



**Refugee Housing**  
SOLUTIONS



# Tenant Toolkit



Refugee Housing Solutions is a project of CWS  
under an agreement paid for by the U.S. Department of State.

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# Introduction

The U.S. welcomes many refugees and other newcomers<sup>1</sup> [hereafter “newcomers”] in response to world crises. Refugee Housing Solutions (RHS) is Church World Service’s (CWS) innovative response to welcoming and addressing the housing challenges individuals and families face when coming to the U.S. The RHS team shares information about housing opportunities, which this toolkit highlights.

If you are a newcomer to the U.S. seeking housing and want to learn how to be a successful renter and navigate the U.S. rental housing market, we welcome you to explore the RHS Tenant Toolkit.

It is accepted that safe, stable, healthy, affordable housing builds stronger communities. Unfortunately, the U.S. is currently (2022-2023) in a housing crisis that is causing a rental housing shortage for Americans and newcomers alike. The situation, which varies by location, is causing low-income families, including newcomers, to spend more than half their earnings on housing.

With a volatile U.S. rental market, newcomers are struggling to find housing as the foundation for rebuilding their lives. Newcomers are not alone in their housing search. But even with federal, state, and local government support alongside social service agency support, challenges remain. In searching for safe, affordable homes, newcomers find that the complexities of stringent American rental requirements create additional challenges. With all aspects of the current rental housing situation in mind, RHS and all others in the refugee welcoming community agree that interagency partnerships and collaborations will optimize everyone’s chances of success in renting a safe, affordable room, apartment, or house.

To support newcomers in particular, the RHS team is ready to help all who have questions or concerns regarding the spectrum of renting opportunities, processes, and challenges in the U.S. This covers the Fair Housing Act as well as the details of the application process, and explains rental tenure, including housing provider and tenant responsibilities and rights.

RHS staff understand that when you are well-informed and know your rights and responsibilities, you are prepared to be a successful renter and future homeowner. RHS aims to help you understand the U.S. rental process by providing information and resources, including technical assistance and training – all of which can be accessed on the [RHS website](#). Importantly, the RHS team can also share leads on opportunities with housing providers.

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<sup>1</sup> In addition to asylum seekers vetted and approved before coming to U.S., there are newcomers in the U.S. with [Temporary Protected Status](#) because of ongoing armed conflict, an environmental disaster or epidemic, or other extraordinary and temporary conditions. Afghans and Ukrainians are among the best-known nationalities with this status. Others are from Burma (Myanmar), Cameroon, El Salvador, Ethiopia, Haiti, Honduras, Nepal, Nicaragua, Syria, Somalia, Sudan, South Sudan, Venezuela, and Yemen.

# Purpose of the Tenant Toolkit

RHS is designed to support all stakeholders, especially newcomers, in finding and securing affordable housing. In this toolkit, you will find information on how to be a successful tenant.

## Disclaimer

The contents of this toolkit are intended for informational purposes only and should not be relied upon as legal advice. Refugee Housing Solutions makes no claims or guarantees of the completeness or accuracy of the information herein. Nothing contained in this toolkit constitutes an endorsement or recommendation of any organization. Please consult your legal department or a licensed attorney if you need legal advice.

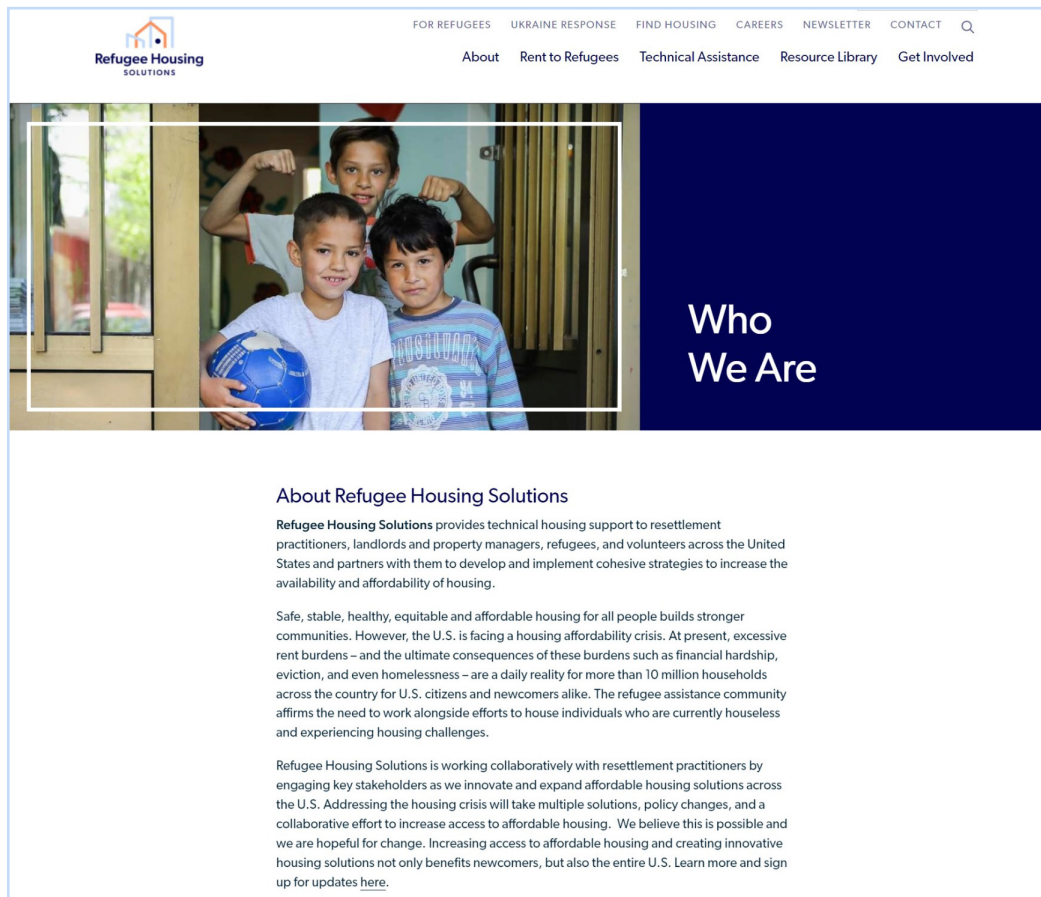
## About Refugee Housing Solutions

CWS is a faith-based organization working to help communities around the world find sustainable responses to hunger, poverty, displacement, and disaster. RHS is a project of CWS designed to increase access to safe, sanitary, and affordable housing for refugees and other newcomers. RHS is based on CWS' belief that everyone deserves a safe place to call home.

With funding from the U.S. State Department Bureau of Population, Refugees, and Migration (PRM), RHS provides resources and one-on-one technical support to all 10 national resettlement agencies and their more than 300 affiliates across the country.

A vital RHS component is the educational tools and training materials developed for housing providers, including many in the hospitality industry who are helping welcome and house newcomers with short-term housing when needed.

RHS is designed to be a facilitator to improve and expand access to existing housing and to innovate new solutions that help newcomers find safe, secure, affordable housing.



**About Refugee Housing Solutions**

Refugee Housing Solutions provides technical housing support to resettlement practitioners, landlords and property managers, refugees, and volunteers across the United States and partners with them to develop and implement cohesive strategies to increase the availability and affordability of housing.

Safe, stable, healthy, equitable and affordable housing for all people builds stronger communities. However, the U.S. is facing a housing affordability crisis. At present, excessive rent burdens – and the ultimate consequences of these burdens such as financial hardship, eviction, and even homelessness – are a daily reality for more than 10 million households across the country for U.S. citizens and newcomers alike. The refugee assistance community affirms the need to work alongside efforts to house individuals who are currently houseless and experiencing housing challenges.

Refugee Housing Solutions is working collaboratively with resettlement practitioners by engaging key stakeholders as we innovate and expand affordable housing solutions across the U.S. Addressing the housing crisis will take multiple solutions, policy changes, and a collaborative effort to increase access to affordable housing. We believe this is possible and we are hopeful for change. Increasing access to affordable housing and creating innovative housing solutions not only benefits newcomers, but also the entire U.S. Learn more and sign up for updates [here](#).

# How to Be a Successful Tenant

## Before You Start Your Housing Search

Since the U.S. rental housing market is complex, you need to know what to expect and how to prepare and start your search. Staff from a refugee resettlement agency will likely be supporting you. Still, before the housing search begins, you will need to know:

- where you are going to live (location)
- the size of the unit and amenities you need to be housed safely (needs)
- what you can afford (affordability and budget)

## Location

This will have been decided for most newcomers by the U.S. Refugee Admission Program, which places newcomers in cities, towns, and communities across the U.S. where resettlement agencies know newcomers will be welcome and able to settle safely.

## Needs

Once you know where you will live, you must determine your housing needs. When selecting your needs, ensure it is a NEED and not a WANT. Remember, everything comes with an expense. The initial goal is for you to find safe, sanitary, and affordable housing. These are typical, standard requirements you should consider when seeking housing:

- apartment or house size and number of bedrooms to meet your family size
- accessibility for a disabled person, if needed
- availability of and access to public transportation
- proximity to family and friends, if possible

## Availability

Before you start your housing search, you need to know your budget as it will determine the rent amount you can afford. You should not spend more than 30% of your whole household's total monthly income on rent and utilities. For example, if your monthly collective income from three workers is \$1,000, you can afford \$300 per month ( $\$1,000 * 0.30$ ).

## Starting Your Housing Search

Once you determine what you can afford based on the apartment or house size needed, the location, and the amenities that meet basic needs, you can begin your housing search. These are some online tools and resources to help.

- **Affordable Housing Resources**

 [Public Housing Assistance](#) | U.S. Department of Housing and Urban Development (HUD)

 [Low-Income Tax Credit](#)

 [AffordableHousing.com](#)

 [SocialServe.com](#)

- **Popular Housing Search Engines**

 [Airbnb](#)

 [RentCafe](#)

 [Apartments.com](#)

 [Rent.com](#)

 [Hotpads](#)

 [Trulia](#)

 [4Stay](#)

 [Zillow](#)

- **Property Management Companies** are another resource for finding affordable housing. Below are the top 15 property management companies that provide affordable housing. Visit each property management company site to see what affordable housing options are available in your area.

 [Alliance Residential](#)

 [Greystar Real Estate Partners](#)

 [Apartment Management](#)

 [Hunt/LEDIC Realty Company](#)

 [AvalonBay Communities, Inc.](#)

 [Lincoln Property Company](#)

 [BH Management](#)

 [MAA](#)

 [The Bozzuto Group](#)

 [Pinnacle](#)

 [Edward Rose and Sons](#)

 [Starwood Capital Group](#)

 [Equity Residential](#)

 [WinnCompanies](#)

 [FPI Management](#)

- **Community Development Corporations (CDC)** are nonprofit, community-focused groups whose mission is to support their city neighborhoods with social programs such as affordable housing, economic development, safety, and social services. Below are some of the largest nonprofits that may facilitate access to affordable housing – depending on the local affiliate.

» Catholic Charities

» National Church Residences

» Lutheran Social Service

» Salvation Army

» Mercy Housing

» Volunteers of America

» Preservation of Affordable Housing

**With this background information, you are ready to apply for rental housing.**

# Application Process

One challenge most newcomers face is having housing providers agree to accept non-standard background documentation for the tenant screening process. Newcomers typically do not have rent payment, other credit histories, or a U.S. employment record. Some will have Social Security numbers and work permits, but without work and credit histories, there are still challenges. But not having traditional U.S. paperwork does not mean alternative information will not meet screening criteria, especially when a resettlement or other social service agency staff member is helping with this part of the settling-in process.

The table below lists typical screening criteria used by housing providers and shows which alternative documents are equivalent. If you or a housing provider have questions or concerns about alternative documentation, please check Fair Housing Act details, contact your resettlement agency, and/or refer them to HUD's [Afghan Refugee and Parolees Housing Providers and Fair Housing FAQ](#) and [Operation Allies Welcome](#).

Rental Application Process		
HOW HOUSING PROVIDERS SCREEN APPLICANTS		
Criteria	Typical Documentation Required	Comparable Newcomer Documentation
Proof of Identity	Driver's license or state ID	Travel letter, I-94 card
Ability to Pay	Credit report from national agency	Resettlement agency promissory note
	Income verification	
Criminal History	Police background check	I-94 card
Rental History	Previous housing provider references	Resettlement agency support letter

Even though you do not have customary documentation for a rental application, you still must prepare to share the information you do have: an I-94 card, and other documents provided to you and your family upon arrival in the U.S., a promissory note and letter of support from your official resettlement agency. You should also have key contact information for staff at the agencies you are directly working with during your resettlement process.

**Note:** Most newcomers will sign leases with support from a resettlement agency or community volunteers. But some will sign short-term rental agreements. The difference between a lease and a rental agreement is determined by the number of months the property/unit is being rented.

- » Rental agreements are customarily used for 30-90 days (short-term) occupancy
- » Leases are customarily used for occupancy of six or more months (long-term)

Throughout this toolkit, the word *lease* is used and can be understood to apply to short-term *rental agreements* as well.

# Leasing Process

## How to Understand Your Lease

A successful first tenancy not only starts to build your rental history but overall credit as well. To be a successful renter, you must understand that a **lease is a binding legal agreement between you and the housing provider**. Because it is legally binding, you must read and understand it before signing.

- **Best Practice**

If you are unable to understand the lease due to language, you have the right to request assistance if you need it. However, a fluent English reader who is a family member, a trusted friend, a resettlement agency staff member, a sponsor, or a volunteer can interpret with your consent. *NOTE: It is recommended to not have anyone younger than 18 as the translator for this legally binding document.*

- **Best Practice**

Before signing a lease with a housing provider, be sure *they* understand relevant federal, state, and local laws. Be sure the lease and all related documents are clearly written for your protection. Again, if you have questions about a lease's legality, contact your resettlement agency, other social service agency contact, or a [local free legal aid agency](#) for help.

- **Best Practice**

Before signing a lease, inspect the rental unit and document the conditions in writing so the housing provider is aware that you know the unit's condition. If repairs, bug/rodent extermination, or improvements are needed before you move in, make a list for the housing provider. If the repairs are not done — or are not done well — note this on the list for when you move out to verify existing damage.

A mistake many rental applicants make is not reading a lease closely to fully understand all details before signing it. Do not make this mistake! Get help to understand your lease (see above) and focus on all included lease terms.

- |   |   |
|---|---|
| 1. Start and End Date of the Lease            | 10. Notice of Entry   |
| 2. All Lease Addendums                        | 11. Renewal Conditions  |
| 3. Number of Occupants Allowed                | 12. Early Termination Terms, Including Fees   |
| 4. Monthly Rent, Due Date, and Late Charges   | 13. Other Allowables: pets (types, size), grills on balconies or porches or yards (types), etc. |
| 5. Accepted Methods of Payment                | 14. Notice to Vacate  |
| 6. Security and Pet Deposits / Deposit Return | 15. Subletting: Allowed or Not Allowed  |
| 7. Utilities: Included or Not Included        | 16. Modifications: Allowed or Not Allowed   |
| 8. Appliances: Included or Not Included       | 17. Visitor Policy  |
| 9. Renter Insurance Requirements              | 18. Smoking Policy  |

# The Lease Term

As stated previously, the specified length of time you will occupy an apartment unit or other property and pay rent is the **lease** or **rental agreement term**. The most common term is one year, but there are six-month leases and even shorter-term rental agreements.

- Rental agreements are customarily used for 30-90 days (short-term) occupancy
- Leases are customarily used for occupancy of six or more months (long-term)

## Start and End Dates of Lease

These dates are when occupancy legally starts and ends. *NOTE: Knowing the lease end date is important because it will tell you when you must renew your lease or give the required notice to vacate, often several months in advance.*

## Review All Addendums

These documents are separately added to a lease. Housing providers use them to share information not covered in a standard lease. Addendums are legally binding. Both the housing provider and tenant must sign them. An addendum cannot be added to a lease without a tenant's knowledge. Common lease addendum can address health hazards such as lead-based paint, asbestos, and bed bugs, which the housing provider must disclose. There may also be rules about consequences if a tenant brings bed bugs into the apartment or house.

## Occupants

This part of the lease states who will occupy the apartment or house, plus the occupancy requirements. Violating a lease with unauthorized occupants can jeopardize a lease and be grounds for eviction.

## Rent Amount, Due Date, and Late Charges

The rent amount and monthly due date must be reviewed and made clear before signing a lease. Rates can change with market-rate properties, so you want to ensure the rent amount is the same rate agreed upon. With income-based properties, 30% of your income will be the rent amount. *NOTE: Only certain properties' rents are income-based. When looking for an apartment or house, ask if the unit is market-rate or income-based.*

It is also imperative to check your rent due date and to ask if, and when, a late charge will be applied. **No late charges can be collected unless it is in the lease or an addendum.** With the [Late Fee Fairness Amendment Act](#), a housing provider can only charge up to 5% of the rent as a late fee. And the late fee must be calculated based on the tenant's portion of the rent if you receive a rental subsidy.

## Method of Payment

The payment method must be stated in the lease. Many housing providers accept checks or money orders by U.S. mail or at a management office. Some larger property management companies accept, or require, payment using electronic payment through a bank debit account or other virtual payment tool like Venmo or PayPal.

- **Best Practice**

If you mail a check to the housing provider, send it a week-to-five days in advance of the due date to be sure the check arrives on time.

- **Best Practice**

If you hand-deliver your rent to the housing provider, get a written, dated receipt from the person who receives your payment.

- **Best Practice**

If you are paying with a money order, make sure you keep the detachable part of the order for your records.

 [How Money Orders Work](#)

 [How to Fill Out a Money Order](#)

## Deposits

Security deposits have legal limitations that vary by state on the amount a housing provider can require. The common practice is one-or-two-month's rent, with the additional amount relating to limited credit or rental history.

- **Pet Deposit**

With the Fair Housing Act, it is unlawful for a housing provider to charge additional rent or pet deposit for service and assistance animals. For pets that are not service animals, a deposit may be charged. In any case, if a pet or service animal damages a unit, the housing provider may make a deduction from the security deposit. To learn more and see if you qualify, please review our Fair Housing Tip Sheet.

- **Deposit Return**

With state variations, the most common deposit required is one-month's rent, with some requiring an additional month if an applicant lacks U.S. credit history. If you qualify for a refund, your housing provider must return the deposit within [your state's deadline requirements](#).

**Note:** A lease outlines the conditions for which some or all of a security deposit or pet deposit is returned in full or in part. Usually, the rented unit or property must be in the same condition it was in when the tenant moved in for deposits to be fully returned. If there is damage or loss, the housing provider can keep some or all of the deposit for repairs or replacement.

## Utilities

Sometimes, electric, gas, water, and other utility costs are covered in the monthly rent. However, they are often not. For example, water and trash removal are sometimes covered, but other services are not. The lease must clearly state who pays for which utilities.

## Appliances

The lease will list what appliances are included in the unit. Most rentals come with a refrigerator, stove,

dishwasher, and microwave. For included appliances, the housing provider is responsible for maintenance and repair as long as the appliance was not misused. Be sure to understand how your appliances work to avoid misuse. Ask for the owner's manual(s) and get help reading and understanding them if needed. Follow manual instructions. If you, the tenant, add appliances, you are responsible for the repair and maintenance.

**Note:** Washing machines and dryers may be in the apartment/house, but probably not. Many larger apartment buildings have coin- or debit card-operated laundry equipment. The cost per load is between \$1.50 and \$4.00. Or, you may be charged based on time. Usually, you pay with quarters. Some buildings have pay-via-mobile app options. If not, be sure to find out where the closest laundromat is and how to use the machines there.

## Renter Insurance

Housing providers may require you to have renter's insurance. Typically, a lease agreement or addendum will state what insurance is required and what needs to be covered in the policy.

 [How Does Renter's Insurance Work?](#)

## Notice of Entry

Although many states have laws requiring housing providers to give prior notice to their tenants before entering a unit, there are no laws in some states. This part of the lease will tell you about the requirements regarding advance entry notice by the housing providers' staff, e.g., maintenance workers.

*NOTE: There are exceptions when housing provider staff can enter your unit without notice, such as in cases of emergencies situations like fire, plumbing or electrical problems.*

## Renewals

A renewal is when a housing provider gives you, the tenant, the option to extend your lease before it expires. Depending on the lease, some automatically renew for a year and others require you to state your intent to renew 30 to 60 days before the lease ends.

*NOTE: A housing provider is NOT required to extend or renew a lease and can change the terms and conditions, including the rent price, at renewal time.*

## Early Termination Fees

Leases include an early termination clause to protect housing providers if you, as a tenant, decide to break a lease before the termination date. The clause outlines the circumstances for a lease to be broken and cites fees due for breaking a lease early. These fees are usually one-to-two-months' rent, though **some leases require full payment of the remainder of the lease**. That is why you, as a tenant, need to remember that a lease is a contract and early termination has financial consequences.

**Note:** There are conditions when a lease can be terminated without monetary penalty.

- » There is domestic violence, and one or more people must leave.
- » The housing provider harasses the tenant or violates tenant privacy rights.
- » The housing becomes unsafe, uninhabitable, or violates health or safety codes.

## Notice to Vacate

Knowing a housing provider's notice to vacate and renewal policies are essential because the lease end date determines when the notice to vacate must be given to you if the housing provider decides not to renew the lease. Or, if you, the tenant, decide to move. If the lease *does* have a notice to vacate clause, and notice is not given as required, your lease can be extended until the proper notification is given.

**Note:** Even though a housing provider is not required to give a reason for a non-renewal, *a lease cannot be terminated in retaliation of any kind*. Retaliation usually happens when a housing provider does not renew a lease because a tenant asserted certain rights that the provider did not want to respect. For example:

- » requesting repairs
- » participating in a tenant group
- » filing a complaint with a government or other tenant support agency

## EXAMPLE

**Here is the tenant's notice to vacate process for Ms. Ineedahome.**

Ms. Ineedahome wants to move and decides to give her notice to vacate. Her lease requires 60 days' notice before the end of the lease. Her lease ends 30 DEC 2023.

To comply with the lease terms she must notify the housing provider *in writing* by 30 OCT 2023.

## Subletting

This lease clause clarifies under what conditions you can sublet your unit to another tenant, and it outlines the housing provider's screening and approval process.

*NOTE: The main reason to sublet your apartment or house is that you have found a new place you want to live, but you do not want to break the lease and incur penalties.*

## Modifications

This part of the lease explains the process and limits of unit changes, like adding a wall or partial wall or another structural change to a room. Modifications cannot be made without written approval.

## Visitor Policy

This clause states the maximum amount of time a visitor can stay in your unit. Ignoring this policy is a lease violation and can lead to eviction.

## Smoking Policy

If the property has a clear no-smoking policy in the lease and there is a violation, the housing provider has a legal right to terminate the lease and begin eviction proceedings.

# Tenant Responsibilities

Your obligations as a tenant are in your lease. As noted, a lease with a professional housing provider is a legally binding contract that explains all the requirements and responsibilities of renting the apartment or house you have chosen. Because it is legally binding, it is essential that a tenant reads and fully understands a lease before signing. In addition to specific requirements written in the lease, there are common rights and responsibilities for all tenants in the U.S.

## Rights

- **The Fair Housing Act and Equal Credit Opportunity Act**

Because housing is a human right, you deserve the opportunity to live in a community of your choice and free from discrimination. Safe, stable, and affordable housing is not a luxury but a necessity. As a tenant, you have rights under the Fair Housing Act (FHA) and Equal Credit Opportunity Act (ECOA), as well as responsibilities to your space, housing provider, and neighbors while you occupy your unit. You must know your rights and speak out if they are being violated.

## Responsibilities

1. **Understand the Fair Housing Act and Equal Credit Opportunity Act**

2. **Follow the Terms of the Lease**

By following the terms of your lease, you create a professional relationship with your housing provider and start building a rent payment history while meeting your tenant obligations.

3. **Pay Rent on Time**

A key tenant responsibility is to pay the rent on time and in full. If you expect difficulty in making an upcoming payment, let your housing provider and others who are helping you know this as soon as you know it, and propose a plan to pay the rent and late fees as soon as possible. This will help avoid additional legal costs and fees.

4. **Keep the Apartment or House Safe and Clean**

It is not the housing provider's responsibility to keep the unit safe and clean — it is the tenant's. Please keep your home safe and clean.

5. **Do Not Damage the Apartment or House**

As a tenant, it is your responsibility to ensure that you, and any guests, do not damage your home or any other part of the premises you access, which includes common areas in apartment buildings.

6. **Respect Neighbors with a Safe, Quiet Environment**

Part of being a responsible tenant is being a good neighbor. Being a good neighbor includes respecting your neighbors and refraining from behavior that disturbs their enjoyment of their home. Examples are playing music or the TV too loudly, children being too noisy or misbehaving, or arguing so that others can hear outside the apartment.

7. **Make Timely Maintenance and Repair Requests**

Just as housing providers have clear upkeep and maintenance responsibilities, so do tenants. By reporting repair or special maintenance needs as soon as you become aware of

them, you are helping the housing provider maintain the property.

*NOTE: If the lease or addendum does not outline how to place a maintenance order, ask the housing provider for this information before you sign your lease.*

## 8. Understand Emergency Versus Non-Emergency

As a tenant, you may not face a maintenance emergency. But, if you do, it is important to know what type of maintenance is considered an emergency and what is a non-emergency.

If the problem threatens health and safety or can cause injury or severe property damage, for example a roof leak or electrical outlet spark, it is an emergency. Other examples include:

- » Flooding from a clear source or from a hidden one
- » Gas leak you can smell, regardless of the source
- » Carbon monoxide detector alarm or smoke detector alarm going off
- » Extended power outage
- » Bug or rodent infestations
- » Evidence in a toilet or sink of sewage or other water back-up
- » Broken furnace or heater in winter if the temperature is below 50 degrees Fahrenheit
- » Broken air conditioner(s) in summer if the temperature is above 90 degrees Fahrenheit
- » Broken exterior door lock(s) that could allow intruder entrance

It is not an emergency if the issue does not pose an immediate threat to health, safety, or property. Below are examples of maintenance non-emergencies:

- » Burnt out lightbulb or broken light fixture
- » Minor appliance malfunction, including the oven, microwave or one burner not working, or a broken ice maker
- » No hot water or minor faucet leaks
- » Noise complaints and parking disputes
- » No heat (if the outside temperature is *not* below 50 degrees Fahrenheit)
- » No air conditioning (if the outside temperature is *not* below 90 degrees Fahrenheit)

## 9. Know When to Call 911 for Hospital, Fire Department, and Local Police First Responders

What is an emergency? Knowing when to call 911 instead of your housing provider might save a life and/or limit property damage.

What is a 911 emergency? It is an incident, accident, or situation that is life threatening and requires immediate police, firefighter, or emergency medical personnel action.

Call 911 immediately when:

- » **FIRE** You or a family member cannot put out a fire with a fire extinguisher in the apartment or elsewhere in the building.
- » **INJURY** Someone needs emergency medical assistance because of
  - a severe accident, especially with a head injury or major cut bleeding beyond control
  - having difficulty breathing and or severe chest pains
  - fainting/passing out or unresponsive/unconscious
- » **CRIME** Someone sees suspicious behavior in or near your building, especially someone trying to break into your house or apartment or your neighbor's.

- » **CRIME** Witness someone make a credible threat to hurt or kill someone or themselves — including in your own household.

If I do not speak English well, can I call 911? **Yes, 911 interpreters are available.** When calling 911, know how to say in English what your language is. For example, learn and practice saying, “I speak Spanish,” “I speak Pashto,” or “I speak Arabic” in English.

What if I cannot hear well? How do I call 911? In most areas of the U.S., hearing and speech impaired individuals can seek assistance by texting 911. The American Disability Act requires 911 or other telephone emergency service providers to provide TTY\* users with direct access to emergency services. *If someone in your household has these challenges, be certain to get help from your resettlement or other social service agency to understand TTY.* TTY is a text telephone device for people with hearing or speech limits or disabilities. A TTY is a keyboard with a display for receiving typed text that can be attached to a telephone. The TTY user types a message that is received by another TTY at the other end of the line.

What information should I give on my 911 call? The first thing is to remain calm and be ready to answer questions and take directions from the 911 worker who answers the call.

- » Share the precise location – the exact street address and apartment floor and number – of the emergency. If you do not know the address, mention landmarks, street signs, or buildings.
- » Know the phone number from which you are calling.
- » Give detailed information about the emergency to the dispatcher to help them determine which responder to send, i.e., medical, fire, or police.
- » Stay on the phone with the person who answered your call – as long as being on the phone does not put you in danger.
- » Follow instructions from the person who answered the 911 call while waiting for first responders to arrive.

*NOTE: Your housing provider cannot include a lease clause giving them the right to fine or terminate your lease because you called the police for help with an emergency.*

## 10. Learn About Seasonal Weatherization

You can save money and energy by preparing your apartment or house for both cold winter and hot summer weather. Weatherization is protecting the exterior and interior of your apartment from weather elements to optimize energy efficiency and reduce costs. Here are some tips to weatherize your apartment:

- » **SUMMER**
  - Hang blackout curtains on windows that are regularly exposed to direct sunlight. This blocks out sunlight so that an air conditioner can be used less.
  - Buy and use fans instead of air conditioning.
  - Close doors on unused rooms, such as bathrooms and bedrooms, during the day so the air conditioning does not reach these rooms when no one is in them.
- » **WINTER**
  - Insulate windows by putting film on the glass panes to keep cold air from coming in.
  - Hang blackout curtains as thermal barriers to keep warm air from leaking outside.
  - Hang carpets or other fabric wall decorations on exterior walls to reduce heat loss.

- Use rugs on the floors at all times as a barrier that prevents heat loss through the floor.
- Use *draft stoppers* to prevent cold air from coming in under the entry door(s).




*NOTE: You can make a door draft stopper by rolling up a bath towel or blanket.*

If you are paying for your utilities and are unable to pay your bill on time or in full, energy assistance is available. Here are some contacts for help if you are an eligible low-income household with high heating and cooling energy costs. You can ask about bill payment assistance, weatherization, and energy-related home repairs.

- » [LIHEAP Map State and Territory Contact Listing](#)
- » A [community action agency \(CAA\)](#) can help with eligibility and application guidelines
- » [NeedHelpPayingBills.com](#)
- » [211 Find Help Near You](#)

## 11. Know Your Housing Provider's Rights and Responsibilities

As noted earlier, both you and your housing provider have responsibilities outlined in your lease. Because housing provider-tenant laws vary from state to state, and even from city to city, here are basic housing provider responsibilities they should follow:

- » **FOLLOW TERMS OF LEASE AND RENTAL AGREEMENT** The lease you and your housing provider sign is legally binding if it meets the state's requirements for a valid contract, which it should. As such, the housing provider must follow all the lease terms just as you must. The links below lead to tenant rights resources and state lease requirements.
  -  [Tenant Rights](#)
  -  [State Laws on Leases and Rental Agreements](#)
  -  [NOLO Landlord-Tenant Rights](#)
- » **KNOW THE FAIR HOUSING ACT (FHA) AND EQUAL CREDIT OPPORTUNITY ACT** Being a housing provider is a major obligation, and understanding FHA requirements *plus state and local laws and housing ordinances* helps housing providers know their responsibilities to tenants.
- » **WARRANTY HABITABILITY** Your housing provider is responsible for providing a habitable living space. This is an apartment or house that is safe, fit to live in, free from hazards, and complies with ALL your state and local building and health codes.
- » **PROVIDE RELEVANT REASONABLE ACCOMMODATION** The Fair Housing Act (FHA) is a federal law that prohibits discrimination in housing. One of the many protections of the FHA is a disabled person's right to request reasonable accommodation in rules, policies, practices, and services to allow them total access and use of the rental property. If your family has an eligible reasonable accommodation request, your housing provider must comply.
- » **MANAGE TENANT RELATIONSHIPS WELL** It is a win-win situation when you, as a tenant, have a good relationship with your housing provider. Even though the relationship is a business one, your housing provider should have a positive, helpful relationship with you.
- » **MAKE TIMELY REPAIRS** As stated earlier, a key housing provider responsibility is

maintaining the property to be safe and habitable. Part of that is timely response to your maintenance requests. Depending on state and local laws, you may withhold partial or full rent if repairs are not done in a timely matter. If you do have a problem with timely maintenance, you can contact your [local free legal aid agency](#) for additional assistance.

*NOTE: Revisit information on pages 14-15 to review what is considered routine maintenance.*

- » **SAFETY** Your housing provider's legal responsibility and duty are to protect you in line with common sense and state and local laws that specify safety requirements for rental property. Basic safety requirements are: working smoke detectors, secure and working locks on outside doors and all windows, and lighting in dark outside areas.
- » **REFUNDING SECURITY DEPOSITS IF DUE** As detailed on page 11, you may qualify for a refund of your security deposit if you leave the rental property in good condition, and the deposit must be returned within [state deadline requirements](#).

## Other Important Information and Documents

### Documents: Notices During Tenancy

When you are a tenant, you will receive transaction or informational documents from your housing provider throughout your lease period. Here are some documents you may receive:

- **Notice of Routine or Special Maintenance**

In an apartment building, you might receive a notice that the electricity or water will be shut off for a period of time one day, or you may receive notice that the hallways and lobby are being cleaned on a certain day. Usually, such notices are placed in your mailbox or put under your door. If you are renting a house, notices may also be placed in your mailbox or at your front door.

- **Notice to Enter Letter**

This notice will let you know when the housing provider needs to enter into your unit, which must be in accordance with state and local laws. This notice is used when routine maintenance or inspection of appliances or other equipment is needed.

- **Rent Increase Letter**

With a month-to-month rent agreement, you will be notified when the housing provider plans to raise the rent. If you have a one- or multi-year lease, a similar notice will be in conjunction with a Lease Renewal Letter (see below).

- **Late Rent Notice** ([example](#))

This letter reminds you to pay past due rent and late fees as stated in the lease.

- **Three-Day Notice to Pay Past Due Rent or Vacate**

If advice on page 17 is followed, this can be avoided. But you should know that in landlord-tenant law, a three-day notice is what you will receive if your rent is delinquent. The housing provider can demand that you pay the past due rent or vacate the unit. If this happens, follow up with social service agencies, including your original resettlement agency and/or free legal services.

- **Lease Renewal Letter**

If you and your housing provider want to renew your lease, you should receive the renewal notice 60 days before your current lease ends. If you do not receive this, ask for it. The renewal notice timeframe should correspond with the Notice to Vacate policy (see page 13). If a housing provider requires you to give 60 days' notice to end your lease before it expires, they also must provide 60 days' advance notice if your lease will be renewed.

### EXAMPLE

Ms. Ineedahome's lease ends on 30 DEC 2023 and her housing provider requires 60 days' notice if she wants to renew or end the lease. Her housing provider thinks she is an excellent tenant and wants to renew her lease.

Ms. Ineedahome should receive her letter of renewal from her housing provider no later than 30 OCT 2023.

- **Lease Non-Renewal Letter**

A lease non-renewal letter is a written notice sent by a housing provider when they DO NOT want to renew your lease once it expires. The non-renewal notice timeframe should correspond with the Notice to Vacate policy (page 13). Also, if a housing provider requires you to give 60 days' notice to end your lease before it expires, they also must provide 60 days advance notice if your lease will be renewed.

### EXAMPLE

Mr. Notsogoodtenant's lease ends on 1 OCT 2023. Since the housing provider requires the tenant to give just 30 days' notice if he wants to end his lease, then the housing provider must notify Mr. Notsogoodtenant that they will not renew his lease, in writing, no later than 1 SEP 2023.

- **Lease Termination Letter**

A lease termination letter is when your housing provider informs you that your lease will expire, and it will not be renewed.

- **Lease Violation Notice**

This notice is sent when you violate a clause or point in your lease. The housing provider's notice will cite the violation and the consequence. For example, noise violations, habitual late rent payment, hosting unauthorized long-term guests, and participating in illegal activity.

## Tenant Forms

Here are a few documents (already mentioned above) that you can use to protect your rights while meeting lease obligations.

- **Return of Security Deposit Letter**

This sample letter can be used as a documented reminder for your housing provider to repay the deposit to which you are entitled. This letter should be submitted after the housing provider has not refunded the deposit within your [state-required timeframe](#).

- **Notice to Vacate Letter**

Before submitting a letter, ask if there is a form for you to use. As above, this is a sample of the letter you can write if your housing provider requires prior notice from you to end your lease but does not provide a form.

- **Reasonable Accommodation Request**

This [sample letter](#) can be use if you need to ask your housing provider for a reasonable accommodation. A reasonable accommodation request may be made verbally, but a written request provides documentation in case the request is not met.

## Understanding Eviction




While all newcomers, as first-time renters in the U.S., plan for a positive, successful tenancy, an eviction, or notice of plans for an eviction, may happen. With this in mind, you need to understand the eviction process to protect your rights.

### First, Understand How to Avoid Eviction


- **Always pay your rent on time, following your lease.**

Having a good relationship with your housing provider can help when you are having trouble paying your rent. If you have a positive relationship and are a good tenant, the housing provider may be willing to work with you on a delayed payment plan. If your rent is going to be late but you can pay it soon, tell your housing provider immediately. Even though the housing provider does not have to agree to the payment arrangement, they may be willing to work with you.

**Rental Assistance Programs:** There are state and local organizations that provide financial assistance to renters who are struggling with rental and utility arrears and possible evictions.

-  [Find Rental Assistance Programs in Your Area](#)
-  [National Low-Income Housing Coalition State and Rental Assistance Referral](#)
-  [CAA Locator](#) — A community action agency (CAA) provides help such as food, energy, rent, and utility assistance. CAA services and resources vary, so contact a local agency for aid availability, application, and eligibility requirements.

If you cannot find programs in your area, call 2-1-1 or your local housing authority for assistance. You can also check out these services:

-  [NeedHelpPayingBills.com](#)
-  [Rental Assistance](#)

- Do not break any tenant rules or ignore any tenant responsibilities outlined in the lease.
- Above all, do not participate in any illegal activities.

If you are unsure of the legality of something you are asked to do — to earn money, for example — ask a social service agency staff member.

## What is an Eviction?

An eviction is a legal process by which a housing provider ends a tenant's lease and asks them to vacate the rental property at a time decided by local laws and statutes. A housing provider can evict you for several reasons, including non-payment of rent, multiple lease violations, and/or illegal activities occurring in the rented apartment or house. In most states, a housing provider cannot begin an eviction without giving written notice. Eviction laws vary by state and sometimes by county or city/town. If you receive an eviction notice **DO NOT WAIT** to seek legal assistance. Seek it immediately and communicate with your housing provider to learn if you can avoid eviction.

## Finding Help During an Eviction

If you must go through an eviction process, your resettlement agency should be able to refer you to local resources and organizations that can help. For example, a local legal aid agency that can provide free or reduced fee legal services to low-income individuals and families.

Legal services vary and may include legal advice and/or representation. Qualifying for reduced fees depends on your income and, in some cases, on your health status, safety, location, and civil or criminal issues. Legal aid service agencies may also have waitlists.

Here are links to websites for finding free or reduced-fee legal services:

-  [State Side Legal Organization](#)
-  [Find Legal Help](#)
-  [Legal Services Corporation \(LSC\)](#)
-  [Law Help Interactive](#)

## Eviction Roadmap

This is not legal advice, but rather a general description of the eviction process which varies by state. Know your state's process. If you are told you will be evicted, consult an attorney, refugee resettlement agency, or other social service agency for legal assistance.



# The Fair Housing and Equal Credit Opportunity Acts

As a newcomer in the U.S., you have housing rights under the Fair Housing Act (FHA) and deserve the opportunity to live in a community of your choice and free from discrimination. The FHA does not *guarantee* housing, but it does protect people from discrimination in housing transaction – both renting and buying. This section is to assist you in understanding what your rights are under the Fair Housing Act.

*NOTE: This section is for informational purposes only and should NOT be relied upon as a source of legal advice. Please consult your legal department and or local [Fair Housing Partner Agency](#).*

## What is the Fair Housing Act?

Title III of the Civil Rights Act of 1968, as amended, is known as the [Fair Housing Act](#) (FHA) and makes it illegal to discriminate in any housing-related transaction on the basis of:

- race
- color
- religion
- sex (gender)
- national origin
- disability
- familial status

*NOTE: Familial status refers to the presence of children under 18 in a household, pregnant women, or anyone in the process of adopting or securing legal custody of a child.*

## Why is it Important?

The FHA ensures that individuals of a protected class are not discriminated against during a housing transaction (renting or selling).

## What is the Equal Credit Opportunity Act?

The Equal Credit Opportunity Act (ECOA) prohibits a housing provider from discriminating against an applicant on any aspect of a credit application based on race, color, religion, national origin, sex (gender), marital status, age, or because an applicant's income derives from any public assistance program.

## Examples of Illegal Activities by a Housing Provider

The FHA codifies that a housing provider cannot:

- falsely tell certain housing applicants that no housing is available;
- steer applicants of a certain race to a specific area or floor of a rental building;
- force an applicant to choose an apartment near other people who are from the same country, speak the same language as them, or are of the same religion;
- charge a higher security deposit or rent because of where they are from, their immigration status, or because of their religious faith;
- refuse to rent because an applicant or some family members do not speak English;
- tell them they must speak English when outside of their apartment;
- enforce rules against the tenant/ family because they are a newcomer (immigrant or refugee) or because of their religion while not enforcing the rules against other tenants;
- ask an applicant to identify their religion, or
- ask an applicant their immigration status because of how they look and dress.

## Examples of Housing Discrimination by a Housing Provider

- Refusing to rent to a newcomer (refugee or immigrant) because of their status as such.
- Making it difficult for a newcomer to rent the house or apartment of their choice.
- Misleading the newcomer about the availability of the rental apartment or house.
- Putting terms or conditions in the lease that other tenants do not have.
- Threatening, coercing, and intimidating the newcomer from using their fair housing rights.
- Denying a newcomer reasonable accommodation for which they are qualified.

## How a Newcomer Can File a Complaint

Housing discrimination is illegal, and if a person faces discrimination, they have the legal right to file a fair housing complaint. A newcomer or refugee can file a housing charge of discrimination by:

- calling HUD at (800) 669-9777 or emailing HUD at [ComplaintsOffice05@hud.org](mailto:ComplaintsOffice05@hud.org)
- contacting the local [fair housing agency](#)

## When Can a Complaint Be Filed?

- **HUD:** within one year after the discrimination has occurred
- **Federal Court:** within two years after the discrimination has occurred

## How to Prepare

- Document meetings and phone calls with housing providers.
- Keep detailed records of what was said and the outcome(s).
- Save all receipts, copies of applications, business cards, and other documents
- Collect statements from witnesses, with dates, signatures, and contact information.
- Find out if the housing provider requested different information, documents, and/or fees from different groups.

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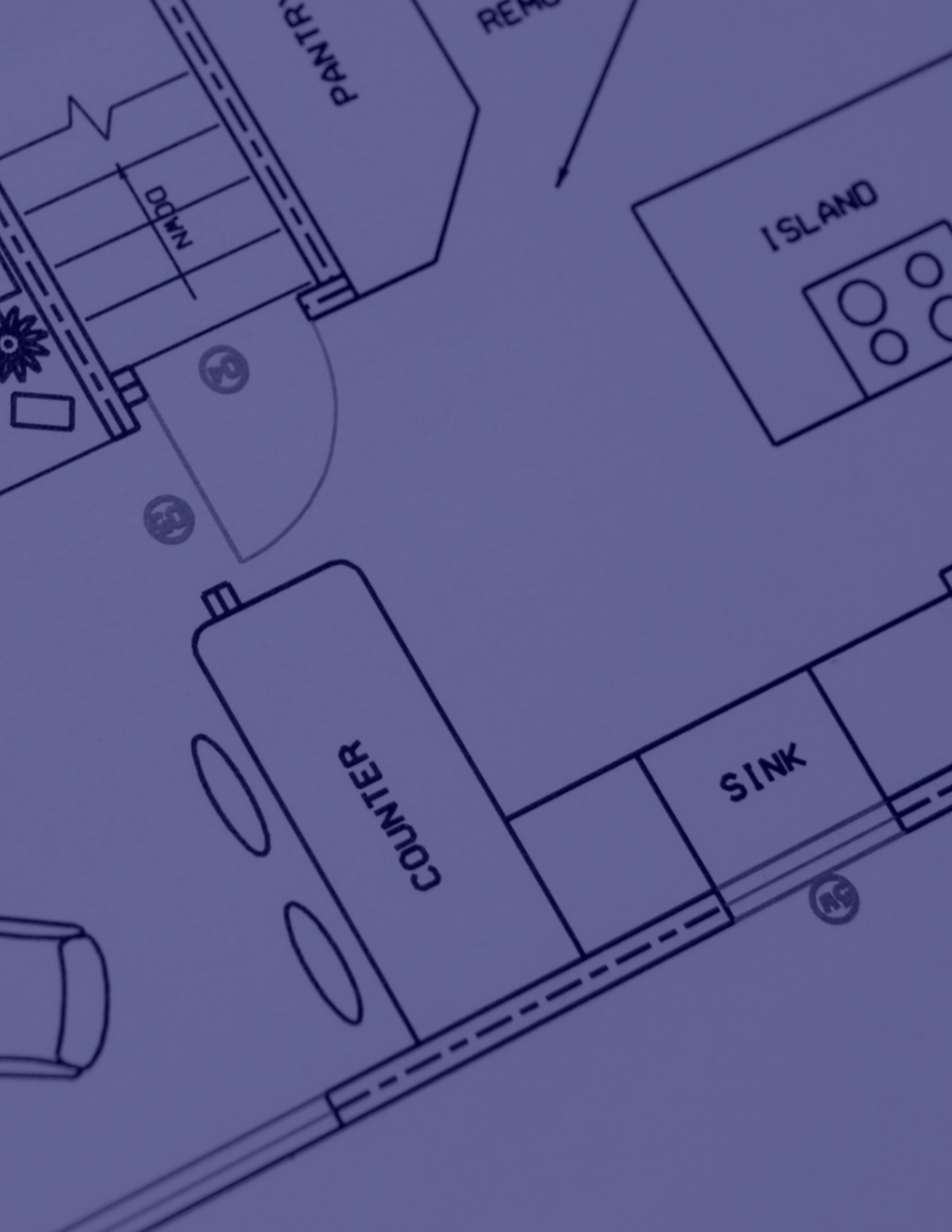
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