklet for landlords and tenants in an attempt to clarify some of the issues most often in dispute. Current law requires that the tenant notify the landlord by certified mail if he/she wants to be present at the inspection. [State Code -8-203.1] A landlord is required to inform the tenant of the inspection "in writing". It is reported that most large multi-family units do not require large security deposits unless credit worthiness of a particular tenant is an issue.

Recommendations:

1. Lease language should be clear about the use of the security deposit and the interest paid. The sample lease includes language regarding security deposits, but it is not easily understandable and should be clarified.
2. The law should be modified so that a tenant has a less cumbersome alternative to certified mail in order to request to be present at the move-out inspection.

Issue II: Code Enforcement and Complaints

a. Building Code Inspection Policies

Ensuring the maintenance of quality affordable rental housing.

Findings

Some apartment complexes have ongoing maintenance problems. Code inspectors inspect multifamily facilities every three years. The inspections range from 10 to 100 percent of the units, and all common areas are inspected. Code inspectors generally inspect buildings in response to requests, which can be made anonymously. However, many tenants are unaware of this option or are unwilling to request the additional inspections for fear that the landlord will know who requested the inspection and retaliate.

DHCA staff report that inspections are every three years, unless they receive a large number of complaints about the building or if the inspection staff feel that a more frequent inspection is required. Code violations and complaints can be reviewed on a public web site: eProperty Data Mining. If a tenant has reported a repair need to management and it has not been addressed, a tenant may contact DHCA. According to DHCA staff, if DHCA is involved, and the violation is not a life safety issue, then it should be resolved within 30 days.

Recommendations

1. Buildings should be inspected every year. Buildings that do not have a history of substantial violations should be inspected every three years. Buildings with repeated violations should continue to be inspected every year. Every three years, inspections of those buildings should include 100 percent of the units.
2. Owners of buildings with repeat violations should pay for the increased inspection schedule.
3. Tenants should be notified in advance of upcoming inspections so that they may submit requests anonymously for certain areas or units to be inspected. Landlords should not be told if there were anonymous requests for inspections.
4. Tenants should have the right to grant access to an inspector to enter a unit if the tenant will not be home. Tenants should be given reasonable accommodation to be present when the inspection will occur.
5. The Landlord-Tenant Handbook should be clearer about when and how code enforcement staff can be contacted. It should also make clear that the caller may remain anonymous.

6. Code enforcement staff should have the flexibility to conduct inspections on evenings or weekends without a specified emergency. Sometimes, some of the possible violations are more apparent evenings or weekends. An after-hours phone number should be available for emergencies.
7. DHCA should develop a new procedure to allow tenants to make repairs and deduct the cost from the next month's rent in the case that landlords do not make necessary repairs for a code violation after a specified amount of time.

b. OLTA Complaint Structure/311 Service

At times, tenants and the landlord/property manager may come to an impasse over how to resolve issues. Current County law provides tenants and landlords with the option of contacting the Department of Housing and Community Affairs' Office of Landlord Tenant Affairs (OLTA). Generally, a caller to OLTA is directed to file a complaint and then a procedure follows from the filing. Some tenants with complaints or concerns are fearful of a formal, legal process. They would like some assistance with their concerns without necessarily having to file a complaint.

Findings

According to OLTA, complaints seldom rise to the level of individuals filing a complaint and going through the entire process. Consequently, a two-track process has emerged: informal and formal.

Under the informal process, OLTA may provide information or make phone calls on behalf of the caller and resolve an issue before a complaint is ever filed. These situations are not documented. A formal process begins once a complaint is filed. This process may be resolved at various points. The entire process is explained in Appendix D.

Complaint resolutions according to OLTA:

1. Often an issue is resolved after a complaint is filed, but before the complaint goes through a formal hearing process. Ninety-seven percent of complaints are resolved at conciliation meetings, or even before they were to take place (for more information about this process, see Appendix D).
2. About 40 cases a year are referred to the Commission on Landlord/Tenant Affairs. (These are the ones that have gone all the way through the complaint process.) About half of those do not have a hearing. About half of the remaining are resolved before the hearing, which leaves about 10-12 decisions that are issued each year. Those decisions are available for review on the website.

The TWG heard from tenants who have expressed concern about filing a complaint with the Landlord-Tenant staff for fear of retaliation from or by their landlord.

The TWG heard from a Commission representative who explained that current ethics regulations require Commission members to recuse themselves from any matter where they may have a conflict of interest.

Recommendations

1. All information sources—including the website, the Landlord-Tenant Handbook, and phone conversations—need to clarify that landlords and tenants may not be required to file a formal complaint in order to get help with resolving an issue.
2. Within practicable limits, exceptions should be allowed to the standard practice of sending copies of complaints from tenants to the landlord. OLTA staff should offer this option to callers and the Landlord-Tenant handbook should explain this option, with the disclaimer that some issues may not be able to be addressed without identifying the tenant or unit number.
3. As part of the County's new 311 phone and online information and service request system, all complaints should be given an identification number, so that the caller can follow up and complaints can be tracked. (For another recommendation regarding the 311 system, see Issue III, Section C recommendations.)
4. Records should be kept of all calls, including those resolved before a formal complaint is filled.
5. The handbook should include an area for a communication log to track contact with management.
6. It should be explicitly stated on the website and other documents detailing the work of the Landlord-Tenant Commission that members of the Commission must recuse themselves from any case where they may have a conflict of interest.

Issue III: Communication and Information

a. Standard Leases

Leases are complex legal documents. The TWG explored ways to simplify and standardize these documents.

Findings

State and County law require information that must be included in a lease. Montgomery County has a model lease available, but it is not required to be used by landlords. This model lease is not easily understood by the general public.

Recommendations

1. A standard lease should be required and written in plain language. Addenda may be added, as needed. If addenda are included, then tenants have two business days after signing to back out of the lease. That information should be included in the standard lease.
2. The standard lease should include a preamble with major tenant and landlord rights and obligations clearly described.
3. Any supplemental fees should be clearly enumerated in the lease.
4. Tenants should have 30 days after signing a lease to change from a one-year to a two-year, or vice-versa.
5. A two-year lease should be offered at every lease renewal.
6. The availability of DHCA's "Wear and Tear" handbook should be referenced in the lease.
7. The Landlord-Tenant Handbook should be given out to each new tenant. A modest increase to the licensing fee could be used to fund printing costs.
8. The handbook should clarify appropriate uses of fees by landlords.
9. Translations of the model lease and other documents should be made available in the most commonly spoken languages in the county on the DHCA website and for distribution throughout the county.

b. Landlord-Tenant Obligations

Some tenants find that the on-site management is not sufficiently responsive to their concerns. Others find that the landlords (whether they are on-site, local or distant) are not responsive.

Findings

Some tenants have reported difficulty identifying someone who will assume responsibility to resolve their concerns. Other tenants have reported difficulty getting past the agent to reach the owner.

The code specifies that a license must be displayed on the premises. The license has a contact with a name and physical address, but no phone number. No licenses are required to be posted for single-family rentals.

Some tenants also report that they do not know when and how repairs must be made and what types of responses are appropriate. According to DHCA staff, it is best practice to advise management of issues and allow them a reasonable time before reporting them to DHCA.

Recommendations

1. The license that is displayed should include a working telephone contact number. That number should also be included in the lease. The Landlord-Tenant Handbook and the website should provide guidance on how to identify the property owner/responsible party.
2. The Landlord-Tenant Handbook and DHCA's website should clarify procedures regarding repairs.
3. The Landlord-Tenant Web page should be referenced on the Office of Consumer Protection website.

c. County Outreach Efforts

While the current laws and policies in Montgomery County must be reviewed and improved, communication of current information and changes in laws, rights, and responsibilities must be better communicated to the County's renters and landlords.

Findings

Montgomery County has some resources available for tenants. These resources come from local government sources and non-government organizations. However, information is often hard to find, with organization and centralization as key issues. In addition, information is seldom if ever available in languages other than English, making it difficult for limited English proficient (LEP) or non-English proficient (NEP) tenants to understand their rights or know where to get assistance.

The limited existing help available to address excessive rent increases is not conveyed well. The County's website does not provide much information on the issue of rent increases. One document on DHCA's website "Rent increases – Tips for Tenants" advises tenants to research market rates if they need to negotiate with landlords about a rent increase, but it gives very little guidance on how to do so.

Even though the County has some publications and resources that it has created for tenants, our survey results, public meetings and individual interviews with renters across the County have demonstrated that few residents have seen or utilized these resources. Governmental assistance cannot help tenants if they do not know it exists. This issue came up repeatedly, but it is even more critical for renters who do not have access to the Internet (the digital divide for seniors, the poor, the blind, and immigrants is well-documented), are not literate, or are limited English proficient (LEP) and non-English proficient (NEP).

Communicating with Tenants

The Takoma Park newsletter has a "Housing Mailbox" column each month. The column addresses a variety of questions raised by tenants and landlords, and the responses are usually written by the Landlord-Tenant Coordinator.

The questions cover a wide range of issues and have included the following:

1. What does a tenant do if shortly after moving into an apartment, he/she discovered that a number of repairs are needed, and the tenant doesn't want to be held liable for these problems?
2. Is a notice required to enter a tenant's apartment for repairs?
3. A landlord wanted to know if he could remove high-energy using air conditioners with better ones and charge the tenants a fee for the change.
4. What are the requirements regarding heat in an apartment building?
5. If a tenant does not give 30-day notice of intent to vacate, will he/she lose some of his/her security deposit?

The Takoma Park Newsletter is published 12 times a year as the official publication of the City of Takoma Park. Copies of the newsletter dating back to 2004 are available on the City's website.

Recommendations

Montgomery County must improve upon and expand existing efforts to educate tenants and landlords about their respective rights and obligations.

1. The Landlord-Tenant Handbook should include public and private resources for renters.
2. The Landlord-Tenant Handbook and other resource lists should be translated and made available in the most commonly spoken languages in the county.

3. 311 Service—Information for tenants and landlords should be integrated into the County’s planned central 311 system.
4. Copies of the Landlord Tenant Handbook should be made available through the County libraries, housing agencies, Health and Human Services offices, and other County agencies that have significant public contact.
5. Information on County websites should be reviewed to be more user-friendly. For example, the “Rent increases – Tips for Tenants” on DHCA’s website should outline options available and refer tenants to the (revised) Annual Rental Facility report to identify comparable units.
6. Outreach—County housing agencies should engage in sustained outreach efforts, in collaboration with community-based organizations to educate tenants about their rights and applicable County laws.
 - a. The Office of Landlord Tenant Affairs should work with each County Regional Services Center to conduct at least one scheduled and publicized renters meeting per year.
 - b. Efforts may include creating informational public access television programming, through free or low-cost resources such as Access Montgomery, regular programs or dedicated space for housing information at the County libraries, radio programs, and podcasts. Any programming could also be uploaded onto various County websites.
 - c. Staff from housing agencies and community-based organizations may author short articles on tenant and landlord issues for local papers such as The Gazette and ethnic community media that reach the large immigrant communities in the County.
 - d. County agencies and community-based groups should collaborate on programming such as “housing information fairs” or booths at various existing community events, to ensure that residents have access to critical housing information and resources.
 - e. Specific outreach and education should target the frontline staff at non-profit and government agencies with high levels of public contact who might not be familiar with housing programs and rights.

d. Language and Technology Access Concerns

The County must ensure access to information, resources, and government services for all residents. Language access for limited English proficient (LEP) and non-English proficient (NEP) tenants in the county should be continuously assessed.

Findings

Renters in Montgomery County are culturally diverse. Although Montgomery County has some government programs of interest and applicability to tenants, communication about these programs to the diverse public is inconsistent. For example, the Housing Opportunities Commission (HOC) sends out a detailed email to its e-mail list daily; however, the same level of information is not available for individuals who do not use email or the Internet as a primary source for information. This includes individuals without regular Internet access at home (disproportionately, seniors and the poor) and those who cannot read or speak English well or at all. Both tenants and landlords who do not speak English well reported that they had difficulty finding information about housing programs, including their rights and responsibilities. Bilingual staff and interpretation services appear minimal in the two primary County agencies for tenants – DHCA and HOC. Availability of printed information and interpreters for non-Spanish speakers of other languages, including African and Asian immigrants, is even more scarce.

County agencies often rely on ad hoc assistance from non-governmental organizations. Social service providers at community-based agencies described repeated instances where a government agency, such as HOC, would call to request staff to interpret for a walk-in client/customer. Despite the lack of advance notice and their own work demands, the staff do not feel comfortable denying these requests (due to the desire to maintain a good relationship with the County and to provide an important unmet need). These frequent requests burden small non-profits and relieve government agencies of their obligation to better serve LEP/NEP clients.

Recommendations:

- 1) Montgomery County should vigorously promote equal access for tenants who are blind, deaf, or have limited language or technology access.
 - 2) The County should convene a housing language access task force comprised of relevant stakeholders (i.e. managers from agencies serving renters and landlords, nonprofit staff, and county residents) to:
 - a) Identify concerns;
 - b) Collaborate on innovative initiatives to ensure equal access, and
 - c) Create short and long-term goals for the County in language access.
 - 3) Data should be collected regarding the languages spoken by callers and visitors, and interpretation and translation requests; and
 - 4) County housing agencies should include a standard line item for translation and interpretation in all budget requests from Federal funding sources (including Community Development Block Grants and other HUD funding streams).
- (See appendix E for more information on language access)

Issue IV: Tenant Advocacy

a. Tenant Advocacy Organizations

While the tenant population in Montgomery County includes more than 80,000 rental units, advocacy organizations—including tenant’s associations at the building level and tenant advocacy organizations county-wide—remain underdeveloped or non-existent.

Findings

Although there are some groups that include some measure of tenants’ rights and advocacy regarding tenant/landlord issues in the county, there is no existing county-wide advocacy or coordination structure. Without something in place, renters face two significant disadvantages: 1) Tenants do not have a structure to balance the organized representation of landlords in the County and State; and 2) There is no entity that can carry forward the work and follow-through on the recommendations of this Tenants Work Group. The TWG researched possible county-wide tenant advocacy structures. Many tenant advocacy organizations exist across the United States, including governmental, non-profit, and coalition-based models. A fuller description is available in Appendix B.

Recommendations

1. The County should provide leadership in forming a Tenant Advocacy (TA) structure funded by a landlord-tenant fee.
2. The Tenant Advocacy structure should exist independently from County government. The mission of the TA organization should include:
 - Work and coordinate with government agencies to ensure that tenants have access to relevant information about their rights, and to support renters trying to understand their rights and responsibilities;
 - Provide a strong advocacy voice for renters;
 - Promote constructive dialogue between landlords and tenants;
 - Support and facilitate the development of tenant organizations in rental housing; and
 - Support sustained outreach to renters throughout the County.
3. In addition, as evident from some jurisdictions in the area and around the nation, there are various roles that existing government agencies can play to ensure that tenants have access to information and can exercise their rights within the County:
 - Dedicated County staff members who can facilitate information-sharing with community-based agencies and other stakeholders would create a critical complement to any non-governmental tenant advocacy structure that is created.

- Landlord/Tenant Resource Center—The TWG recommends the creation of some kind of a landlord-tenant resource center in Montgomery County District Court. This could be a useful role for the County to coordinate with private bar associations. A similar resource was created for the D.C. housing court to provide free advice and information to tenants and landlords who do not have lawyers.
- The Office of Landlord/Tenant Affairs—The TWG recommends that the Office of Landlord/Tenant Affairs is restructured (and possibly renamed), and that its role is very clearly defined, perhaps in a way similar to the Office of the Tenant Advocate in D.C. The changes in this office should not affect the ability of tenants to access any other remedies or assistance. In addition, this new version of OLTA could expand existing DHCA grants to community-based organizations that provide legal services and housing counseling to tenants and special populations, such as seniors, the disabled, domestic violence survivors, and immigrants.
- The County should support the convening of existing non-profit and informal groups that currently work on tenant advocacy issues in the county to promote tenant coordination and collaboration. This group can also research best practices regarding improving relationships between landlords and tenants.

Related Issues

As part of the committee structure, the TWG investigated and discussed numerous issues of concern to renters. While most are enumerated above, certain ones did not result in a specific recommendation by the TWG. However, they still warrant mention and future attention.

1. Transit Oriented Development

Tenants are concerned that planned construction of the Metro Purple Line and the growing emphasis on increased transit-oriented development will result in much higher rents and displacement of longtime community residents.

Findings

Transit-oriented development refers to mixed-use commercial and residential zones that are pedestrian-friendly and centered around mass transit hubs such as subway stations and bus depots. In addition to other factors, the impact on affordable housing and existing communities should be considered. Historically, this type of development has led to rapid increases in rent, tenant displacement, and dramatic community change. The Affordable Housing Task Force addressed this issue in its final report as well. For more information on how to mitigate the higher rents that may accompany transit-oriented development, see Appendix C.

Recommendation:

The TWG recommends that this issue be closely monitored in coordination with other affordable housing advocates. The tenant advocacy organization (the establishment of which is recommended in this report) would be the appropriate lead group for this issue.

2. Energy-efficient Appliances

Some tenants do not benefit from policies and practices designed to reduce energy use and costs.

Findings

In many units, tenants pay for utilities separately from their rent. According to the tenant survey, 69 percent of renters pay separately for at least some utilities. However, they do not pay for the appliances they use; the cost of those units is incorporated into the monthly rent. The landlord does not have a financial incentive to replace functioning, high-energy using appliances with more energy-efficient ones if the tenant pays for the utilities associated with that appliance. These utility charges can be quite high, especially for certain appliances, such as heating and cooling units, refrigerators and dishwashers.

Recommendation:

This issue should be examined and a proposal should be offered to provide incentives for landlords to install energy-efficient appliances in units where tenants pay for utilities, in addition to monthly rent.

Appendix A

MONTGOMERY COUNTY RENTAL SATISFACTION SURVEY

Final TOPLINE

August-October 2009

N=588 Montgomery County tenants

(509 mail questionnaires and 79 online.)

Note: All numbers below are percentages. Some columns may not total 100% due to rounding or questions that allowed more than one response. Percentages are calculated on the N reported after each question, which is minus no responses. In addition, percentages in [] are calculated excluding No Opinion responses.

Rental Information

Q.1. How much is the total monthly rent for your unit? (N=586)

1. Less than \$1,000	19.6
2. \$1,000-\$1,500	46.8
3. \$1,501-\$1,750	16.6
4. \$1,751-\$2,000	7.0
5. \$2,000+	10.1

Q.2a. In addition to rent, do you pay monthly for utilities? (N=585)

1. No	30.8
2. Yes	69.2

Q.2b. If you answered yes above, which of the following utilities to you pay for?

(Fill in all that apply.)* (N=404)

1. Electric	25.5
2. Gas/oil	.5
3. Water/sewer	1.2
4. Electric and Gas/oil	14.6
5. Electric and Water/sewer	19.3
6. Gas/oil and Water/sewer	.2
7. All three	38.6

*Categories 4, 5, 6, and 7 were created during data entry to accommodate respondents who selected two or more categories.

Q.3a. How long have you lived in your current rental? (N=585)

1. Less than 1 year	17.4
2. 1-2 years	26.0
3. 3-5 years	27.2
4. 6-9 years	10.4
5. 10 years+	19.0

Q.3b. How many times has your rent increased in your current rental (within the past five years)? (N=572)

1. Never	25.5
2. 1-2 times	32.2
3. 3-4 times	21.0
4. 5 times	14.5
4. 6+ times	6.8

Q.3c. If you answered that your rent increased one time or more, how much was your average annual rent increase? (N=404)

1. 0%-3%	29.0
2. 4%-7%	51.7
3. 8%-12%	14.1
4. 13% to 15%	2.5
5. 16% or more	2.7

Q.4. Prior to your current rental, did you rent in Montgomery County? (N=582)

1. No	49.7
2. Yes	50.3

Please indicate your agreement/disagreement with the statement below by filling in one of the responses.

Q.5. Looking ahead five years from now, I expect that I can continue to afford to pay my rent and live in my current rental. (N=570)

1. Strongly Agree	14.7	[17.3]
2. Agree	27.4	[32.2]
3. Disagree	23.0	[27.0]
4. Strongly Disagree	20.0	[23.5]
5. No Opinion	14.9	-

(N= 485)

Rental Unit and Landlord Satisfaction

A scale (1-Very Satisfied through 4-Very Dissatisfied) is used to answer questions 6 and 7. Please circle a number that best represents your response.

Q.6. Overall, how satisfied are you with...

	Very Satisfied 1	Satisfied 2	Dissatisfied 3	Very Dissatisfied 4	No Opinion 5
Q.6a. Your unit	22.9 [24.1]	34.8 [36.4]	25.2 [26.4]	12.5 [13.1]	4.6 (N=584) - (N=557)
Q.6b. Your property/ building	23.1 [24.3]	33.3 [35.1]	25.5 [26.9]	13.0 [13.7]	5.2 (N=577) - (N=547)
Q.6c. Your neighborhood	32.8 [35.5]	29.3 [31.7]	18.4 [19.9]	12.0 [12.9]	7.6 (N=577) - (N=533)
Q.6d. Your landlord/ property manager	27.4 [30.1]	26.8 [29.5]	20.2 [22.2]	16.6 [18.2]	9.1 (N=574) - (N=522)

Q.7. How safe do you feel from crime in...

	Very Safe 1	Safe 2	Unsafe 3	Very Unsafe 4	No Opinion 5
Q.7a. Your property/ building	30.6 [32.7]	32.5 [34.7]	19.3 [20.6]	11.4 [12.1]	6.2 (N=581) - (N=545)

Q.7b. Your parking area/ exterior building surroundings	25.8 [27.3]	31.3 [33.1]	23.8 [25.1]	13.8 [14.5]	5.3 (N=581) - (N=550)
---------------------------------------------------------------	----------------	----------------	----------------	----------------	--------------------------

Q.7c. Your neighborhood	24.2 [25.5]	35.3 [37.2]	21.4 [22.6]	14.1 [14.8]	5.0 (N=583) - (N= 554)
-------------------------	----------------	----------------	----------------	----------------	---------------------------

Please indicate your agreement/disagreement with the statement below by filling in one of the responses.

Q.8. I am comfortable approaching my landlord/property manager with questions or concerns.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
35.8 [37.7]	45.5 [47.9]	9.4 [9.9]	4.3 [4.5]	5.1 (N=587) - (N=557)

Q.9. My property manager/landlord is responsive to my questions and concerns.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
26.1 [28.0]	45.6 [49.0]	14.9 [16.0]	6.5 [7.0]	6.9 (N=583) - (N=543)

Q.10. I have not raised concerns, asked questions or complained about a problem to my landlord/property manager for fear of retaliation.

Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
7.2 [8.0]	12.7 [14.2]	30.5 [33.9]	39.4 [43.9]	0.2 (N=581) - (N=522)

Tenant-Landlord Rights & Responsibilities

Q.11. Are you aware of the following Montgomery County Department of Housing and Community Affairs resources:

Q.11a. Landlord Tenant handbook? (N=569)

1. No	60.1
2. Yes	39.9

Q.11b. Office of Landlord Tenant Affairs? (N=564)

1. No	61.7
2. Yes	38.3

Q.11c. Commission on Landlord Tenant Affairs, which oversees landlord tenant complaints? (N=564)

1. No	70.7
2. Yes	29.3

Q.11d. Housing code enforcement investigators who investigate complaints about code violations and perform routine inspections? (N=561)

- 1. No 59.4
- 2. Yes 40.6

Q.12a. Have you personally had an experience that required you to contact the Montgomery County Office of Landlord Tenant Affairs to resolve a problem? (N=573)

- 1. No 88.3
- 2. Yes 11.7

Q.12b. If yes, were you satisfied with the results of that process? (N=63)

- 1. No 55.6
- 2. Yes 44.4

Q.13. Do you agree that you understand both your rights and responsibilities as a tenant and your landlord's rights and responsibilities? (N=562)

- 1. Understand both tenant's and landlord's rights 50.9
- 2. Understand neither 21.9
- 3. Understand my rights and responsibilities as tenant but not landlord's 23.5
- 4. Understand landlord's rights responsibilities but not mine as tenant 3.7

Issues Affecting Tenants

Q.14. Please rank from 1-5 the issues most important to you (1 being most important, 5 being least important), 6: No Opinion)

	Most Important				Least Important	No Opinion
	1	2	3	4	5	6
Q14a. Current rent affordability	64.1 [65.8]	17.8 [18.3]	8.3 [8.5]	4.7 [4.8]	2.6 [2.7]	2.6 (N=579) - (N=564)
Q.14b. Communication with landlord	31.8 [33.0]	29.2 [30.3]	15.7 [16.3]	13.5 [14.0]	6.2 [6.5]	3.6 (N=579) - (N=558)
Q.14c. Long-term rent affordability	55.1 [56.9]	20.6 [21.2]	9.7 [10.0]	7.4 [7.7]	4.1 [4.3]	3.1 (N=579) - (N=561)
Q.14d. Safety/crime	57.1 [58.3]	19.6 [20.0]	10.2 [10.4]	6.4 [6.5]	4.7 [4.8]	2.1 (N=578) - (N=566)

Q.14e. Other See Appendix A

Q.15a. Examples of discrimination include being denied rental, denied lease extension/renewal, charged a higher rent than other tenants, and housing concerns not taken seriously because of your personal characteristics.

In the past ten years, have you ever felt discriminated against by a previous, current or potential landlord/property manager in Montgomery County? (N=583)

1. No	87.0
2. Yes	13.0

Q.15b. If you answered yes above, what was the reason (or reasons) that you felt you were discriminated against? (Fill in all that apply.) (N=66)

1. Race, color, national origin	65.2
2. Religion	2.5
3. Sex	12.1
4. Marital status	9.1
5. Physical or mental disability	12.1
6. Presence of children	7.6
7. Ancestry	3.1
8. Source of income (includes section 8 Housing vouchers)	24.3
9. Sexual orientation	—
10. Age	19.7
11. Gender identity	—

Q.16a. Do any residents in your unit have a physical disability? (N=574)

1. No	70.6
2. Yes	29.4

Q.16b. If you answered yes to the above question, do you consider your unit to be accessible? (N=165)

1. No	24.2
2. Yes	75.8

Demographic Information

Q.17. What is your five-digit postal zip code? (Please write in.) (N=566)

1. 20814	7.4	(7.6)**
2. 20874	5.5	(7.9)
3. 20906	9.7	(9.3)
4. 20904	7.9	(11.3)
5. 20910	15.0	(13.3)
6. SW	14.0	(12.8)
7. NE	2.6	(2.0)
8. NW	11.2	(13.0)
9. SE	26.6	(22.7)

**Percentages in this column are based on the actual distribution of Montgomery County rental units by U.S. Postal Zip Codes.

Q.18a. Are there adult members of your household who are not fluent in English? (N=568)

- | | |
|--------|------|
| 1. No | 88.2 |
| 2. Yes | 11.8 |

Q.18b. If you answered yes above, please fill in all the languages that apply. (N=65)

- | | |
|-----------------------------|-----------------------|
| 1. Spanish | 56.7 |
| 2. Mandarin Chinese | 4.8 |
| 3. French | 3.0 |
| 4. Korean | 6.0 |
| 5. Other (Please write in.) | 37.3 (See Appendix B) |

Q.19. For these questions, please write the number on the appropriate line.

Q.19a. How many residents live in your unit? (N=561)

- | | |
|----------------|------|
| 1. One | 39.9 |
| 2. Two | 29.4 |
| 3. Three | 15.2 |
| 4. Four | 9.1 |
| 5. Five | 4.6 |
| 6. Six or more | 1.8 |

Q.19b. How many are under age 18? (N=543)

- | | |
|------------------|------|
| 0. Zero | 69.8 |
| 1. One | 16.6 |
| 2. Two | 9.9 |
| 3. Three | 3.1 |
| 4. Four | — |
| 5. Five | — |
| 6. Six or more . | 6 |

Q.19c. How many are over 65? (N=540)

- | | |
|------------------|------|
| 0. Zero | 76.3 |
| 1. One | 17.2 |
| 2. Two | 5.6 |
| 3. Three | .6 |
| 4. Four | .2 |
| 5. Five | — |
| 6. Six or more . | 2 |

Q.20. Do you consider yourself to be Hispanic or Latino? (N=578)

- | | |
|--------|------|
| 1. No | 87.0 |
| 2. Yes | 13.0 |

Q.21. What is your race? (Fill in all that apply) (N=558)

1. American Indian or Alaska Native	1.1
2. Asian	8.4
3. Black or African American	28.0
4. Native Hawaiian or Other Pacific Islander	.2
5. White	54.7
6. More than one race	4.1
7. Other (Please write in.)	6.8 (See Appendix C)

Q.22. What is your sex? (579)

1. Female	66.1
2. Male	33.9

A1. Language used to complete questionnaire. (N=588)

1. English	95.9
2. Spanish	3.9
3. French	.2
4. Mandarin Chinese	—
5. Korean	—

A2. Mode used to complete questionnaire. (N=588)

1. Mail	86.6
2. Online	13.4

Appendix B

Examples of Tenant Advocacy Structures

Governmental Programs

- District of Columbia:
Office of Tenant Advocate — assists with outreach and brings together various stakeholder communities around tenant petitions, rent control, and various other issues. The office also files tenant petitions and provides funding for legal service agencies to take on individual and tenant organization cases.
- Takoma Park, Maryland
The City of Takoma Park contracts with two tenant outreach/organizing staff who work directly with tenants and tenant organizations in the city. The staff support tenant efforts to organize and provide tenants with information on their rights and other resources (such as referrals for legal assistance, financial services, or comparisons with other buildings).

Non-Profit

- Somerville, Massachusetts
The Welcome Project's Tenant Advocacy Initiative: Helps families increase their understanding of the various systems they must negotiate. In the course of delivering a range of advocacy services, they also provide oral interpreter services, written translation, and information and referral services in Spanish, Haitian Creole, Vietnamese, and English.
- District of Columbia:
Latino Economic Development Corporation/Housing Counseling Services/Empower DC: (LEDC/HCS/EmpowerDC) are three non-profit organizations that help tenants take the first step toward preserving affordability and preventing displacement by organizing tenant associations and negotiating with building owners and management for improved conditions. Some receive funding from the Department of Housing and Community Development to provide technical assistance, which helps residents work together in documenting and reporting code violations and talking with management.
- New York City:
Housing Conservation Coordinators: Community-based, not-for-profit organization anchored in the Hell's Kitchen/Clinton neighborhood of Manhattan's West Side with a focus on strengthening and preserving affordable housing Strycker's Bay Neighborhood Council, Inc.

- Minnesota
HOME Line: Provides free legal, organizing, education and advocacy services, so that tenants throughout Minnesota can solve their own rental housing problems. HOME Line works to improve public and private policies relating to rental housing, by involving affected tenants in the process.

Coalition-Based Programs

- District of Columbia:
D.C. Tenant Forum: Citywide tenant forum for tenant associations, individual tenants, and nonprofit allies/advocates to come together and identify priority agenda items. In 2008, timely inspections and repairs were on the top of the priority list, and through this work, tenants and advocates came together to draft legislation currently being considered by the City Council.
D.C. Right to Housing Coalition: Citywide coalition of more than 25 tenant, legal, service, advocacy, and organizing groups focused on housing that have come together to discuss a campaign to establish a human right to housing in the District of Columbia through coordination, education, integration of a shared framework in existing efforts, and new initiatives to further the campaign.

Appendix C

Transit Oriented Development

A study conducted by “Good Jobs First” found that certain types of transit-oriented development were more likely to substantially mitigate or avoid the effects of residential tenant displacement address. The programs identified were as follows:

- Projects in which a community coalition negotiated for a Community Benefits Agreement with a private developer for guaranteed concessions, such as local hiring, living wages and affordable housing set-asides. Examples of this can be found in Los Angeles, San Diego, Denver, and Milwaukee.
- Those in which a community development corporation (CDC) initiated the project and made it integral to the organization’s neighborhood improvement mission. In Columbus, Ohio, for example, a transit agency working with CDCs developed an entire jobs-access program after helping to develop a mixed-use transit-oriented development.
- Cases in which an exceptional private developer intentionally designed a project for the benefit of low-income families and/or commuters. The Tom Hom Group, for example, sited an affordable housing development in Las Vegas by first consulting bus-route maps and identifying job centers.

Appendix D

Formal process for filing a complaint with OLTA after it has been filed with the Office of Landlord-Tenant Affairs (OLTA)

1. A landlord or tenant calls and the OLTA staff advises them to fill out a complaint, which can then be faxed, mailed or filed online.
2. The complainant is directed to send a copy to the other party (ie, if the tenant files a complaint with OLTA, s/he is supposed to send a copy directly to the landlord).
3. If, after seven days, the issue has not been resolved, then the complaint is supposed to be sent to OLTA with a copy of the lease and other pertinent documents.
4. A case is then opened and assigned to an investigator who contacts both parties and requests additional information as needed.
5. If the complaint can not be worked out by phone, an initial conciliation meeting at the Department of Housing and Community Affairs (DHCA) is convened. It is a confidential meeting and both parties may bring anyone they wish to this meeting. It is not mandatory to attend although it is mandatory that the meeting be convened if the issue has not been resolved. Agreements reached at the conciliation meeting are enforceable in court, if breached.
6. If the complaint is not conciliated, the investigator writes a report and makes a recommendation to the Commission on Landlord-Tenant Affairs.
7. The Commission votes on whether to hear the case.
8. If there is no hearing, the case is ended.
9. If there is a hearing scheduled, notices are sent out.
10. At the hearing, both parties have the right to witnesses and lawyers, but they may not bring non-lawyers to advocate on their behalf. The Commission—which is a three-person, all-volunteer panel—takes a vote, and its decision is binding and enforceable.
11. The parties have the right to appeal a decision to Circuit Court.

Appendix E

Language and technology access issues to be considered in a task force.

The following suggestions are divided into the three categories.

a) Identify concerns

A special task force should address training of County staff to understand the importance of this issue and the obligation of County agencies to provide access.

b) Collaborate on innovative initiatives.

This includes identifying best practices for efficient and effective ways to collaborate and ensure language access. Washington, D.C. is developing a plan that might be an appropriate model.

- This process should include identifying existing language access work within the County, such as the County Executive's Office of Community Partnerships work with local deaf, blind, and immigrant-serving organizations.
- This process also includes review of the "health promoter" program of the Asian American Health Initiative of the County's Department of Health and Human Services. The Initiative worked with bilingual or multilingual community leaders to train individuals in basic health information. It also set up events and workshops for government representatives to present health and wellness information. The individuals involved with this effort are paid minimal stipends and expenses: the program has been low cost, but high impact. This model could be replicated in deaf, senior, and immigrant communities around housing issues;

c) Create short- and long-term goals for resolving language access issues:

These goals should include recommendations for specifics of language access plans for agencies that serve tenants, including HOC and DHCA. These plans should include:

- Targets with timelines, including a list of documents that must be translated and the list of languages needed for translation;
- A plan and process for outreach to LEP/NEP, deaf and blind tenants, including those in low income housing, to communicate their rights to interpretation services and information about various programs and services.
- A framework for evaluation,
- A mechanism for filing administrative complaints for non-compliance;
- Making County service centers more friendly and accessible for LEP/NEP walk-ins. An early improvement could include posters, printed guides and handbooks in various languages to make these visitors feel welcome. Also, the use of volunteers and telephonic interpretation services.
- Trainings and briefings with community ethnic media so that they understand programs and can report in language. Ads in non-English newspapers in the county can reach thousands of renters and landlords;
- Using the existing pool (and consider expanding that pool) of bilingual interpreters who work within the county, to ensure that communication is available for all who contact HOC or DHCA.

Appendix F

Resources for Renters in Montgomery County

From Montgomery County's Department of Housing and Community Affairs:

1. On-Line Apartment Rental Guide: searchable apartment database, updated annually. <http://www.montgomerycountymd.gov/DHCARental/>
2. Landlord-Tenant Handbook (available in English and Spanish in print and online): explains tenant and landlord rights, responsibilities and the law. English: http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/handbook2008rev1.pdf Spanish: http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/spanishhdbk07acorrected.03.30.07web.pdf
3. Ordinary Wear and Tear Booklet: describes guidelines and responsibilities of tenants and landlords regarding security deposits. http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/ordinarywearandtearinorderbypage03.26.07.pdf
4. Security Deposit Information: Landlord-Tenant Handbook and Ordinary Wear and Tear booklet detail law governing security deposits. See also DHCA's webpage: http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/securitydeposits041307.pdf
5. Room Rentals Brochure (English and Spanish): provides general information and regulations for renting a private room. http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/roomrentalflyerexp061108.pdf; http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/roomrentalflyerspanish061108.pdf
6. Accessory Apartments: webpage defines accessory apartments http://www.montgomerycountymd.gov/dhctmpl.asp?url=/Content/DHCA/housing/landload_T/accessory_apt.asp
7. Condominium Conversion Handbook (English and Spanish): discusses laws and procedures when a rental building converts to a condominium http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/condoconversionhdbk112006.pdf
8. Source of Income: webpage provides general guidelines on what constitutes a source of income http://www.montgomerycountymd.gov/dhctmpl.asp?url=/Content/DHCA/housing/landload_T/income.asp
9. Rent Increases: tips for tenants on how to negotiate rent increases http://www.montgomerycountymd.gov/content/dhca/housing/landload_t/rentcontrolstatement.asp
10. "Evicted: Don't Let It Happen To You": video on how to avoid eviction http://www.montgomerycountymd.gov/dhctmpl.asp?url=/content/DHCA/housing/landload_T/landload_t.asp

11. Forms:

a. Sample Leases

Single family unit :

http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/single%20family%20dwelling%20lease-2005.pdf

Multi-family units

http://www.montgomerycountymd.gov/content/dhca/housing/landload_T/pdf/apartment_and_condominium_lease_11_30_04.pdf

b. Rental Application

http://www.montgomerycountymd.gov/Content/DHCA/housing/landload_T/pdf/rentalapplication.pdf

c. Landlord-Tenant Complaint Form

http://www.montgomerycountymd.gov/Content/DHCA/housing/landload_T/pdf/cf2000.pdf

12. eProperty data mining: Online resource that allows an individual to view the results of code enforcement inspections at individual properties

http://www.montgomerycountymd.gov/apps/DHCA/pdm_online/pdmfull.asp

Legal resources and emergency assistance information compiled by DHCA:

<http://www.montgomerycountymd.gov/dhctmpl.asp?url=/Content/DHCA/hca/info/links.asp>

Appendix G

Work Group Outreach

The Tenants Work Group (TWG) sponsored four public meetings in different areas of the County to solicit input from a wide-range of renters. These meetings were publicized through Montgomery County's Regional Service Centers, the County website, local blogs, and the Gazette. More than 40 community members participated in the meetings. Common themes presented at the public meetings included: arbitrary and unpredictable rental increases, lack of information about resources for renters, difficulty starting and sustaining a tenants association, and reluctance to approach management when problems arise for fear of retaliation. At a number of these meetings, seniors expressed their difficulties affording the cost of renting while living on a fixed income. One of these meetings was held at a senior center and specific outreach was conducted to that group.

Meeting Dates and Locations:

March 18, 2009, Holiday Park Senior Center

March 30, 2009, East County Regional Center

April 23, 2009, UpCounty Regional Center

May 5, 2009, Long Branch Community Center

Additionally, the TWG commissioned a survey of 5,000 renters living in Montgomery County, to seek their input on what issues tenants care most about, how effective current tenant laws are and what problems tenants face. The survey was coordinated by Salisbury University's Institute for Public Affairs and Civic Engagement (PACE) and asked questions that will help the Tenants Work Group better understand what issues tenants care about most, how effective current tenant laws are, and what problems tenants are currently facing. The survey was mailed out in English and Spanish and was available online in English, Spanish, French, Mandarin Chinese and Korean. *(See Appendix A for a copy of the survey)*

Finally, the TWG created a web page with meeting notices and minutes available to the public (www.montgomerycountymd.gov/mcgtmpl.asp?url=/Content/EXEC/TWG/home.asp), in addition to a portal for electronic submission of public comments to the group.

Appendix H

Tenants Work Group Meeting Dates:

October 28, 2008
November 13, 2008
November 25, 2008
December 9, 2008
January 6, 2009
February 2, 2009
February 11, 2009
February 25, 2009
March 24, 2009
April 7, 2009
April 28, 2009
May 12, 2009
May 26, 2009
June 9, 2009
June 23, 2009
July 7, 2009
July 21, 2009
August 4, 2009
August 18, 2009
September 15, 2009
September 29, 2009
October 5, 2009
October 29, 2009
November 10th
November 30th

Note: These dates do not include numerous ad hoc meetings.