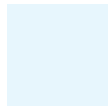
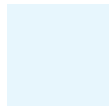
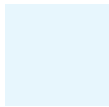
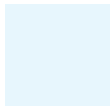
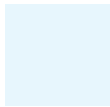
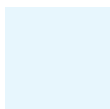




NATIONAL TENANTS BILL OF RIGHTS



2024



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INTRODUCTION

Everyone deserves a safe, stable, and affordable home. However, many of the 114 million renters in the United States lack basic rights. This lack of tenant protections perpetuates housing instability and, in the worst cases, leads to homelessness. When tenants have the rights they deserve, their lives and their communities improve.

The typical tenant is **rent-burdened**, spending 30% or more of their income on rent. Landlords have hiked rents **nearly 30% higher than they were before the pandemic**. Millions of tenants are forced to make impossible choices between rent and other necessities, like medicine or food for their children. The systemic lack of protections paves the way for precarity that often results in housing instability and homelessness.

In most parts of the country, a landlord can evict a tenant for no reason and with only a few days' notice. Eviction courts provide only the thinnest veil of due process for tenants. Faced with threats of eviction and homelessness, unlivable living conditions and few avenues for recourse, tenants endure egregious rent increases and landlord harassment, with few options for recourse against their landlords. This precarity is amplified for tenants of color, disabled tenants, families with children, and older tenants, whose rental housing options are limited by historical segregation and present-day discrimination.

Institutional investors and corporate landlords have exploited the lack of tenant protections in the housing market to amass excessive profits and power, putting small landlords at a disadvantage and harming renters and their communities. Treating tenants' homes as vehicles for profit, these bad actors have cultivated a predatory rental market with business models built on aggressive rent hikes and displacement.

“Institutional investors and corporate landlords have exploited the lack of tenant protections in the housing market to amass excessive profits and power, putting small landlords at a disadvantage and harming renters and their communities.”

This market has thrived because of widespread industry capture of state legislatures, attacks on local tenant protections, and federal unwillingness to intervene in the tenant-landlord relationship. Even in states and localities where advocacy and organizing have resulted in vitally important tenant protections,¹ this patchwork of safeguards leaves many renters behind. Tenants need a national solution to meet the scale of this problem.

The National Housing Law Project, National Low Income Housing Coalition, and Tenant Union Federation created the National Tenants Bill of Rights to correct the balance of power between tenants and landlords and advance racial and social equity. The National Tenants Bill of Rights is a practical policy agenda for renters that affirms the federal government’s duty to provide all tenants with fundamental protections. Tenants, organizers, legal experts, and housing justice advocates from across the country helped craft this policy agenda. Designed to shape action at the federal level and provide a floor of basic protections for all tenants, the policy agenda’s principles are also applicable at the state and local levels to strengthen and enforce tenants’ rights.

NATIONAL TENANTS BILL OF RIGHTS

The National Tenants Bill of Rights sets out seven essential rights that establish a baseline of tenant protections in the rental housing market. These rights follow a tenant's experience applying for housing, signing a lease, and living in their home. The National Tenants Bill of Rights includes:

- 1. The Right to A Fair Application** - Discriminatory screening practices by landlords and tenant screening companies prevent prospective tenants from being fairly considered when they apply for housing. To ensure fair opportunity for all, landlords should only consider information relevant to an applicant's ability to perform their obligations as a tenant.
- 2. The Right to A Fair Lease** - Leases shape the legal relationship between landlords and tenants, often reflecting their imbalance of power. To correct this imbalance, leases should clearly define the duties and rights of both landlords and tenants and avoid predatory and deceptive terms.
- 3. The Right to Freedom from Discrimination and Harassment** - Home should be a sanctuary for tenants. Currently, tenants are vulnerable to discrimination, violations of privacy, and harassment by their landlords. To ensure a basic level of privacy and quiet enjoyment, tenants should have the tools to prevent this behavior. Tenants also need the federal government to robustly enforce federal anti-discrimination laws to prevent landlord abuses.
- 4. The Right to A Habitable Home** - Tenants deserve to feel safe in their homes. Safe homes include working appliances and fixtures, reliable utilities, effective pest control, and prevention from deadly health hazards. When something is in need of repair, tenants should have a clear way to communicate their concerns to a landlord and the landlord should be obligated to fix habitability concerns promptly.
- 5. The Right to Reasonable Rent and Costs** - Rent is often the largest expense in a household's budget, and financial stability is largely absent in a system where landlords hike rents dramatically higher and at a faster rate than the growth of wages. To protect tenants from financial shocks that put them at risk of eviction and further harm, safeguards are necessary to prevent rent gouging and excessive or hidden fees. Landlords should

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be limited to reasonable rent increases, and they should only be allowed to assess fees that have been clearly disclosed in the lease.

6. The Right to Organize - To correct the power imbalance between tenants and landlords, tenants must have the ability to organize without fear of retaliation or eviction from landlords, owners, and management.

7. The Right to Safeguards Against Eviction - Tenants should not have to risk losing their homes in eviction court in a manner of minutes. Tenants deserve a basic level of due process in eviction proceedings and have protections from illegal evictions and evictions without good cause.

The National Tenants Bill of Rights complements the Biden administration's efforts to improve housing affordability and supply, such as its Blueprint for a Renters Bill of Rights and Housing Supply Action Plan.² To address the housing crisis, the federal government must go farther and enact a tenant-centered and comprehensive set of solutions. These long-term solutions are needed to end housing instability and homelessness, redress long-standing racial and social inequities, and advance housing justice. Continued input, feedback, and direction from tenants and their allies will be critical in the collective work to enact and implement these protections.

Tenant leaders and advocates across the nation have long fought for and won many of the policy solutions outlined in the National Tenants Bill of Rights. This work builds on their historic and effective leadership. Decades of tenant organizing has also shown that policies are only as good as their enforcement. In addition to policy change, the federal government should prioritize engagement with tenants and their allies to ensure the proper funding, time, and resources are given to the policies delineated below as well as existing protections, such as the *Fair Housing Act*.

Everyone deserves to live in decent, safe, stable, accessible, and affordable homes. The current power imbalance between landlords and tenants denies those rights to the 114 million people who rent. To begin to fix the nation's housing crisis, the federal government must accept its role in protecting tenants.

SECTION 1: THE RIGHT TO A FAIR APPLICATION PROCESS

The process of applying to rental housing is often opaque, difficult to navigate, and stacked against renters with low incomes and marginalized identities. Beyond anti-discrimination laws, there are few legal constraints on a landlord's ability to screen tenants.

Against this backdrop, landlords often adopt screening criteria that deny access to broad categories of applicants. These criteria include credit scores, eviction records, and criminal history. Screening on the basis of such criteria, however, is fundamentally prognostic—using information about past interactions with the criminal legal system, eviction proceedings, or credit defaults to predict the likelihood that an applicant will carry out the responsibilities that come with being a renter. Such screening criteria fail to reliably predict future housing outcomes, doing little to minimize the landlord's risk during the application process.

Moreover, racial and social inequities pervade our housing, criminal legal, and other systems, giving rise to arrest and conviction records, eviction court records, and rental debt and credit scores. Unregulated use of such data means that these screening practices often conceal discriminatory bias and reinforce a history of systemic racism and ableism. The practical effect of overlapping eviction, rent debt, and criminal history screening is to trap Black renters and disabled renters in low-opportunity areas of concentrated poverty, where their options may be limited to predatory housing arrangements.

“ ...racial and social inequities pervade our housing, criminal legal, and othersystems, giving rise to arrest and conviction records, eviction court records, and rental debt and credit scores. Unregulated use of such data means that these screening practices often conceal discriminatory bias and reinforce a history of systemic racism and ableism.”

Tenant screening companies exert heavy influence on the screening criteria that landlords adopt. Yet they remain underregulated in spite of well-documented quality issues in their datasets and business practices that enshroud landlord decision-making and disempower prospective and current tenants by undermining fair housing protections. Their business model depends on upholding stereotypes about marginalized communities and sorting people into those who should have housing and those who should not.

Moreover, application fees should be eliminated because they are inherently exploitative. Admission screening has no benefit for applicants, only landlords—hence there is no justification for passing the cost along to applicants. Landlords are able to do so only as a function of their superior bargaining position and the widespread predominance of application fees. Elimination of application fees would help put applicants on a more equitable footing with landlords and reduce the steering and fair housing issues they cause.³

Tenants should have the right to a transparent application process where they have access to the screening criteria, reasons for denials, and a chance to appeal denial decisions for lack of accuracy or relevance. For this to happen, increased regulation of both landlords and tenant screening companies is necessary. Greater enforcement, including sanctions against landlords and tenant screening companies who violate these protections, are needed.

CREATING AND ENFORCING A FAIR APPLICATION PROCESS

Regulate tenant screening practices by landlords

Increase the transparency of the rental application process by ensuring that housing providers (both private and federally subsidized) and their agents must:

1. Make the tenant screening criteria publicly available to prospective applicants. The screening criteria must also be sufficiently detailed to allow a prospective applicant to meaningfully estimate their likelihood of admission.
2. Provide applicants with:
 - a. A written copy of the tenant screening criteria;

- b. Notice of their rights as tenants; and
 - c. A copy of the lease before they apply, upon the applicant's request.
3. Where portable tenant screening reports are available, the landlord must proactively inform applicants of the option to submit a portable tenant screening report and accept such portable tenant screening reports without charging a screening-related fee.
 4. Provide denied applicants, upon request, with:
 - a. The specific reasons for denial in writing, plus access to any relevant supporting information;
 - b. An opportunity to correct inaccurate information and offer evidence to mitigate negative information; and
 - c. The opportunity to appeal the denial.

Ensure that housing providers (both private and federally subsidized) engage in fair tenant screening practices and comply with existing local fair housing regulations

1. Require landlords to affirmatively advertise and market rental homes to low-income and marginalized tenants, including renters with disabilities.
2. Require a narrowly tailored nexus between tenant screening criteria and the likelihood that a tenant will successfully perform their lease obligations.
3. Prohibit adverse actions by landlords based on outdated, disputed, incomplete, or irrelevant negative information, including the information enumerated in Section 102A(2).⁴
4. Prohibit blanket bans based on criminal history, eviction records, or a certain credit score; and, where landlords are considering such information, requiring that landlords conduct an individualized assessment of applicants to determine whether the information is relevant to an applicant's ability to perform lease obligations.
5. Enumerate mitigating factors for landlords to consider when faced with negative information.
6. Prohibit automated or algorithmic screening without human review.⁵

Eliminate application fees charged by landlords⁶

1. Applications are a process that benefits the landlord and charging a fee to tenants for a process that provides no benefit to them is an unfair business practice.

Strengthen regulation of tenant screening companies

Amend the *Fair Credit Reporting Act*⁷ to provide the following:

1. Define “tenant screening purposes” and add protections parallel to employment purposes.⁸
2. Prohibit the inclusion of certain types of information in consumer reports for tenant screening purposes.
 - a. Criminal history information: Prohibit the inclusion of arrests without convictions, convictions older than a specific number of years, juvenile adjudications, etc., and acts unrelated to performance as a tenant or safety of other tenants/property.
 - b. Eviction history information: Prohibit the inclusion of the following.
 - i. Eviction filings that do not result in judgment, etc.;
 - ii. Eviction cases where the tenant prevailed on any substantive or procedural defense, even if a judgment was entered (e.g., a nonpayment case where a tenant successfully seeks a rent abatement for bad conditions and the landlord obtains a judgment but in a reduced amount);
 - iii. Cases in which a tenancy is reinstated after judgment;
 - iv. Cases brought during any eviction moratorium;
 - v. Cases brought during the COVID-19 state of emergency and other government-declared emergencies;
 - vi. Cases sealed or made of limited dissemination;
 - vii. Cases brought during a declared state of emergency; and
 - viii. Cases that result in a default judgment or those otherwise not adjudicated on the merits.
 - c. Credit reports and credit scores.

3. Ensure that tenant screening companies use a tenant screening algorithm or model only if it is empirically derived, demonstrably and statistically sound, and routinely tested to ensure fairness and prevent discrimination against protected classes.⁹
4. Require tenant screening companies to disclose to consumers/tenants:
 - a. Tenant screening scores and recommendations;
 - b. The underlying data used to calculate those scores and recommendations;
 - c. Information about public records like conviction and eviction records are classified and contribute to the score and recommendation; and¹⁰
 - d. Both the original and intermediary sources of information in a tenant's file.
5. Require tenant screening companies to make available their rates of inaccuracy.¹¹ At very least, they should make available the number and type of consumer complaints.¹²
6. Impose conditions for furnishing consumer reports for tenant screening purposes.
7. Require landlords (and other users for housing purposes) to provide the applicant with a written notice within three days after adverse action to include the specific reasons for the adverse action.

Streamline the application process in federally subsidized housing programs

Streamline the application process in federally subsidized housing programs by taking the following actions:

1. Implement a single, streamlined application for all federally-assisted housing.
2. Require that admission criteria be approved by the responsible agency, publicly available, and limited to those necessary to fulfill affordable lease obligations.

SECTION 2: THE RIGHT TO A FAIR LEASE

Leases concretely define the legal rights and responsibilities of landlords and tenants. Often, they reflect the imbalance of power in favor of landlords that permeates most state capitals and courtrooms. Although a federal model lease is complicated outside of the subsidized housing programs, the federal government should take action to mandate certain disclosures in leases and to prohibit lease terms that run contrary to state law, undermine tenant protections, or make tenants vulnerable to eviction. It is critical that any laws enacted to ensure fair leases are paired with enforcement, including sanctions against landlords who violate these protections.

“Often, they also reflect the imbalance of power in favor of landlords that permeates most state capitals and courtrooms.”

CREATING AND ENFORCING A FAIR LEASE

Impose the following requirements related to written leases, as well as incentivize states and localities to impose similar requirements:

1. Landlord must provide the tenant with the following:
 - a. A written copy of the lease;
 - b. A user-friendly explanation (e.g., FAQ) of tenant rights, attached to the lease, including the right to request a reasonable accommodation for a disability; and
 - c. The landlord’s contact information and the contact information of their agents. In addition, they must provide notice to tenants whenever ownership of the property changes.

2. The lease must clearly articulate tenant and landlord rights and responsibilities in plain language and be available in multiple languages and in a manner accessible to people with disabilities.
 - a. Mandatory disclosures: The lease must include the following information.
 - i. Disclosures regarding rent and other fees and charges, including:
 1. A provision clarifying that rent includes all services, maintenance, and defines which utilities are included;
 2. An itemized list of all non-rent fees with a clear definition explaining the purpose of each fee;
 3. A clear distinction between rent charges, which can factor into an eviction for nonpayment of rent, and non-rent charges, which cannot; and
 4. A clear distinction between mandatory fees, which should be limited to cover the costs of necessary services, and non-mandatory fees, which would cover non-essential services and which a tenant could opt out of.
 - ii. Clear statement that the landlord must not retaliate against a tenant who asserts their rights.
 - iii. Notice if the property has a federally-backed mortgage and a right to an additional notice when the landlord has refinanced into or out of a federally-backed mortgage.
 - iv. Information that clearly identifies how and where the tenant should report habitability issues, including references to local tenant rights and fair housing organizations.
 - b. For lease renewals, landlords must provide tenants with written notice of any proposed changes to the lease terms at least 60 days before the time of renewal and the changes go into effect.
 - c. Unreasonable terms: Leases must not include the following terms.
 - i. Waivers of tenant protections provided by state statute, regulation, or common law.¹³

- ii. Provisions that would make a tenant vulnerable to eviction for failure to pay charges other than rent, such as:
 - 1. Provisions making non-rent charges, fees, and penalties collectible and due as “additional rent;” or
 - 2. Provisions allowing rent payment to be applied to other fees and charges first and before rent.
- iii. Abusive terms, including:
 - 1. *Confessions of judgment* - provisions allowing a landlord to deprive a tenant of possession or property without first obtaining a valid court order;
 - 2. *Indemnification clauses* - the tenant agrees to assume the landlord’s liability and thus shields the landlord at the expense of the tenant;
 - 3. *Penalty or “in terrorem” clauses* - imposes excessively high damages on the tenant for lease violations to scare a person into compliance;
 - 4. Class action waiver;
 - 5. Mandatory arbitration provisions;
 - 6. “One-way” lease terms that obligate tenants to pay rent for multiple months but allow landlords to terminate with 30 days’ notice; and
 - 7. One-sided fee shifting provisions that obligates tenants to pay for landlord’s attorney’s fees but not vice versa.
- d. Tenants should have the right to bifurcate lease in specific circumstances without rescreening (e.g., survivors, roommates).

SECTION 3: THE RIGHT TO FREEDOM FROM DISCRIMINATION AND HARASSMENT

Although the *Fair Housing Act* first outlawed discrimination in 1968, tenants continue to experience discrimination in the rental market based on race, national origin, gender, or disability status. Addressing discrimination and harassment is one of the most important actions Congress must take to advance tenant protections and racial and social equity. Tenants who helped craft this policy agenda expressed that ongoing discrimination and harassment by landlords significantly harms them in their daily lives. Creating tools to monitor and hold landlords accountable for such violations must be a top priority.

“Addressing discrimination and harassment is one of the most important actions Congress must take to advance tenant protections and racial and social equity.”

While the federal government has long recognized the importance of access to housing, federal housing policy has been used to prevent equal access to housing, particularly for Black, Indigenous, and Latino people. Federal housing laws and programs created and perpetuated residential segregation and racial and social inequities, and efforts to remedy these harms have been largely insufficient, leaving many communities highly segregated along racial, ethnic, and socioeconomic lines.¹⁴ Progress in addressing segregation and racial disparities has been undermined by political opposition. Racial and social inequities will persist until policymakers directly—and sufficiently—address long-standing barriers that prevent universal access to safe, high-quality, accessible, and affordable housing.

“Racial and social inequities will persist until policymakers directly—and sufficiently—address long-standing barriers that prevent universal access to safe, high-quality, accessible, and affordable housing.”

To move toward a reality where tenants fully benefit from the protection of the *Fair Housing Act* and subsequent federal civil rights laws, Congress must prioritize enforcement by appropriating sufficient funding to the relevant federal agencies and closing loopholes through legislation. Congress should also ensure that tenants can assert discrimination by the landlord as an affirmative defense in eviction proceedings, thus neutralizing a landlord’s ability to weaponize evictions for nonpayment of rent in retaliation for discrimination complaints by tenants.

Congress should amend the *Fair Housing Act* to reflect modern-day types of discrimination that are difficult to enforce under the current discriminatory effects rule of the *Fair Housing Act*. One such practice is discrimination on the basis of a person’s source of income (SOI), which many states and localities prohibit. By some estimates, over 57% of Housing Choice Voucher (HCV) families nationwide are now covered by SOI anti-discrimination protections.¹⁵ To ensure that all tenants and prospective tenants receive the same protection, Congress should amend the *Fair Housing Act* to outlaw SOI discrimination, including status as a HCV holder. Other sources of income that should be explicitly covered are emergency rental assistance, guaranteed basic income, and direct cash assistance.

Tenants and prospective tenants would also benefit if the *Fair Housing Act* prohibited discrimination on the basis of the following: eviction history, criminal history, credit history, housing status, rental debt, immigration status, veteran status, sexual orientation and gender identity, pregnancy status, or status as a survivor of gender-based violence.¹⁶

Tenants should be able to live peacefully in their homes free from harassment. Unfortunately, because landlords can exert significant power over tenants through access to their unit, utilities, and rental payments, renters are vulnerable to harassment with limited means

of resisting without further retaliation. The realities of this power dynamic are especially true for tenants with marginalized identities. To empower tenants subject to harassment by their landlords, renters must have a private right of action and the ability to collect attorney's fees from the landlord.¹⁷

Additional monitoring and oversight are needed to ensure full enforcement of anti-discrimination and harassment protections. Congress should strengthen penalties against landlords who discriminate against or harass tenants. These penalties could include, for example, determining that the landlord is no longer eligible for federal subsidies or federally-backed mortgages.

CREATING AND ENFORCING FREEDOM FROM DISCRIMINATION AND HARASSMENT

Strengthen fair housing protections for tenants

Expand protections under the *Fair Housing Act*. This critical law should be expanded to include protections based on a person's:

1. Source of income, including discrimination based on a person's status as an HVC holder, emergency rental assistance, guaranteed basic income, and direct cash assistance.
2. Eviction history, criminal history, credit history, housing status, rental debt, immigration status, veteran status, sexual orientation and gender identity, pregnancy status, or status as a survivor of gender-based violence.

Ensure greater protections to prevent discriminatory steering and marketing

1. Require landlords to affirmatively advertise and market rental homes to low-income and marginalized renters, including renters with disabilities.
2. Provide resources to investigate and enforce protections against the unlawful steering of renters.

Invest significant funding for civil rights enforcement, specifically for:

1. Fair housing testing.
2. Administrative and judicial enforcement actions.
3. Enforcement of Title VI of the *Civil Rights Act of 1964*, Sec. 109 of the *Community Development Act of 1974*, and Title VIII of the *Civil Rights Act of 1968* to ensure that federal funding recipients do not use their funding to engage in discrimination.¹⁸
4. Title VI Limited English Proficiency protections in all federal housing programs.
5. Fair housing education and outreach.
6. Civil rights training for housing attorneys in legal aid.

Enable stronger enforcement of the right to accessible housing for people with disabilities under the *Fair Housing Act*, Section 504, and the *Americans with Disabilities Act*

1. Codify the right to an interactive process for reasonable accommodations and modifications for people with disabilities under the *Fair Housing Act*, Section 504, and the *Americans with Disabilities Act*. Require federal agencies to provide more clarity and a better process on reasonable accommodations requests and determinations for people with disabilities.
2. Require federally funded localities to require the owners they fund to have written reasonable accommodations policies and attach them to the lease.
3. Codify that Low-Income Housing Tax Credit (LIHTC) properties are covered under Section 504.¹⁹
4. Require Title VI/Section 109 recipients to document city-funded accessible housing and where such housing is located in their community and to identify future steps for increasing the supply of accessible housing.
5. Clarify that if a housing provider fails to comply with design and construction requirements for accessibility then there is no statute of limitations on raising claims against that provider. Furthermore, if a need for a building modification to increase accessibility arises from a provider's failure to comply with the relevant housing code, then the provider is financially responsible for the modification.

6. Ensure that housing providers comply with digital accessibility requirements for portals for applicants and tenants who are blind, have low vision, and others who require screen reader access.
7. Require all federally-assisted rental homes, or rental homes built with federally-backed mortgages, are fully accessible to people with disabilities. People with disabilities must have access to fully accessible—not just adaptable—homes.

Strengthen oversight of state and local enforcement of tenant, fair housing, and civil rights

1. Require state and local agencies tasked with investigating and enforcing renter protections to report publicly on the number of complaints received, when action is taken, and the length of time before complaints are resolved.
2. Tenants should have a right to counsel to help them assert their rights on all housing-related matters, including eviction, fair housing, discrimination, and retaliation.

Ensure that tenants have the right to assert the landlord's discriminatory conduct as an affirmative defense against discriminatory or retaliatory evictions in state court

Strengthen civil rights enforcement in the federally subsidized housing programs

1. Require federally subsidized housing providers to have a written reasonable accommodation policy and process that is made available to prospective and current tenants.
2. Require covered housing providers to show compliance with the [Violence Against Women Act](#), including detailed, locally developed emergency transfer policies that are shared with tenants.
3. Ensure that federally subsidized housing providers are not complying with crime-free or nuisance ordinances if doing so would conflict with federal housing obligations.
4. Ensure that the LIHTC program is defined and treated as "federal financial assistance" so that tenants have rights under the *Uniform Relocation Act* and other civil rights protections.

Hold federal agencies and programs accountable for advancing racial and social equity

1. Require the United States Department of Housing and Urban Development (HUD) to regularly publish an analysis of every homelessness, housing, and community development program and whether and how each program exacerbates, ignores, or ameliorates racial inequities.
2. Require federal agencies that administer housing, transportation, environmental, disaster recovery, and other relevant programs that report publicly on legislative changes needed to ensure all programs ameliorate racial inequity. Federal agencies must ensure that all resources and programs are provided and administered in a way to ensure accessibility and advance equity.

Protect tenants from harassment by landlords

Redress tenant harassment by landlords: Ensure that tenants have a private right of action, the right to assert an affirmative defense against an eviction, and the right to attorney's fees when the landlord has engaged in harassment. Provide funding incentives and technical assistance for states and localities to carry out this requirement.

1. Tenant harassment occurs when a landlord directs conduct at a specific tenant(s) to cause harm, and the conduct serves no lawful purpose. Often, such conduct is intended to retaliate against a tenant for legally protected activity or to coerce them to vacate the unit.²⁰ Examples include:
 - a. Threats of physical harm;
 - b. False misrepresentations about a tenant's rights;
 - c. Refusing lawful rental payments;
 - d. Reducing or eliminating required housing services;
 - e. Failing to perform and complete in a timely manner necessary repairs and maintenance required by law;
 - f. Interfering with tenant organizing activities;
 - g. Interfering with the tenant's right to privacy, including abuse of the landlord's right of access into a rental unit as established by state law;

- h. Interfering with the tenant's right to use and enjoy the unit; or
- i. Inquiring about or disclosing a tenant's immigration or citizenship status.

Ensure that states and localities have clear regulations over landlord's right of access

1. Landlord may enter the premises under the following conditions only:
 - a. In an emergency, within 48 hours of entry, the landlord must provide the tenant with a written notice identifying the specific reason for entry and explaining its emergency nature.
 - b. For other enumerated reasons, the landlord may enter the unit only if the landlord provides the tenant with a written notice identifying the specific reason for entry no less than 48 hours before the requested entry.
 - i. Enumerated reasons:
 1. Agreed-upon repairs;
 2. Inspection; or
 3. Showing the unit.

End unreasonable practices related to HCV eligibility enforcement such as police raids and surveillance of voucher-holders. HUD should:

1. End the use of unannounced compliance checks of voucher holders by Public Housing Authorities (PHAs) and local enforcement in the HCV program;
2. Prohibit PHAs from sharing personal information about voucher holders with any third party, including local law enforcement and local government;
3. Devote fair housing resources to ensuring that local governments enforce their ordinances and process complaints in a way that treats voucher holders and their landlords in a similar manner to other renters and landlords.²¹

SECTION 4: THE RIGHT TO A HABITABLE HOME

Tenants should have the right to live in safe and healthy homes. Rental homes should be free from conditions that are dangerous, hazardous or detrimental to health or safety.²² Nearly all states recognize the warranty of habitability, either as implied in the lease or explicitly codified in state law.²³ The general concept is that the tenant's responsibility to pay rent depends on the landlord satisfying their own responsibilities, including the duty to maintain the property in habitable condition.²⁴ Despite recognition in state law, habitability issues are a persistent source of problems for tenants.

Robust enforcement of the warranty of habitability centers around the tenant's right to repair and deduct. This remedy must be practical and easy for tenants to access, and it must be paired with anti-retaliation provisions to protect renters who enforce their rights.

In addition, tenants are best positioned to enforce their rights when they have the necessary information about the property they live in and its owner. Often, the asymmetry of information in favor of landlords leaves tenants in the dark about basic questions, such as who owns the property, who is responsible for repairs, and what habitability problems have been raised before. To achieve a more just balance in access to information, states and localities should create rental registries to track the activity of property owners in their jurisdiction. This would help identify where additional interventions are needed to protect tenants.

“ ...the tenant's responsibility to pay rent depends on the landlord satisfying their own responsibilities, including the duty to maintain the property in habitable condition.”

The federal government should also build a database to keep stock of federally subsidized housing programs to identify issues that cross state lines and require a multi-state approach. Additional measures to monitor and enforce habitability are needed to help protect renters and to hold relevant federal agencies, such as HUD, accountable for their role in ensuring safe, decent homes for tenants.

Many of the reforms outlined below build on the work and leadership of the National Alliance of HUD Tenants through their *Tenant Empowerment Act*.

CREATING AND ENFORCING A HABITABLE HOME

Ensure that tenants have the right to habitable housing and practical means of enforcing that right; and provide funding incentives for states and localities to carry out this requirement

1. Minimum standards: Units must meet minimum habitability requirements.
 - a. Mandate a habitability standard for all rental properties that have federally-backed mortgages;
 - b. Tenants cannot waive their rights under the warranty of habitability through the lease or other means. Any attempt to do so will be void as contrary to public policy;
 - c. Tenants do not forfeit their rights under the warranty of habitability if their rent is delinquent; and
 - d. Tenants should have access to legal counsel to help them assert their right to habitability.
2. Information for prospective and current tenants.
 - a. Landlords must provide tenants and all household members with the following information:
 - i. Maintenance history of the unit, including repair requests;

- ii. Information about tenants' right to safe, decent, housing and available resources in their community to help them assert their rights or to provide emergency assistance, as needed. Such information should be regularly updated and provided to tenants;
- iii. Emergency contact information when urgent repairs are needed, including outside of regular business hours, to ensure tenants are not living in uninhabitable or unsafe conditions;
- iv. Contact information for local habitability enforcement agencies; and
- v. For federally subsidized housing, the housing provider should provide this information without requiring a public information act request.

3. Maintenance and repairs.

- a. With respect to maintenance and repairs to a housing unit, tenants have the right to:
 - i. Prompt and professional maintenance and repair within a specific time period depending on the nature of the problem;²⁵
 - ii. Receive regular communications from the landlord about the state of repairs;²⁶
 - iii. Emergency action, including outside of regular business hours, to make urgently needed repairs or to move tenants to safety;
 - iv. Be informed of the required time frame for maintenance or repairs when a maintenance request is submitted; and
 - v. In case of maintenance or repairs necessary to ensure habitability of a housing unit, to prompt relocation into suitable lodging or other housing at no cost to the tenant until the maintenance or repairs are completed at the tenant's request or consent.²⁷
- b. If the landlord fails to repair the problem promptly and professionally, the tenant has the right to repair and deduct (i) for properties that do not meet health or safety standards; or (ii) for material breaches of the lease agreement.²⁸

- i. Tenants should be able to exercise this right through a user-friendly system so that tenants do not put their housing at peril when exercising it; and
 - ii. If the tenant chooses, they should be able to exercise this right using a court-administered rent escrow account.
 - c. Tenant unions have the right to make consolidated complaints about their buildings.
 - d. Owners who fail to comply with habitability standards must be sanctioned.
 - i. If an owner is participating in a federal housing program (e.g., HUD programs, Rural Development, LIHTC) or owns a property with a federally-backed mortgage, sanctions may include a bar or suspension from future participation in that program. Enforcement activities by the relevant federal agencies should be transparent and involve impacted tenants.
 - e. Remedies should minimize harm to tenants where possible.
 - i. States and localities should explore enforcement mechanisms that do not penalize tenants and set up pipelines to social housing.²⁹
- 4. Neighborhood-level risks:
 - a. Upon learning about neighborhood-level risks, the landlord must provide notice to residents of these risks within a specific period of time; and
 - b. In addition to the notice, the landlord must provide tenants with a right to remain in their unit for the duration of the remediation work (provided it is safe to do so). If the tenant chooses not to remain or cannot remain because of safety concerns, the landlord must provide the tenant with the option to move with counseling and relocation support.
- 5. Habitability and evictions:
 - a. The tenant may assert breach of warranty of habitability either as an affirmative claim against the landlord or an affirmative defense and/or counterclaim in an eviction case for nonpayment of rent; and

- b. Tenants have the right to be free from retaliatory eviction. Rebuttable presumption that eviction is retaliatory if it takes place within six months of the repair request.

6. Federal housing programs:

- a. Tenants should have the right to remediate habitability issues in federally subsidized housing, including the right to take the following actions without retaliation:
 - i. Report violations;
 - ii. Participate in inspections and in remediation;
 - iii. Contribute to redevelopment and relocation planning; and
 - iv. Demand remediation of hazardous or unhealthy conditions and appropriate compensation.
- b. During remediation, tenants have the right to timely, temporary relocation to safe, accessible, and habitable affordable housing near the property while remediation occurs.
- c. If remediation requires substantial rehabilitation (and longer-term relocation for tenants), the following actions are necessary to minimize permanent displacement from federally subsidized units:
 - i. Tenants must have a right to return to the rehabilitated property without eligibility rescreening;
 - ii. The housing provider should demonstrate that no affordable units have been lost as a result of the remediation; and
 - iii. Tenants permanently displaced from federally-assisted housing must receive a choice of replacement housing or full *Uniform Relocation Act* benefits.
- d. Landlords must proactively inform tenants about their Rental Assistance Demonstration (RAD) choice mobility rights, if applicable.
- e. Additional funding is needed to increase staff at federal agencies to better hold landlords accountable for violations.

- f. Tenants must have a way to hold federal agencies, including HUD, accountable for enforcing its own habitability standards against landlords participating in HUD programs. HUD must see tenants as its constituents and on equal footing as landlords.

Increase transparency about landlords and properties: Require states and localities to make information about landlords more transparent for tenants and local governments, as well as provide funding incentives and technical assistance for states and localities to carry out such requirements

1. State and local rental registries: Create rental registries with information about landlords and properties including:³⁰

- a. Owner:

- i. Name, domicile address (no P.O. Boxes), telephone number, other contact information, and any information about beneficial ownership;
- ii. Type of federal or state housing subsidy or financing received; and
- iii. If the owner is a corporation, general or limited partnership or a limited liability company (LLC), it must provide:
 1. Documents that created the business association (articles of incorporation, partnership agreement, articles of organization);
 2. Operating agreement; and
 3. The name, position, physical address, phone number, and duties and responsibilities of each officer/shareholder/partner/member with respect to the subject rental property.

- b. Property Management Information:

- i. Name, domicile address, telephone number, and the duties and responsibilities of the property manager, whether the property manager is a licensed real estate broker, and the property manager's real estate broker license number.

c. Buildings:

- i. Tenant complaints regarding health and safety, harassment, discrimination, or other issues;
- ii. Inspection and code enforcement history;
- iii. Eviction history and eviction rates;
- iv. Covenants and other affordability restrictions and their expiration dates (such as for LIHTC properties and other buildings receiving federal subsidies);
- v. Whether the property has a federally-backed mortgage; and
- vi. Whether the property accepts rental assistance.

2. National database of federally subsidized housing:

- a. The federal government should establish a national database of all federally subsidized housing that is accessible and searchable by the public. The database should include the following information:
 - i. The eviction rate at the property;
 - ii. Health standards for the building and complaints made to the local housing authority or health department about the building; and
 - iii. Whether the property or owner is subject to a HUD enforcement action, including what actions HUD has taken and how issues have been resolved.

SECTION 5: THE RIGHT TO REASONABLE RENT AND COSTS

Tenants must have the right to stable and affordable rents. In 2021, 21.6 million tenant households were cost-burdened, spending more than 30% of their income on rent. For 11.6 million of these households, rent consumes more than half of their income, making them severely cost-burdened.³¹ The cost burdens are particularly pronounced for tenants of color, in part because both historical and present-day discrimination limits their access to housing. While 45% of white households were cost-burdened in 2021, that share rises to 57% and 53% for Black and Hispanic households respectively.³²

While many tenants are impacted by high costs, renters with the lowest incomes are most acutely harmed. This harm is intensified by a widening gulf between the housing costs that renters must pay and the wages they earn. Between 2001 and 2021, median rents increased by nearly 18% whereas household income increased only 3%. In the United States, a tenant working full-time at the prevailing minimum wage cannot afford to pay the fair market rent of a modest two-bedroom apartment in any county or state.³³ In only 7% of counties, a full-time minimum wage worker can afford the fair market rent of a one-bedroom apartment.³⁴

“While many tenants are impacted by high costs, renters with the lowest incomes are most acutely harmed. This harm is intensified by a widening gulf between the housing costs that renters must pay and the wages they earn.”

“ Junk fees divert the limited income that families would otherwise be used to pay their rent, and unanticipated rent hikes often push families into homelessness.”

For families living in poverty, the problem is dire. Although federally subsidized housing programs exist to help low-income renters, only one out of four households that qualify receive this benefit.³⁵ Many renters living in properties financed with the LIHTC program pay more than half of their income on rent, despite living in “affordable” housing. In fact, a majority (59%) of extremely low-income renters living in LIHTC properties without additional rental assistance are severely cost-burdened and are one broken-down car or missed day of work away from facing eviction, and in worst cases, homelessness. Renters without access to federal assistance must navigate the private rental market. For households with incomes of less than \$15,000, three out of four spend more than half of their income on rent, leaving little to no room for essentials such as food, medicine, and transportation.³⁶

For low-income families whose budgets are buckling under the weight of these housing costs, every dollar counts. Junk fees divert the limited income that families would otherwise use to pay their rent, and unanticipated rent hikes often push families into homelessness. Even if families manage to make ends meet in a given month, the looming threat of losing one’s home adds significant physical and mental stress to households.

Furthermore, uncapped rent increases and the imposition of unforeseen or unreasonable fees and charges undermine the protections afforded by other tenant protections.³⁷ Once tenants fall behind on their rent, landlords can easily evict for nonpayment of rent to circumvent other tenant protections. The fact that several states require a tenant to be current on rent and related fees prior to exercising their rights makes it critically important to ensure that landlords do not have the ability to circumvent tenant protections through arbitrary rent increases or the imposition of unreasonable fees.

Measures to ensure reasonable rents and fees must be paired with resources to monitor and enforce these protections.

CREATING AND ENFORCING REASONABLE RENTS AND COSTS

Regulate rent to promote financial stability for tenants and to prevent rent gouging

1. Federal, state, and local rent regulation

- a. Ban unreasonable rent increases and provide predictability for tenants. Ensure landlords do not undermine rent regulation by imposing additional fees and charges.
- b. Prohibit landlords from raising rents if the property fails to meet state and local habitability standards.

2. Prohibit state preemption of local rent stabilization ordinances.

Regulate non-rent fees and charges to promote financial stability for tenants and to ensure that tenants are not evicted for failure to pay fees and charges other than rent

1. General provisions:

a. Landlords must:

- i. Provide multiple options for submitting monthly rental payments, with at least one cost-free option;
- ii. Provide tenants with receipts of their rent payments;
- iii. Allocate rental payments to rent before any other charges or fees; and
- iv. Provide tenants with reasonable access to their rent ledger.

b. Charges other than rent:

- i. Rent should cover all services, maintenance, and utilities that cannot be individually metered for each household. Landlords must not charge any mandatory fees for basic services necessary for occupancy (e.g. trash collection);
- ii. Landlords may charge additional fees only for optional services that the tenant may refuse, that the landlord actually provides, and whose amount does not exceed the cost of its provision; and
- iii. The lease must include:

1. An itemized list of all non-rent fees with a clear definition explaining the costs that each fee is for;

2. A statement that the tenant may opt out of such fees; and
 3. And a clear distinction between rent charges, which can factor into an eviction for nonpayment of rent, and non-rent charges, which cannot.
2. Security deposits: Cap the amount that a landlord can charge for a security deposit to the equivalent of one month's rent. In addition, tenants must have the following protections:
 - a. During tenancy, the landlord must provide information about where the deposit is held and the accruing interest. States should entitle tenants to interest if they don't already.
 - b. Upon completion of tenancy:
 - i. Landlords must provide a walkthrough inspection and a written checklist;
 - ii. Landlords must provide a timely return of security deposits with accrued interest and may not retain any amount of the security deposit for normal wear and tear, turnkey items, or permissible early lease terminations; and
 - iii. Fees associated with new security deposit insurance models (e.g. LeaseLock) must be refundable or deductible from any charges imposed at the end of a lease.
3. Late fees: Late fees must be reasonable, not unconscionable, and proportionate to the amount of monthly rent.
4. Utilities:
 - a. If the landlord charges the tenant for metered utilities, the landlord must provide the tenant with a timely statement that includes the meter reading at the beginning and end of the month, current service rates, the exact amount due, and information on how to appeal this calculation. If the landlord requires that tenants share a meter, the statement must note this arrangement, and it should not include charges for common areas; and
 - b. Tenants are entitled to uninterrupted utility services if their landlord fails to pay the utility bill for the rental property. Landlords may not unreasonably restrict or cancel utility services.
5. Rental insurance:
 - a. Tenants should not be required to purchase rental insurance. If a tenant chooses to purchase rental insurance, they should have the right to choose their insurance provider.

Keep rent affordable to very low-income tenants in all federal housing programs

1. General:

- a. Reform and expand the Family Self-Sufficiency program or an escrow-savings program to all subsidized tenants, including those in LIHTC properties, to allow tenants to save more when their incomes increase.
 - b. In programs where rent is not based on tenant income, such as LIHTC, rents must be set at a discount from market rate rents and owners should be required to seek and accept any available subsidy. Ideally, such programs should be reformed to ensure tenants do not pay more than 30% of their income on rent, or Congress should instead prioritize funding for development programs that provide affordability for tenants, such as public housing and the national Housing Trust Fund;
 - c. Housing providers should be barred from evicting current tenants in federally subsidized housing who are over-income and can't afford to move or have no place to move to;
 - d. Reasonable utility allowances (UAs) that cover all utilities (heating, cooling, trash, water, cooking gas, etc.) should be provided to tenants who pay utilities. UAs should reflect actual consumption rates and ideally, they should use the utility allowance process for housing authorities.
 - i. Additionally, when subsidized owners receive funds, such as from the *Inflation Reduction Act*, they will directly financially benefit from the improvements to their housing. Tenants should be able to maintain the UAs or a portion of the proceeds of the UA, which would otherwise go down because of the energy improvements.
 - e. Owners with a track record of high eviction rates and unreasonable rent increases should be prohibited from participating in federally subsidized housing programs, such as HUD, Project Based Rental Assistance (PBRA), and LIHTC.
2. HUD should require housing providers to show compliance with the hardship exemption to the minimum rent policy, including written policies made available to tenants and applicants.

SECTION 6: THE RIGHT TO ORGANIZE

Tenant organizing is often necessary to secure improved conditions when landlords, owners, or responsible agencies fail to comply with their obligations. Tenants—particularly tenants of color—often face harassment or retaliation for organizing. Retaliation can be fatal for Black and Brown tenants when landlords weaponize law enforcement. These tactics also exacerbate already deep racial disparities and inequities in housing and the criminal legal systems.

Most states do not protect tenants from retaliation for organizing their fellow tenants. Even some of the federally-assisted programs (most notably the LIHTC program) do not protect tenant organizing. Federal policy must establish and protect tenants' right to organize independently of management and across different properties. Federally-assisted programs must also provide funding for tenant outreach, education, and organizing; and agencies must take enforcement action against violations of the right to organize. For the private rental market, Congress should create a right to organize for all tenants. Monitoring, oversight, and enforcement measures are needed to ensure tenants can fully exercise their right to organize.

“ Most states do not protect tenants from retaliation for organizing their fellow tenants. Even some of the federally-assisted programs (most notably the LIHTC program) do not protect tenant organizing. Federal policy must establish and protect tenants' right to organize independently of management and across different properties.”

CREATING AND ENFORCING THE RIGHT TO ORGANIZE

Strengthen tenants' right to organize in federally subsidized programs as set out in the *Tenants' Right to Organize Act*

1. Provide HCV and tax credit tenants the same right to organize as public housing tenants do under 24 CFR § 245.100, including, but not limited to:
 - a. The right to establish and operate a tenant organization;
 - b. The requirement that owners/agents recognize legitimate tenant organizations and the concerns that they raise; and
 - c. The right to engage in the activities listed in 24 CFR § 245.115.
2. Provide funding, outreach, training, and technical assistance for tenants by:
 - a. Increasing the per-unit funding in the Public Housing Operating Fund; allocating the increased amount to tenant participation funds that resident councils can use; and giving resident councils more autonomy in how they use the money; and
 - b. Expanding eligibility for Section 514 grants to include HCV and LIHTC tenants.
3. Prohibit retaliation against tenants who exercise their organizing rights or who merely participate in tenant organizing/organizations.
 - a. Prohibit owners from interfering with a tenant's right to organize a tenant association, initiate contact with tenants, convene meetings, distribute literature, post information, and provide building access to an outside tenant organizer. This includes ensuring access to the common areas of the property and tenants' own units; and
 - b. Include a rebuttable presumption that an adverse action taken against a tenant that is a member of a tenant organization is an act of retaliation.
 - c. Retaliation includes, but is not limited to:
 - i. Unlawfully seeking to recover possession of the tenant's unit;
 - ii. Evicting tenants, especially over minor lease violations;

- iii. Increasing the rent;
 - iv. Withholding repairs;
 - v. Decreasing services;
 - vi. Increasing tenant obligations;
 - vii. Violating tenant's privacy;
 - viii. Harassment;
 - ix. Physically harming tenants;
 - x. Destroying tenant organizing materials;
 - xi. Refusing to honor the lease;
 - xii. Slandering or libeling the tenant;
 - xiii. Knowingly making false statements to law enforcement or mental health institutions; and
 - xiv. Making inappropriate calls to police on tenants.
4. The right to remedies for violations of these rights, including, but not limited to:
- a. Civil penalties;
 - b. Injunctive orders;
 - c. Liability for damages to tenants or a tenant organization and its members;
 - d. Suspension or revocation of owner/agent's business license or registration; and
 - e. Reasonable attorney's fees.
 - f. Landlords must be held accountable for the actions of their agents, including hired security guards.
5. Provide tenants with a meaningful role in oversight, specifically allowing tenants to:
- a. Participate in HUD's physical inspection and management review process;
 - b. Enforce the Housing Assistance Payments (HAP) contract between landlords and PHAs;

- c. Where the property is being redeveloped and transitioned to private management, participate in the selection of private management; the development of the management plan, and the development of a Section 3 job/training plan that includes resident services and programs; and
 - d. Require meaningful engagement and outreach in communities when enacting changes to Admin Plans.
6. Require mandatory bargaining a set number of times per year between landlords and tenants and include provisions that penalize non-compliant landlords by expressly permitting tenants to reduce their rent payments.³⁸

Establish a federal right to organize in the private rental market and provide funding incentives to states and localities to implement this right. Congress, states, and localities should ensure that tenants in the private rental market have the following:³⁹

- 1. The right to organize.
 - a. Include protections against landlord interference with the right to organize a tenant association, convene meetings, distribute literature, post information, and provide building access to an outside tenant organizer.⁴⁰
- 2. Protection from retaliation for exercising the tenant's right to organize.⁴¹
 - a. Retaliation includes, but is not limited to:
 - i. Unlawfully seeking to recover possession of tenant's unit;
 - ii. Evicting tenants, especially over minor lease violations;
 - iii. Increasing the rent;
 - iv. Decreasing services;
 - v. Withholding repairs;
 - vi. Increasing tenant obligations;
 - vii. Violating tenant's privacy;
 - viii. Harassment;
 - ix. Physically harming tenants;

- x. Destroying tenant organizing materials;
 - xi. Refusing to honor the lease;
 - xii. Slandering or libeling the tenant;
 - xiii. Knowingly making false statements to law enforcement or mental health institutions; and
 - xiv. Making inappropriate calls to police on tenants.
3. The right to remedies for violations of these rights, including, but not limited to:
 - a. Civil penalties;
 - b. Injunctive orders;
 - c. Liability for damages to tenants or a tenant organization and its members;
 - d. Suspension or revocation of owner/agent's business license or registration; and
 - e. Reasonable attorney's fees.
 4. The right for tenant organizations to take part in the oversight of their buildings.⁴²
 5. Funding for outreach, training and technical assistance needed to exercise the above organizing rights.

Establish *Tenant Opportunity to Purchase* (TOPA) policies at the federal, state, and local level that provide tenants living in multi-family buildings with advance notice that the landlord is planning to sell their building and an opportunity for them to collectively purchase the building

1. Tenants should have sufficient time to express interest in exercising their TOPA right, make an offer, and secure funding.
2. Governments should create an entity that administers a fund and provides both funding and technical assistance to support acquisitions by tenant associations and organizations.⁴³ At the very least, there should be supplemental public funding sources in the case of affordable housing sales.

Create opportunities for tenants to have a greater say in federal housing programs

1. Direct all federal agencies that administer housing programs to ensure tenants have direct input into the programs and policies that impact them. Tenant engagement should include consultation and feedback from tenants with disabilities, tenants of color, older tenants, and other marginalized populations. No policy impacting tenants should be made by federal agencies without tenants playing a key role in the process, from beginning to end.
2. Create an Office of the Tenant Advocate at HUD to engage with all relevant federal agencies on housing-related issues and to represent the perspectives and interests of tenants.
3. Direct all federal agencies that administer housing programs to provide information on all proposed and final policies in clear, plain language so that people with lived experience—regardless of disability and language proficiency—can provide critically needed feedback. All government websites should be accessible.

SECTION 7: THE RIGHT TO SAFEGUARDS AGAINST EVICTION

An eviction can have a devastating effect on a family's stability, employment and their health and educational outcomes.⁴⁴ The effects are even more pronounced for marginalized communities, with Black women, survivors of gender-based violence, and people with disabilities facing eviction at markedly higher rates than other groups.⁴⁵ This lasting impact on already disadvantaged communities is due in part to the fact that landlords have essentially unchecked power to initiate an eviction proceeding for any reason or for no reason. Abuse of this power can create a vicious cycle of housing insecurity as individuals with eviction histories are forced to choose between homelessness and entering predatory housing arrangements. Allowing landlords to evict a tenant or refuse to renew a lease for any reason or no reason at all reinforces this disproportionate power imbalance between tenants and housing providers and undermines the other protections in this document.

This imbalance can manifest in formal eviction proceedings, but it also produces a reality where 30% of tenants move after the first sign of an impending eviction, sacrificing their housing stability to avoid the devastating impact of an eviction record on their housing prospects.⁴⁶ The power imbalance is also apparent in the use of illegal "self-help evictions" that take place outside of the eviction court system. For many people who move out under such threats of eviction, the consequence is often homelessness.⁴⁷ Additional enforcement measures are needed to protect renters from eviction and to hold landlords accountable for their abusive and predatory behavior.

The eviction process must be redesigned to focus on housing stability and eviction diversion, prioritizing upstream solutions. Tenants should be able to assert their rights in eviction court and be treated fairly, regardless of access to counsel or legal training.

“This lasting impact on already disadvantaged communities is due in part to the fact that landlords have essentially unchecked power to initiate an eviction proceeding for any reason or for no reason.”

CREATING AND ENFORCING THE RIGHT TO SAFEGUARDS AGAINST AN EVICTION

Right to security of tenure

Ensure that tenants have the following protections to ensure security of tenure; and provide funding incentives and technical assistance for states and localities to carry out this requirement

1. Just cause: Federal, states and local governments must impose a just cause requirement for evictions, lease non-renewals, and “no fault” terminations, and Congress should apply these standards to all rental properties with federally-backed mortgages. Under these laws, the landlord may not terminate or refuse to renew the lease without just cause, which is limited to the following:
 - a. At-fault causes:
 - i. Nonpayment of rent in an amount no less than one month’s worth of fair market rent.⁴⁸
 1. Prior to filing, the landlord must facilitate the tenant’s access to emergency rental assistance and participation in an eviction diversion program.
 - ii. Substantial violation of the lease, which the tenant failed to correct after notice.
 - iii. Committing or permitting a nuisance within the rental unit.

b. No-fault causes:

- i. Good faith intent to occupy the rental unit for personal use and occupancy by the landlord or party that the landlord sells the property to.
- ii. Renovation is required, during which the tenant cannot safely occupy the rental unit.
- iii. Demolition or substantial rehabilitation of the rental unit.
- iv. Discontinue using the unit for rental housing.
- v. Conversion of the rental unit to a condominium or cooperative after securing government approval.

c. When terminating a tenancy due to a no-fault cause, the landlord must act in good faith and provide relocation assistance to the tenant.

- i. There is a rebuttable presumption that the landlord did not act in good faith if the landlord fails to take the action that was purported to be the basis of just cause during the 90 days immediately after the tenant vacates the unit.⁴⁹
- ii. Landlords must provide notice at least 120 days before terminating a tenancy due to a no-fault cause.
- iii. For relocation assistance, the landlord must either:
 1. Pay the tenant the equivalent of two months of fair market rent at the time of termination, or
 2. Waive in writing the payment of rent for the final two months of the tenancy, prior to the rent becoming due.

d. Federally subsidized housing:

- i. Federally subsidized tenants must receive strong just cause protections for both eviction and lease non-renewal, including those tenants with enhanced vouchers.
- ii. Housing providers may not evict federally subsidized tenants who are at risk of becoming homeless if the eviction is reasonably likely to lead to homelessness.

“Additional enforcement measures are needed to protect renters from eviction and to hold landlords accountable for their abusive and predatory behavior.”

2. Notice and right to cure: Tenants must have the right to an eviction notice of the lease violation no less than 30 days before lease termination, as well as the right to cure the lease violation.
 - a. The notice must be written in plain language, be accessible for tenants with limited English proficiency and tenants with disabilities, and include:
 - i. A description of the alleged lease violation specific enough for the tenant to prepare an adequate defense if available;⁵⁰
 - ii. An explanation of the tenant’s right to cure, including the actions needed to cure, the timeline, and the potential consequences of a failure to cure; and
 - iii. A statement of the tenant’s rights under local, state, and federal law.
 - b. The landlords must use a reliable method of delivery of the notice and receive confirmation of receipt by the tenant.
 - c. The cure period must run concurrent to the notice period.
 - i. For nonpayment of rent cases, the tenant must have the opportunity to pay the back rent due to preserve their tenancy.

3. Early termination: Tenants may terminate the lease early without incurring an excessive financial penalty⁵¹ in specific circumstances:⁵²
 - a. Tenant becomes eligible for subsidized housing;
 - b. Tenant is a survivor of gender-based violence and other victims of crimes;⁵³
 - c. Tenant loses employment;
 - d. Tenant secures new employment that requires a move;
 - e. Unit has poor or unsafe conditions, including indoor and outdoor environment, water quality, etc.;
 - f. Termination of the lease is necessary as a reasonable accommodation for a disability, including mental health and substance use treatment or the need to move to an assisted living facility;
 - g. Divorce or legal separation; or
 - h. Students in the event their school closes.

Strengthen the right of security of tenants in the LIHTC program

1. Require the United States Department of the Treasury to develop guidance defining good cause to evict.
 - a. The definition should match the current definition used in the HUD and U.S. Department of Agriculture (USDA) Rural Development (RD) Section 515 programs.
 - b. It should also clarify that good cause does not exist simply because a tenant:
 - i. Is over-income;
 - ii. Fails to participate in a recertification process not required by federal law; or
 - iii. Reaches the end of a lease term. Guidance would provide much-needed clarity for tenants, housing providers, and judges.
2. Require LIHTC property owners to notify tenants in writing of the anticipated expiration of the property's affordable use restrictions at least one year before the expiration date.

3. End the qualified contract loophole that landlords exploit to avoid affordable use restrictions.

Due process rights in eviction court

Enact and implement the following procedural protections in the eviction court system and provide funding incentives and technical assistance to states and localities through the United States Department of Justice Office for Access to Justice to carry out these requirements

1. Pre-filing eviction diversion:
 - a. Landlords must participate in good faith in pre-filing mediation/diversion before filing for eviction, and the eviction process must be paused until mediation is finalized;
 - b. Courts should set up mediation in a way that properly balances the rights of landlords and tenants; and⁵⁴
 - c. Congress should provide federal funding for such eviction diversion programs.
2. Eviction court procedures:
 - a. Cases must be filed under seal, similar to California;
 - b. Courts should charge landlords an eviction filing fee at an amount sufficiently high enough to prevent frivolous or serial eviction filings. This fee may not be charged to or passed onto the tenant;
 - c. Tenants are entitled to a hearing before eviction. States and localities may not impose unnecessary prerequisites on tenants as a condition of receiving a hearing, such as putting rent into a court registry or filing a written answer;
 - d. Tenants have the right to full, no-cost legal representation. If legal representation is not available for an eligible tenant, the court shall continue the matter until such time as counsel is available;
 - e. Damages for landlords are limited to actual losses;
 - f. For non-payment of rent cases, the landlord must apply for emergency rental assistance prior to filing, if available. The landlord

may not file an eviction for non-payment for a specific period of time after receipt of emergency rental assistance;

- g. Tenants should have an adequate opportunity to prepare and present defense, which includes adequate time for discovery;
- h. Tenants are entitled to a meaningful hearing on the merits:
 - i. Judges must be legally trained. Justices of the peace cannot preside over eviction cases;
 - ii. Tenants should have the opportunity to present proofs and arguments on relevant issues;
 - iii. Tenants have the right to assert relevant defenses, such as those related to the warranty of habitability, discrimination, etc.; and
 - iv. Tenants have the right to a jury trial if facing eviction.
- i. Tenants, like landlords, should have the right to appeal, and this right may not be subject to a cost-prohibitive bond requirement;
- j. Tenants have the right to adequate post-judgment procedures, including:
 - i. The right to reinstate tenancy by paying off the judgment before the physical eviction;
 - ii. Availability of hearing on emergency stay because of new evidence, changed circumstances, etc.;
 - iii. Automatic sealing and limitations on the dissemination of eviction records after a specific period of time. Eviction records should be expunged after 3 years;⁵⁵ and
 - iv. Any eviction filing that occurred during the pandemic should be expunged.
- k. The state or locality must develop standards for the sheriff or other actor when they carry out the eviction order and take possession of the property. The purpose of these standards should be to prevent violence during the physical eviction process.⁵⁶

Right to be free from unlawful “self-help evictions”

Protect tenants from unlawful “self-help evictions” and provide funding incentives and technical assistance to states and localities to carry out these requirements

1. States and localities should prohibit landlords and their agents from engaging in “self-help eviction” practices under any circumstances. A court order is necessary before a tenant can be removed from the property.
2. Tenants must have access to a practical, accessible, and pro se friendly court procedure to regain entry of the unit where the landlord violates this requirement.⁵⁷
3. Local law enforcement should develop and publish a policy on how to protect tenants against actual or threatened unlawful “self-help eviction” practices.⁵⁸ Law enforcement should also collect and provide data about these “self-help evictions.”
4. States and localities should develop an outreach plan that educates law enforcement agencies, landlords and tenants about the prohibition against “self-help evictions.”⁵⁹

CONCLUSION

At every stage of tenancy - from applying for housing and signing a lease to living in their home - renters face a power imbalance that tilts heavily in favor of landlords. Without sufficient protections in place, renters have no choice but to navigate what is an often brutal housing market. In most jurisdictions, landlords can dramatically raise rents, evict renters for no reason and with only a few days' notice, maintain poor housing conditions, and discriminate against or harass tenants without consequence. America's lowest-income and most marginalized tenants - including people of color, tenants with disabilities, families with children, and older tenants - are most harmed by the lack of legal protections, which further fuels racial and social inequities and puts these households at heightened risk of housing instability and, in the worst cases, homelessness.

Thanks to the relentless advocacy of tenants and their allies, states and localities have enacted or implemented more than 300 tenant protections in recent years, representing a major victory for renters in these communities. Without federal protections, however, this patchwork of state and local measures leaves millions more tenants without the basic protections they need to remain stably housed. Only a National Tenants Bill of Rights can ensure all tenants are protected regardless of where they live.

By strengthening and enforcing robust federal tenant protections through a National Tenants Bill of Rights - alongside sustained investments to address housing affordability and housing supply - policymakers can help shift the balance of power between tenants and landlords, redress long-standing racial and social inequities, and achieve housing justice.

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University of Washington School of Law, Law Student, Robert Colton

Contact

Noelle Porter
nporter@nhlp.org

Sarah Saadian
ssaadian@nlihc.org

Grace White
grace@tenantfederation.org

- ¹ Since 2020, advocates have successfully won and implemented [more than 300](#) renter protections at the state and local levels.
- ² The American Bar Association (ABA) has championed a basic level of protections in residential eviction law that lays out many of the principles included in this document. See [generally Am. Bar Assn, ABA Ten Guidelines for Residential Evictions Laws \(2022\)](#).
- ³ [Eric Dunn, The Case Against Rental Application Fees, 30 Georgetown J. on Poverty Law & Policy 21 \(2022\)](#).
- ⁴ Examples include disputed rental arrearages, criminal history after a specific number of years, eviction filings absent case disposition, records of incomplete sentences, probation/parole history, arrest records, etc.
- ⁵ See, e.g., Regulation (EU) 2016/679, 2018 OJ (L 127) 22 (GDPR).
- ⁶ See, e.g., 9 V.S.A. § 4456a (“A landlord or a landlords’ agent shall not charge an application fee to any individual in order to apply to enter into a rental agreement for a residential dwelling unit.”) Additionally, states must also ensure that they are not predicating certain applicant protections upon the payment of a fee (as eliminating the fee then eliminates those protections).
- ⁷ Some of the recommended provisions align with the proposed [Housing for Formerly Incarcerated Reentry and Stable Tenancy Act](#) introduced by Congresswoman Ayanna Pressley and Congresswoman Rashida Tlaib. [Press Release, Pressley, Tlaib Unveil Bill to Increase Housing Access for People with Criminal Records \(June 14, 2023\)](#).
- ⁸ [National Consumer Law Center, 2024 Consumer Reform Priorities to Protect Tenants 1 \(Mar. 7, 2024\)](#).
- ⁹ *Id.* at 2.
- ¹⁰ *Id.* at 1.
- ¹¹ “Rates of accuracy” need to be defined so that they are not simply dispute rates reported by the consumer reporting agencies.
- ¹² This information will allow landlords to make informed decisions about the likely accuracy of the consumer reports that they are purchasing.
- ¹³ Landlords have used these waivers to deprive tenants of their rights, including:
- State procedural protections, such as specifying methods of notice delivery not otherwise permitted;
 - State substantive protections, such as requiring repairs to be done exclusively by tenants in violation of New York’s warranty of habitability; and
 - State constitutional rights, such as a right to a jury trial or Pennsylvania’s constitutional right to appeal a magisterial judgment.
- ¹⁴ See [generally Chantelle Wilkinson, Lofty Rhetoric, Prejudiced Policy: The Story of How the Federal Government Promised—and Undermined—Fair Housing, 2024 Advocates’ Guide \(National Low Income Housing Coalition, 2024\)](#).
- ¹⁵ [Poverty & Race Research Action Council, Expanded Protections for Families with Housing Choice Vouchers \(2018\)](#).
- ¹⁶ See, e.g., [Fair Housing for Domestic Violence and Sexual Violence Survivors Act of 2021 H.R. 2542, 117th Congress \(2021\)](#).
- ¹⁷ See, e.g., [Los Angeles, Calif., Ordinance No. 187109 \(2021\) \(tenant anti-harassment ordinance\)](#).
- ¹⁸ Examples of such discrimination include the use of crime-free programs and nuisance property ordinances, registries for “bad” tenants, exclusionary zoning, aggressive code enforcement or other fines and fees that reduce the supply of affordable housing.
- ¹⁹ The proposed [VITAL Act](#) would ensure that LIHTC is treated as a federal housing program and thus covered by Section 504. [Visible Inclusive Tax credits for Accessible Living \(VITAL\) Act, S. 1377, 118th Cong., \(2023\)](#).
- ²⁰ See, e.g., [Los Angeles, Calif., Ordinance No. 187109 \(2021\) \(tenant anti-harassment ordinances\)](#).
- ²¹ See, e.g., [Press Release, U.S. Dep’t of Justice, Housing Authority of Los Angeles County and the Cities of Lancaster, California, and Palmdale, California, Agree to Settle Fair Housing Claims in the Antelope Valley for \\$2 Million \(July 20, 2015\)](#).
- ²² See, e.g., N.Y. Real Property Law § 235-b(1).
- ²³ In all states except for Arkansas, courts have recognized an implied warranty of habitability. Under the implied warranty, landlords have a common law duty to maintain a habitable property. [Alice Noble-Allgire, Research Memorandum, National Housing Law Project](#). Although the Arkansas legislature passed statewide standards for rental housing in 2021, the provisions fall short of other states’ implied warranty of habitability. [Ginny Monk, Renter Protections Set to Start in Arkansas This Fall \(June 1, 2021\)](#). In addition, at least forty-five states have codified this warranty in statute. Noble-Allgire, *supra* at 2.
- ²⁴ See [Javins v. First National Realty Corp, 428 F.2d1071, 1082 \(D.C. Cir. 1970\)](#).
- ²⁵ See, e.g., U.S. Dep’t of Defense, [Military Housing Privatization Initiative Tenant Bill of Rights](#) (outlining fifteen rights that the Dep’t committed to provide the full benefits of by May 2020). The landlord’s duty to repair is triggered by actual or constructive notice of a problem related to health and safety by the tenant. The landlord should be subject to clear and enforceable remediation obligations with established timelines.
- ²⁶ *Id.*
- ²⁷ *Id.*
- ²⁸ The right to repair-and-deduct recognizes the reduced value of property that does not meet health and safety standards.
- ²⁹ See, e.g., NYC Community Land Initiative, [“Commodifying Our Communities” \(Dec. 2020\)](#) (proposing alternatives to lien sales that prioritizes community land trusts).
- ³⁰ [PolicyLink, Rental Registries, \(under tab entitled “Where Is it Working”, describing rental registries in Minneapolis, Minnesota; Concord, California; Portland, Oregon; Syracuse, New York; and Buffalo, New York\)](#).
- ³¹ [Joint Ctr. for Hous. Studies of Harvard Univ., The State of the Nation’s Housing 2023, at 5-6 \(2023\)](#).
- ³² *Id.* at 37.
- ³³ [National Low Income Housing Coalition, Out of Reach 2023, \[hereinafter Out of Reach\]](#).
- ³⁴ *Id.*
- ³⁵ [Center for Budget & Policy Priorities, More Housing Vouchers: Most Important Step to Help More People Afford Stable Homes \(2021\)](#).

- ³⁶ See *Out of Reach*, *supra* note 36.
- ³⁷ Julietta Cuellar, *Effect of “Just Cause” Eviction Ordinances in Four California Cities*, Princeton Univ. J. of Public and Int’l Aff. (May 2019) (noting that “just cause eviction ordinances protect residents from being evicted arbitrarily, but do not protect tenants if they are unable to afford their rent payments”)
- ³⁸ See, e.g., San Francisco Admin. Code § 49A.4(c) (requiring a landlord to attend at least one tenant association meeting per quarter pursuant to Union-at-Home Ordinance).
- ³⁹ See, e.g., *Right of Tenants to Organize Amendment Act of 2006*, D.C. Code § 16-160.
- ⁴⁰ See, e.g., D.C. Code § 42-3505.06
- ⁴¹ See, e.g., D.C. Code § 42-3505.02; *New Haven, Conn. Ord. No. OR-2022-17 (May 31, 2022)* (prohibition against retaliatory evictions based on a tenant’s membership in a tenant union).
- ⁴² In New Haven, for example, tenant unions may launch an investigation from the local Fair Rent Commission office into housing conditions at the apartment in question. *Laura Glesby, Fair Rent OKs New Tenants’ Union Rules, New Haven Independent (Oct. 19, 2022)*.
- ⁴³ See, e.g., *Julia Duranti-Martinez & David M. Greenberg, Stable Homes and Resident Empowerment: Implementing Effective Tenant and Community Opportunity to Purchase Programs 8-15 (2023)* (describing how the “*Tenant Opportunity to Purchase Act (TOPA)* has created most of the 4,400 limited-equity cooperative homes across 99 buildings in the District [of Columbia]”).
- ⁴⁴ See Matthew Desmond & Carl Gershenson, *Housing and Employment Insecurity among the Working Poor*, 63 Soc. Problems 46; Hugo Vásquez-Vera et al., *The Threat of Home Eviction and its Effects on Health Through the Equity Lens: A Systematic Review*, 175 Soc. Sci. & Med. 199 (2017); Matthew Desmond & Rachel Tolbert Kimbro, *Eviction’s Fallout: Housing, Hardship, and Health*, 94 Soc. Forces 295 (2015).
- ⁴⁵ See, e.g., *Peter Hepburn, Renee Louis & Matthew Desmond, Racial and Gender Disparities among Evicted Americans*, Eviction Lab (Dec. 16, 2020) (noting that “property owners disproportionately threaten Black and Latinx renters—particularly women—with eviction”); see Timothy A. Thomas, *The State of Evictions: Results from the University of Washington Evictions Project (Feb. 17, 2019)* (noting that “[b]lack adults are evicted 5.5 times more than Whites in King County [and] 6.8 times more in Pierce [County]”).
- ⁴⁶ *Miriam Axel-Lute & Brandon Duong, Fixing the Harms of Our Eviction System: An Interview with Emily Benfer, Shelterforce (Mar. 4, 2021)*.
- ⁴⁷ *Margot Kushel, MD & Tiana Moore, PhD, UCSF Benioff Homelessness and Housing Initiative, Toward a New Understanding: The California Statewide Study of People Experiencing Homelessness 34 (2023)*.
- ⁴⁸ See, e.g., *Los Angeles, Calif., Ordinance No. 187763 (Jan. 27, 2023)*.
- ⁴⁹ For example, the landlord fails to occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit.
- ⁵⁰ In nonpayment cases, this includes the specific amount of rent due and the calculation that resulted in that amount.
- ⁵¹ Examples include financial penalties in the amount of three times the monthly rent or the equivalent of the rent due under the remainder of the lease term.
- ⁵² Examples of early termination provision under federal law include deployment under the *Servicemembers Civil Relief Act*, 50 U.S.C. 535(c) and the *Violence Against Women Act* for federal housing programs.
- ⁵³ Note that most states allow this only for survivors. See *National Housing Law Project, Housing Rights of Domestic Violence and Sexual Assault Survivors: A State and Local Law Compendium (2024)*.
- ⁵⁴ Currently, mediation favors landlords, especially if landlords hire the mediators.
- ⁵⁵ Sealing policies should balance the tenant’s right to privacy with the need for research to develop effective eviction prevention interventions in a given jurisdiction.
- ⁵⁶ See, e.g., *Chad Pradelli, Philadelphia Landlord and Tenant Office Resumes Evictions, Implements Changes, WPVI-TV (Aug. 21, 2023)*.
- ⁵⁷ For example, Legal Aid Hawai’i developed *illegal lockout forms* for tenants to obtain a temporary restraining order against a landlord who is engaging in self-help pursuant to Haw. Rev. Stat. § 521-63(c).
- ⁵⁸ See, e.g., *Philadelphia Police Department, Directive 3.17, Prohibition Against Self-Help Eviction Practices: Philadelphia Code 9-1600 (Apr. 1, 2013)*.
- ⁵⁹ See, e.g., *Calif. Dep’t of Justice, Information Bulletin No. 2022-DLE-05, Protecting Tenants Against Unlawful Lockouts and Other “Self-Help Evictions” (July 13, 2022)*; *Memorandum from New York Office of the Attorney General to New York State Law Enforcement Departments Unlawful Evictions Under RPAPL § 768 (Oct. 17, 2022)*; *Press Release, Office of Hawaiian Affairs, Tenant Advocates Warn Landlords of Consequences for Illegal Evictions (Aug. 4, 2020)*.

2024 NATIONAL TENANTS BILL OF RIGHTS

