



Refugee Housing
SOLUTIONS

How to Vet Housing Providers and Properties



CONTENTS

Introduction

How to Screen Housing Providers

Online Reviews | Things to Look For

Housing Provider Background Checks

How to Screen Rental Properties

Online Public Property Search

Property Safety

Understanding a Lease to Detect Predatory Practices

What to Know Before and During a Lease Signing

The Fair Housing Act of 1968

FHA | An Overview

The Fair Housing Act | Sexual Harassment in Housing

How to File a Complaint

Human Trafficking Red Flags

Introduction

Every year, the United States welcomes tens of thousands of refugees and other newcomers in response to world crises, especially civil conflict and war as well as discrimination and persecution and, increasingly, climate change impacts.

Refugee Housing Solutions (RHS) is an initiative funded by the U.S. Department of State's Bureau for Population, Refugees, and Migration to engage refugee resettlement stakeholders to expand and improve safe, dignified, affordable housing options for newcomers. RHS is a project within Church World Service (CWS) and the RHS team was created to lead a unified housing solutions effort among 10 national Resettlement Agencies (RA) and their 340+ local offices and affiliates, all of which seek safe, affordable housing for refugees and other newcomers to the U.S.

Due to a shortage of affordable housing for many people in the U.S., resettlement agencies and others who help newcomers find housing need more diverse and creative housing partnerships.

According to the recent [GAP report by the National Low Income Housing Coalition](#), there is a 7.4 million affordable housing unit shortage in the U.S. This shortage leaves low-income households, including newcomers, vulnerable to exploitive housing providers and their schemes, which take advantage of extremely tight rental climates to exploit low-income households while providing subpar accommodations.

In this environment, resettlement agency staff have a duty to help newcomers secure safe, affordable rental housing and protect them from the predatory practices of unethical housing providers.

Since resettlement staff are effectively the first line of defense against unscrupulous landlords, they must be very well informed in vetting potential housing providers and properties to ensure newcomer tenants receive safe, dignified, affordable housing.

This toolkit will provide resettlement staff and volunteers as well as refugee sponsors and other community members with practical guidance on how to thoroughly vet potential housing providers—both single property owner-landlords as well as larger property management companies. The toolkit covers these topics:

- Vetting housing providers and properties during an initial housing search
- The Fair Housing Act and how reasonable accommodations and modifications can increase housing for tenants with disabilities
- Sexual harassment detection in housing transactions
- Red flags to detect potential human trafficking
- Identifying predatory leasing practices

Disclaimer: The contents of this toolkit are intended for informational purposes only. 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.

How to Screen Housing Providers

The housing search phase is one of the most essential parts of the rental screening process as this is when resettlement staff and/or volunteers identify apartments or houses that are suitable for an application on behalf of or in coordination with a newcomer household.

This section and the next one share summary information, and some details, about these things to check for (i) housing providers, especially independent landlords, and (ii) rental properties.

The housing provider's goal when reviewing tenancy applications is to identify those who will be dependable tenants who meet all lease terms, including paying rent on time and taking care of the rented property.

Even though the affordable housing market is tight and competitive, this should not deter resettlement staff and newcomer applicants from having prescreening standards that include closely examining public information available about the housing provider and property prior to applying and paying application fees. When a resettlement agency staff member or volunteer prescreens a property and housing provider during the housing search phase, it helps prevent newcomers from entering a lease with a questionable landlord or apartment building management company. *Prescreening best practices include verifying ownership of the listed property, detecting fraudulent activity going on in or around the property, and checking for red flags about predatory leasing practices — all to reduce risks to newcomers.*

Online Reviews | Things to Look For

Online reviews and ratings are a great way to learn some basic information about a property and a potential housing provider. Reviews can provide added information about a property beyond what is shared in a newspaper, social media, or other rental property listings or websites. Beware, however, that reviews can be misleadingly negative due to a distraught tenant or overly positive due to a zealous property manager. *So, how do you determine which reviews are credible?* You can assess a review's credibility by evaluating the reviewer's statements, the issue discussed, number of similar reviews, and the housing provider's response, if any, as well as rating scores, dates, and copied listings.

Reviewer Statements | A reviewer can have a positive, negative, or informative motive. For example, if a tenant were evicted, they might write an overly harsh review. Or if a property owner or manager wants to improve the property's image, they may post a glowing review.

To discern intent, check whether the review is overly negative without specific information as this could be a distraught tenant. Alternatively, if the review contains promotional brochure-like language and is positively exaggerated, it could be from an employee. Vague reviews with little detail may be the work of a *review troll*, which is an individual who has never lived in the rental property but posts fake or misleading information/comments on websites or on social media to elicit responses.

Issues Discussed | When looking for authentic reviews, look for those that focus on specific issues. For example, issues that address maintenance or management responsiveness, neighborhood desirability, and pricing may be credible.

Reviews are Similar in Nature | If multiple reviews are similar and focus on the same issue or problem, it is worth noting that this could be a legitimate review.

Landlord Response | If a review includes a response from the landlord with an apology and/or a possible solution, it shows that the landlord is responsive. So, the issue should be considered valid, and the landlord's response noted.

Dates | With reviews, dates are key to verifying legitimacy. Older reviews may provide insight but also may not reflect changes since the review was given. For example, the property might have had a change in management, undergone renovations, or had personnel changes since the review. These changes likely wouldn't be reflected in a review over a year old, so this should be considered when reading older reviews.

Rating Scores | It is normal for reviews to score at the low or high end of the star rating system. While there are usually fewer scores in the middle — 3- and 4-star reviews — these tend to be more detailed and objective.

Copied Listing | A common practice unethical housing providers may use is copying other property listings word-for-word to make their ads appealing. Copy and paste the text and do a Google search to see if a duplicate ad comes up with different companies and contact information.

Is the Online Ad Professionally Written? | An ad with questionable grammar or spelling could be a red flag. So, carefully review the rental listing to check for spelling mistakes, odd wording, and overuse of capital letters.

Housing Provider Background Checks

Checking a Private Landlord's Criminal History | Finding safe, clean, and affordable housing is the driving force in the housing search process. Landlords can disqualify applicants because of their criminal history, so why shouldn't applicants screen similarly? Verifying a housing provider's legitimacy prior to providing personal data during the application process can protect tenants from potential exploitation.

Because arrest incidents and conviction records are public, you can look up an individual owner's criminal history. However, each state determines which records can be readily available to the public. For example, some states may not make arrest records easily available.

When screening a private landlord's criminal history, you should focus on fraudulent, violent, and aggravated convictions — especially sexual offenses. Because of Megan's Law, all states require law enforcement authorities to make information available to the public regarding registered sex offenders.

Megan’s Law | This federal law requires states to create and maintain sex offender registries and make the information available to the public to protect them from sexually violent offenders. Megan’s Law is named for seven-year-old Megan Kanka, who was murdered by her neighbor, a registered sex offender. Megan’s Law also requires housing providers to disclose the presence of registered sex offenders in the area. *Disclosure is a federal requirement, but states determine how and where notification is done.* So, it is crucial for resettlement housing staff to know their own state laws and do their due diligence when looking for housing.

There are online tools, such as the [Dru Sjodin National Sex Offender website](#), that staff can use to check for the locality of sex offenders. The general information posted on state sites are the offenders name, address, picture, and the nature of their crime.

The intention behind Megan’s Law is to protect the public by requiring states to have an accessible sex offender registry. Unfortunately, not all sex offenders are on the registry. For example, you may have an individual in the area who hasn’t been convicted of a sexual offense. Because of situations like this, Megan’s Law should be used with additional resources and information (see below) when assessing the safety of an apartment complex and neighborhood.

Check with the County Clerk’s Office for Owner Conviction History | As mentioned earlier, it is important to focus on financial, fraudulent, violent, and aggravated convictions when vetting a housing provider. A County Clerk’s office and online website make conviction history accessible. Resettlement staff should vet potential housing providers based on recent convictions that involve fraudulent crimes or crimes that may indicate a threat to a tenant’s physical safety.

Crime Reports at the Property | Another housing search priority is securing affordable housing in a safe neighborhood. Although a housing provider can’t control the crime in their area, they can act to curb criminal activity on the property. To get a better safety assessment of the property, you can contact the local police or sheriff’s department and request the last three years of activity at the property address. Some states require a housing provider to disclose if a property was used to produce methamphetamine and show certified proof of adequate cleaning and repair.

Speak with Current Residents of Multi-Unit Buildings | If you feel comfortable approaching a current resident at a potential property, find out what they think about the owner/manager. Speaking to a current resident can give insight into what type of landlord they are and what it would be like to be a tenant. An unhappy resident will likely vocalize their displeasure and be willing to answer questions about the pros and cons of living in the building. A satisfied resident might also share useful information and insights.

Questions To Ask

- Does the landlord handle repairs promptly?
- Are the common areas and grounds well maintained?
- Is the manager readily available if a tenant locks themselves out of an apartment?
- Does the landlord respect tenant’s privacy or make unannounced visits?
- Does the manager seem overly friendly or gossip about other tenants?
- Is management and support staff professional?

Speak with Residents in Nearby Buildings | Other people and businesses in the neighborhood may know about the reputation of the building and its tenants, landlord, or manager. Be sure to ask about crime in the area—on the street and apartment break-ins—and other incidents requiring a police response.

How to Screen Rental Properties

Online Public Property Search

Part of a landlord's application process is determining if an applicant is financially stable. So why shouldn't an applicant also check on a potential landlord's ownership status and financial stability?

Financial Stability | To prevent a client from possible negative effects of an ownership change during their lease term, you should conduct an online public property search to see if the property is being foreclosed on or sold. Unfortunately, there are unscrupulous landlords who will rent an apartment or home while it is in foreclosure.

- **How to Check Financial Stability: Online Public Property Search**
 - Renting an apartment undergoing foreclosure poses a risk to the tenant, even if the new owner allows the tenant to stay. A tenant may risk getting a new owner who isn't a conscientious landlord.
 - When an owner fails to make a loan or mortgage payment, a notice of default can be filed in the county where the property is located. The good news is that this information is public and accessible. You can easily search and check the notice status through the county records office, often referred to as the Recorder of Deeds or Recorder's Office. This simple step can provide you with valuable insights into a potential landlord's financial situation.
- **Use the [Better Business Bureau](#)**
 - You can also check with your local BBB office to find complaints or negative reviews regarding the housing provider's business practices.
- **Check a Property's Ownership Status**
 - Before you have a client sign a lease, especially with a direct housing provider who does not use a professional management company, you should check their ownership status to prevent the tenant from unintentionally committing rent fraud. There are various resources available to verify homeownership, such as checking with the local assessor's and county clerk's office or using the services of a title company.
 - **Check with the Tax Assessor's Office** | On a local tax assessor's official website, you can search property tax records and find property owners by their addresses. You can learn who owns the property (apartment building, duplex, house, etc.) and how much property tax is paid.
 - **Check with the County Clerk's Office** | All County Clerk's offices have public records of properties, deeds, and other useful information, like the property's ownership history.
 - **Title Company** | A private title search company can research property deeds/titles for ownership and past issues with the property. Title companies charge a fee, but, if a partnership is established, an agency might reduce its cost or donate its services.

Property Safety

Certification of Occupancy | A housing provider's primary responsibility is to guarantee tenants' rights and comply with federal, state, and local laws while providing safe, sanitary housing. A reputable housing provider ensures the rental property is habitable by meeting all Certificate of Occupancy legal requirements.

A certificate of occupancy is a legal document issued by a local government building department or other entity. It contains a description of the property and its agreed use, verifying that it is up to code and confirming that the property is habitable. A valid Certification of Occupancy is required for any property with people living in it.

NOTE: *Occupancy certificates are typically for multi-unit properties, not privately owned single-family homes.*

Housing providers without a Certificate of Occupancy are operating illegally and may face financial penalties and legal action from relevant local government authorities. You can verify a housing provider's occupancy certificate by contacting your local building or code department.

Pre-Lease Inspection | Since discerning a property's safety for tenants is an essential part of the vetting process for newcomer housing, property inspections are recommended. A pre-lease inspection should be done before a refugee tenant or resettlement agency signs a lease. Pre-lease inspections not only help determine a property's livability, but they also give insight into a housing provider's standards.

Failure to provide tenants with safe, habitable housing is a predatory practice.

Pre-Lease Inspections | Since discerning a property's safety for tenants is an essential part of the vetting process for newcomer housing, property inspections are recommended. A pre-lease inspection should be done before a refugee tenant or resettlement agency signs a lease. Pre-lease inspections not only help determine a property's livability, but they also give insight into a housing provider's standards.

HUD's Housing Quality Standard (HQS) [Inspection Checklist](#) can further assist you in conducting an inspection.

NOTE:

- **Pre-Lease Checklist**

- To ensure a systematic and thorough inspection, use HUD's Housing Quality Standard (HQS) checklist to guide you in conducting an inspection.
- For efficient and effective communication with a potential landlord, ask for a copy of the move-in or walk-through checklist they use before lease signing. This will help you identify and address issues before the property is rented. Using their checklist for pre-inspection, you can note required pre-move-in repairs needed. Completing it also gives a tenant move-out protection.

Specifics to Check On

Code Violations | Even though a title search will allow you to identify the accurate owner of the property, it will not report any past or current code violations on the property or unit. You can check with a local county or city code enforcement department for that information. **Nuisance violations** may include litter, trash, and uncut grass over 10" high. **Property maintenance codes** may cover buildings not secured against unauthorized entry, e.g., missing or broken windows or doors, especially on first-level units, among other safety/security points.

Curb Appeal | The overall look of a property can tell you a lot about the landlord. A responsible landlord makes sure the properties are well cared for as well as safe. When doing a curbside inspection, check the exterior and structural integrity of the property.

Exterior maintenance includes looking at the roof to see if the shingle edges are missing or curled. This is important if a client is leasing a house. Is the siding in good condition? By looking at the siding, you can get an idea if there has been water damage with wood siding and if there are issues with termites and pests. Another thing is to observe if the landscape is unkept and if there are visually broken items such as windows and doors.

If the property offers amenities, check to see if they are well maintained. For example, if it is summer, is the pool clean and properly secured for children? If there is a playground, is the equipment stable and safe? If there is a parking lot, is it clean/litter-free? What about the area around the trash/garbage dumpster?

Outdoor Lighting | During a pre-lease inspection, your safety assessment should include the unit and the property's exterior. Apartment buildings and complexes sometimes have dark nooks and crannies that are unsafe. It is essential to check for good lighting in common areas: hallways and stairwells, parking lots and curbsides, laundry rooms and mailrooms.

Stairway Safety | Because slips, trips, and falls on stairs are among the most common causes of injury in the home, it is important to inspect the exterior and interior stairs, as applicable.

- **Stairway Safety Tips**

- Is there a handrail if there are 4 or more consecutive steps, and is it secure?
- Are stairs free of loose, broken, or missing steps?
- Are stairways free from tripping hazards like torn carpet?
- Related to this, are there secure railings on landings, porches, and balconies, as applicable?

Interior Safety Features | Working safety features are the first thing to check during an interior inspection. This includes in-unit smoke detectors/alarms, sprinklers, and fire extinguishers. Also, check that hallways and communal areas have the same features in working order.

NOTE: According to the **National Fire Alarm and Signaling Code**, smoke detectors should be in every bedroom and/or outside each separate sleeping area and on every level of a home, including the basement and attic (as relevant). Inspect the smoke detector location and test them by pressing the TEST button until it makes a high-pitched sound. Also, be sure to advise the renter, when the time comes, to replace the battery when it beeps and does not stop.

Electrical | Power should be on even if a unit or home is unoccupied. Without electricity, a thorough inspection is impossible. Also, no power might suggest the landlord is trying to hide something. During the inspection, check for exposed wires inside and outside the unit and see if the power works in all wall sockets (bring a phone charger to test) and that all light switches work. Check that sockets/switches and the fuse box – in the unit and/or in the basement or other common area – are fully covered with no cracks or breaks in the cover plates or boxes. You should also check for GFCI (ground fault circuit interrupter) outlets near water sources in kitchens, bathrooms, and laundry rooms. A GFCI outlet is a fast-acting circuit breaker that shuts off electric power during a ground fault.

Thermostat | Are all thermostats in working order? You can check a thermostat by turning on the air conditioning or furnace.

Kitchen and Bath Appliances and Cabinets | If the landlord provides kitchen appliances and a washer and/or dryer, test them to ensure they work. Check that the refrigerator and freezer doors close fully. Ensure each component gets cold and every drawer opens and seals properly. Check for odors that can indicate mold. Check the condition of the cabinets in the kitchen and bathroom. Are the cabinets in good shape and properly secured? Are they clean and free from mold, mildew, and/or rodent droppings?

NOTE: If there are no in-unit washers and/or dryers, and are they in a common space? If so, check the safety/security of that area they are in working order.

Plumbing | Inspect the plumbing by checking water pressure and temperature in the kitchen and bathroom(s). Also check under sinks and around toilets, showers, and tubs for leaks as this can cause significant water damage and lead to mold. It is crucial to identify leaks and have them addressed before renting an apartment.

Also, check to see if the toilet works properly, e.g., does not run after being flushed. And be sure to check that bathroom(s) are free of any odor suggesting poor plumbing and sewage issues.

Tripping Hazards | Be sure any carpeting and/or tiles are properly installed, not worn down and/or sticking up around the edges. Check to see if the floor is stable and free of weak spots or missing floorboards. As noted about exterior tripping hazards, these are among the most common causes of injury in a home.

Mold and Mildew | Mold is a common source of air quality problems in living spaces. It is often hidden in hard-to-see areas like walls, ventilation ducts, and crawl spaces. So, it is essential to use these inspection tips to find mold. When first entering an apartment or house, note any musty smells. Mold has an earthy smell like rotting leaves or decaying wood. Detecting and addressing mold – before renting a property – is crucial as it can cause health issues and significantly affect the air quality.

The words mold and mildew are often used interchangeably because mildew is a specific type of mold. Although they can appear similar, there are some differences. Mildew is powdery and downy in texture and appears white or grey. Whether it is mold or mildew, inspect for black or dark green spots on walls, ceilings, and moldings. Look for mildew or mold in bathroom(s), especially on shower tiles, in tubs, and in/around sinks. In the kitchen area, check the refrigerator, cabinets, and sink.

Pest and Rodents | Since bed bugs can live in an empty unit for months, you must check for them. Bed bug feces are reddish and brown. Bring a flashlight to look for fecal stains on floorboards and ceiling molding/trim, and outlet covers. Also, look out for wall black spots and bed bug casings.

Assess Windows and Doors | Check all doorknobs and door locks to ensure they are in working order. Try all the windows and doors to ensure they open, close, and lock securely. Also check that windowpanes are free of cracks, breaks, or missing pieces, and are insulated as well.

In addition, check egress points. A key aspect of home safety is exiting during an emergency. In many U.S. localities, state and/or local building codes require egress windows. These requirements ensure the tenant has a second means of exiting a living space, especially a basement, in an emergency. When inspecting an apartment or house, make sure there is more than one way out of the property.

[HIAS Home Inspection Guide](#)

Understanding a Lease to Detect Predatory Practices

It is a common misconception that all clauses in a lease are legal. However, the reality is that not all parts of all leases fully follow the law. Some lease terms even contradict state law and/or include anti-tenant clauses and terms.

With the high demand for affordable housing, some landlords exploit rental applicants by including illegal and/or questionable provisions in their leases. And, sometimes, they get away with this.

By knowing state-specific and fair housing laws, you will be able to detect illegal provisions in a lease. If certain provisions (outlined below), the rental lease may be void and unenforceable:

How to Detect Predatory Practices

Predatory Leasing

Unscrupulous landlords prey on vulnerable people and those unaware of their rights. Before a client signs a lease – or your agency signs on their behalf or co-signs – know what a predatory lease looks like. Predatory leasing can be completely illegal or borderline illegal with terms and conditions that take advantage of tenants. Below are examples of predatory clauses and terms you should note as red flags when vetting a potential housing provider.

There is No Unit to Inspect | There are times when a unit is not available to inspect. While this does not necessarily mean the landlord is unethical, recent timestamped photos can still be provided or the possibility of seeing a similar unit at the property are possible assurances. Nonetheless, the client or housing staff member should inspect the actual unit or home prior to a lease signing and any payments, especially non-refundable ones.

Landlord Offers No Written Lease | While a verbal lease is not necessarily indicative of predatory practice, this type of lease can cause problems when there is a landlord-tenant dispute. If a landlord is unethical, lack of a written lease can give them room to become predatory. To prevent predatory behaviors, insist on a written agreement or lease. Many states' rental property management associations offer a template if a housing provider does not have a standard or custom lease document.

Pressure on the applicant to sign a lease without reading it is a red flag. Additionally, if the landlord is hesitant to answer questions regarding the lease, they could be trying to rush a tenant through to avoid questions about illegal or borderline illegal clauses. A lease is a legally binding contract, so a reputable landlord will give a potential tenant ample time to review the lease and ask questions before or during the lease signing.

Request for Multiple Postdated Checks | Postdated checks can ensure a landlord that a tenant will pay the rent. However, requiring multiple postdated checks before move-in is a questionable practice that allows a landlord to cash checks against a tenant's account at any time, which can cause significant financial harm to a newcomer tenant living paycheck to paycheck or with monthly assistance.

Requires No income, Reference, or Background Checks | Due to newcomers' situations such as having alternative identity documents, no U.S. rental history or documented past pay, and limited income, it may be tempting to rent from a landlord who does not require income verification, references, or background checks. *A legitimate housing provider requires some type of documentation about potential tenants.* A landlord who does not require legitimate information about tenants is either leasing illegally and/or positioning to exploit their tenants.

Rental Price is Too Good to Be True | As the saying goes, if it sounds too good to be true, it most likely is. If an advertised rent is significantly below market rate, it is possibly a scam and/or there are other issues with the safety or legality of the property. Some scammers list a rental unit or home at a very low rate to attract potential renters and trick them into paying a deposit or rent for fake housing.

Bait and Switch | A big red flag is when a landlord posts pictures of a unit to peak interest, but the unit available to inspect is totally different and/or at a higher rent.

The Landlord Requests an Unusually Large Deposit | Security deposits are legitimate requests of renters, and best practice is for a landlord to request one or two months' rent for security. Further, there are legal limitations that vary by state on the amount a landlord can collect. If a landlord requires more than the state legal amount, this is a predatory practice and financially burdens the tenant. This is a red flag too.

NOLO State Laws on Security Deposit Limits

The Late Payment Fee Is Unreasonable | Even though newcomers plan to be good tenants, sometimes, they may be unable to pay rent on time. A reasonable late fee rate is 5% or less. If a landlord charges more than 10% or has other consequences, this is a predatory practice and another red flag.

Late Fee Laws by State

The Landlord Requests a Wire Transfer or Cash | It is also a predatory practice if a landlord asks a prospective tenant to wire money or give them cash for a security deposit, an application fee, or the first month's rent. Remember, once your client sends money by wire transfer or pays cash, they are unable to get the money back.

The Lease States Tenant is Responsible for All Damages and Repairs | By law, a tenant must leave the property in the same condition (less normal wear and tear) as it was when they moved in. If damage occurs that is beyond normal wear and tear and which exceeds the pre-paid security deposit, the tenant may be responsible for that damage. Proof that the deposit was spent to repair undue damage must be provided to the tenant, in addition to an itemized receipt of the damages due, before a damage/security deposit can be legitimately retained. A lease stating that the tenant is responsible for ALL damage is a predatory practice, as tenants are not responsible for the normal wear and tear repair costs between leases: painting, cleaning, minor repairs, etc. Beware of a lease term that does not allow for normal wear and tear.

Landlord's Guide to Normal Wear and Tear in Rentals

There Are No Lease Termination Terms | Life happens, especially in refugee resettlement when a newcomer wants to reunite with family members who live elsewhere in the country. Because family reunification is often a goal of the resettlement process, newcomers must be able to terminate a lease when needed.

Depending on your state and the terms, a client could be responsible for the full term of the lease even in the event of an early termination. For example, if your client is in a lease with no termination conditions and decides to move out within 2 months of a 12-month lease, the landlord could demand the remaining 10 months. The best practice in early termination is to pay no more than 2 months' rent. For example, if your client's rent is \$800 per month and they submit a notice to vacate in a timely matter as outlined in the lease, the landlord could request \$1,600 in fees for the early termination.

The Landlord Adds Fees | If a lease includes non-standard charges, such as convenience or move-in fees, it may be a predatory lease. An unethical landlord might use the rental applicant's lack of knowledge of U.S. leasing standards to add unnecessary fees. Even though these kinds of fees may not be illegal, they add unfair costs. Read all lease terms and conditions closely to make sure all fees are clearly defined and legitimate.

What to Know Before and During a Lease Signing

Another indicator of an ethical housing provider is disclosure compliance. Housing providers must make federally, state, and locally required disclosures to tenants at the lease signing meeting. Because disclosures vary by state, it is essential for staff to understand which ones are relevant to their client's situations. This knowledge is key in determining whether a housing provider is forthcoming about the property and, in this, knowing if they are a trustworthy landlord.

Lead Disclosure rules are pertinent to most private and publicly owned rental properties and to all federally assisted housing. There are some exceptions as not all states require the same disclosures. Still, all states must comply with the federal lead paint disclosure requirements. [HUD's Lead Disclosure Rule](#)

The exceptions to the lead-based disclosure requirements include:

- Housing built AFTER January 1, 1978
- Dwelling units with no bedrooms, such as studio apartments, lofts, or efficiencies
- Rental units with a lease term of 100 days or less, such as short-term rentals
- Housing certified as lead-free by a state-accredited lead inspector
- Housing designed for persons with disabilities, unless any child younger than six years old lives there or is expected to live there
- Housing specifically designated for the elderly, provided children do not also reside on the premises

[Lead Disclosures for Rental Property FAQ NOLO](#)

Security Deposit requirements and regulations differ from state to state, so know your state's rules. Note that it is the landlord's responsibility to share policy and practice about deposit return after a tenant moves out, including information (per state law) about the escrow account in which the deposit is held, and whether interest will be paid and at what amount. Since, as noted, state requirements vary, know if your state requires landlords to provide tenants with a statement of damages beyond wear and tear at the time of move-out to explain security deposit deductions, if any.

[Security Deposit Laws by State](#)

Other Common Disclosures

Tenants' Rights to Have a Copy of the Move-In Checklist | This allows a tenant to note any damage they find in the unit that was there before they moved in. The tenant is responsible for completing the checklist and noting the damage before moving in. This is different from the pre-lease inspection checklist, as the housing provider may have repaired noted damages prior to the lease execution.

Smoke Alarm Maintenance | A landlord is responsible for providing working smoke detectors during move-in, and they should state who is responsible for maintaining them during the rental tenure. *This information should be either outlined in the lease or in an addendum.*

Presences of Environmental Hazards Disclosures | If the landlord knows there is a hazardous level of mold in a unit, a tenant must be informed before lease signing.

Radon and Asbestos Disclosure | Landlords are also required to test and share radon test results with applicants or tenants. For properties built before 1981, the housing provider must also disclose the possibility of asbestos being present in the housing.

Bed Bug Disclosure | Depending on the state and city laws, a housing provider must disclose the bed bug infestation history.

Flood Disclosure | Flood disclosures are common in states subject to flooding such as Florida. The disclosure must be made if flood waters have damaged the unit in the past. Again, disclosure period varies by state with some requiring notice be given if the unit or home was damaged three times by a flood within a five-year period. Some states require a general notice if flood waters have damaged the unit or home.

Sex Offenders Disclosure | As mentioned earlier, this disclosure requirement varies by state. However, all housing providers are required to notify tenants regarding the presence of registered sex offenders in the area. Disclosures and notifications vary. The disclosure may be in a notification on the property listing or a directive referring the applicant or tenant to the National Sex Offender and or state website.

Death in the Unit Disclosure | Also depending on the state, this disclosure is not necessarily required, but if an applicant asks, the housing provider must respond truthfully and disclose how the tenant and/or a guest died—natural death, homicide, etc.—and if it was during the past three years.

Right to be Present at the Move-Out Inspection | At the end of a lease period, the tenant has the right to be present during the move-out inspection.

The Fair Housing Act of 1968

FHA | An Overview

One of the most significant indicators of a reputable housing provider is their willingness to comply and operate within the Fair Housing Act. The following information covers the Fair Housing Act and red flags to look for to determine if a housing provider's operations and practices comply with fair housing laws.

What is Fair Housing Law? | The Fair Housing Act (FHA) is a federal law that forbids discrimination in all housing transactions. The protected classes of race, color, religion, national origin, and sex, including gender identity and sexual orientation, plus disability and familial status are covered under FHA rules and regulations as is prohibition against sexual harassment. Depending on your state and local ordinances, there may be additional protections such as income source and military status.

Reasonable Accommodations and Modifications | One FHA goal is to ensure housing is accessible to all. To make housing accessible for some rental applicants, and tenants, reasonable accommodation or modification may be needed.

Since reputable landlords and housing providers align rental operations with the Federal Housing Authority, they will honor reasonable accommodation and modification requests (outlined below).

Housing providers must have policies and procedures for reasonable accommodations or modifications if they receive governmental funding.

- **Reasonable accommodations** are changes in rules, policies, practices, or services that ensure a person with a disability or special needs has an equal opportunity to use and enjoy a rental property unit and common space.
- **Reasonable modifications** are structural or accessory changes/additions that allow people with disabilities to use and enjoy a rental property unit and common spaces, including shared appliance (washer/dryer) areas.
- **Who can request reasonable accommodation and modification?** An applicant and/or tenant with a physical or mental impairment that substantially limits their major life activities. A request may occur at any time during the application process, the lease signing, the tenancy, or even during an eviction or nonrenewal process. Moreover, the request can be made by a family member or person acting on behalf of the person with a disability.
- **How do you request reasonable accommodation?** Accommodation may be requested verbally or in writing. Some housing providers have a standard form for this. A written request is recommended for documentation and tracking purposes.

For an accommodation or modification request to be considered reasonable:

- It must not cause an excessive financial or administrative burden to the housing provider. “Excessive” is defined broadly and generally.
- It must not cause a fundamental change to the housing programs available to building residents.
- It must not cause harm or damage to others.
- It must be technically possible.

Reasons for denial

- The request is not on behalf of the individual.
- There is no disability-related need for accommodation or modification.
- Modifications would impose an undue financial or administrative burden* on the housing provider.

**As outlined in the Fair Housing Act*

How to file a complaint if a reasonable request is denied

- Contact a local fair housing agency
- Call 1-800-669-9777 or TTY 1-800-927-9275
- Complete an online complaint at www.hud.gov
- Mail a completed complaint form or letter to the Office of Fair Housing and Equal Opportunity, Department of Housing & Urban Development

Fair Housing Practices During the Application Process

Because a newcomer rental housing applicant will enter into a legal contract, a good landlord wants them to understand it and will accommodate them if there are language limitations and barriers. The landlord will either provide translation services or allow the newcomer to use a trusted interpreter during a lease signing. Since the lease is a legal contract, it is best practice to have someone older than 18 serve as the translator/interpreter.

Fair Housing Practiced During the Lease Term

It is crucial for housing providers and tenants alike to understand the process and requirements for making a reasonable accommodation and modification request. A relevant example for a complicated newcomer situation is that a landlord would accept a statement/request from a resettlement agency outlining the financial benefits a newcomer will receive to help meet the landlord’s proof of “ability to pay” requirement or, in another case, delay eviction to allow a tenant to receive mental health treatment to address behaviors that led to lease violations.

Other examples of Reasonable Accommodations:

- Assign an accessible parking space for a tenant with mobility challenges
- Allow a tenant to move to a ground floor unit to accommodate mobility limits
- Adjust rent payments to align with assistance income payment dates
- Allow a live-in aide
- Permit a service animal in a no pets building for a tenant who needs it for physical and emotional support

Examples of Reasonable Modifications:

- Add grab bars in bathrooms and/or allow a tenant with impaired manual dexterity to adapt locks or door handles for ease of use
- Install visual doorbells or fire alarms or lower kitchen and bathroom cabinets
- Install a ramp to the front door of the building
- Widen doorways in a unit for wheelchair access

The Fair Housing Act | Sexual Harassment in Housing

As explained above, the FHA makes it unlawful to discriminate in housing based on race, color, national origin, religion, familial status, disability, and sex, including gender identity and sexual orientation. In recent years, HUD has focused on ending sexual harassment in housing, especially for vulnerable low-income households. Notably, women with limited financial resources sometimes have little recourse but to tolerate sexual harassment to secure and keep housing for themselves and their families.

Sexual harassment violates the Fair Housing Act. Under the Fair Housing Act, an individual can claim sexual harassment if they demonstrate that an advance or act was unwanted — whether they submitted to the sexual advance/act, or not.

With sexual harassment, the gender(s) of the victim and harasser does not matter. While women are most often victims, this is not the case in every situation. Men can be victims of sexual harassment. Regardless of the gender of the victim, FHA protects all people from sexual harassment.

Unfortunately, a newcomer, especially a female newcomer — adult, teenager, or child — has a higher chance of being sexually harassed by a male landlord or property worker, e.g., maintenance man, than a male does. Because newcomers are at high risk of victimization, it is essential to vet housing providers before the lease signing.

All newcomers served by refugee resettlement agencies have the right to search for safe, secure housing free from all forms of discrimination and from sexual harassment. Because of cultural differences and vulnerability among newcomers, sexual harassment and other unacceptable behavior may be tolerated. *This is why refugees and other newcomers should learn from resettlement agency housing staff what their rights are and what behaviors from a landlord, housing staff, and fellow tenants are inappropriate and illegal.*

The examples in each sub-section below suggest ways to understand and explain what constitutes sexual harassment and what inappropriate, illegal behavior is.

Different Types of Sexual Harassment | Courts recognize two types of sexual harassment that occur in housing: *quid pro quo* sexual harassment and hostile environment sexual harassment.

Quid Pro Quo Sexual Harassment occurs when a housing provider or their employee, agent, or contractor requires a rental applicant or tenant to submit to or engage in unwanted sex acts as a condition to secure or maintain housing and/or housing-related assistance.

Example

- In applying to rent an apartment, Ms. Newcomer faces the problem of not having the customary U.S. documentation for the application. The leasing agent says that he will push her application through if she has sex with him.
- Ms. Newcomer has made several maintenance requests and is frustrated that the repairs are not being made. After complaining, she gets a visit from a maintenance man who says he will not do the repairs until she has sex with him.
- After receiving a maintenance request from Ms. Newcomer, the landlord says he will prioritize her request if she lets him take photos of her in the nude.

Hostile Environment Sexual Harassment occurs when a housing provider or an employee, agent, contractor, or, in some circumstances, another tenant, engages in sexual innuendo or behavior of such severity or pervasiveness that it alters the terms or conditions of tenancy and results in an environment that is intimidating, hostile, offensive, or otherwise significantly undesirable or intolerable.

Examples

- Each month, Ms. Newcomer dreads paying her rent because the property manager makes offensive remarks about her looks and body. She tells him that his remarks make her uncomfortable and asks him to stop, but he refuses.
- Ms. Newcomer's lease states that management must give 24-hour written notice before entering a tenant unit unless it is an emergency. Her maintenance man, who has expressed interest in her, continues to enter her unit without permission or maintenance justification.
- Mr. Newcomer fell behind in his rent payments, and when he tried to make an alternate payment plan, the landlord suggested that a date could be his payment. When he declined, the landlord evicted him and his family without going through the proper eviction process.
- Ms. Newcomer tells the property manager that her neighbor is sexually harassing her, but he refuses to act because the neighbor is his fishing buddy.

Tenant-On-Tenant Harassment | Unfortunately, sexual harassment occurs between tenants, too. This sexual harassment type violates fair housing law, and a housing provider may be held liable for such harassment when they know that a tenant is harassing a newcomer tenant, i.e., your client, and fail to act.

Examples

- Mr. Newcomer declined the sexual advances of his neighbor, so she falsely reports a noise violation against him to the landlord.
- Ms. Newcomer refuses the advances of her neighbor, so he constantly threatens to call ICE on her and her family unless she gives into his sexual advances.
- Even if a newcomer client has not experienced the loss of housing, but has been sexually harassed, they still have the right to file a complaint.

Family Affected | The family of the victim can be affected by the harassment as well. For example, a child can be victimized because a parent has refused the sexual advances of the landlord or a fellow tenant.

Example

- Ms. Newcomer's daughter was told by the landlord that she could not play on the playground until her mom agreed to go out with him on a date.

How to File a Complaint

If a newcomer with whom a resettlement agency is working has been sexually harassed by a housing provider, they can file a fair housing complaint with a local fair housing agency, Housing Urban Development (HUD), or the Department of Justice (DOJ). If the harasser is a fellow tenant, they can file a complaint with the housing provider, HUD, or DOJ.

HUD

- When filing a complaint with HUD, report the name of the person harassing the tenant; what happened when and where, and the names of any witnesses or other individuals who have been or are being harassed.
- Call HUD at (800) 669-9777 or (800) 877-8339 (TTY) to file a complaint

Where a Complaint Can Be Filed

- Relevant Department of Human Rights
- A local fair housing agency
- With HUD within a year after discrimination occurs
- In a federal court within two years after the discrimination occurs. Contact the DOJ. An anonymous report can be filed at www.civilrights.justice.gov/report.

How to Prepare

- Have detailed records of what happened, where it happened, and the name and position of the harasser.
- Collect written statements from witnesses or any other tenant who have also been harassed with full names, signatures, dates, and contact info.
- Keep all documents related to the harassment, such as pictures, notes, or gifts from the harasser, rent increase notices, or eviction notices.

Local Assistance for Client | **If a newcomer with whom a resettlement agency is working is a victim of trafficking, sexual harassment or assault, staff should contact relevant government authorities immediately and refer the person to a local sexual assault services provider to address their medical, psychological, and emotional needs. All referrals should follow the resettlement office's standard operating procedures and the survivor-centered approach. Ensuring your office has relationships with local service providers is crucial for safe and effective referrals. **

National Sexual Assault Hotline: 1-800-656-4673 | www.rainn.org

Human Trafficking Red Flags

Knowing red flags that may indicate a housing provider is involved in human trafficking is crucial for protecting vulnerable newcomers. Here are key indicators:

- **High Tenant Turnover:** Frequent tenant changes in an apartment, i.e., tenants stay only for short periods, especially if this is new/unusual for the area or property type.
- **Access Restrictions:** If tenants cannot go to certain parts of the property or unusually strict rules limit visitors or the hours when tenants can come and go.
- **Overcrowding:** More people living in a unit than is reasonable or legal can signify trafficking. This may also be coupled with makeshift sleeping arrangements.
- **Security Measures:** Unusual security measures like multiple locks on doors, barred windows, surveillance cameras pointed at tenants' areas, or security measures that seem designed to keep tenants in rather than keep intruders out.
- **Lack of Personal Freedom:** If the landlord or manager holds tenants' personal documents, like passports or other IDs, or controls their communications or finances.
- **Cash Payments:** Insistence on cash payments without receipts and/or a refusal to provide a formal lease agreement.
- **Poor Living Conditions:** Extreme maintenance negligence at the property, suggesting disregard for tenant well-being.
- **Privacy Violations:** Landlords entering units frequently without notice or legitimate reasons can be an indicator of control and surveillance practices.
- **Unusual Activity:** High amounts of traffic in and out of the property at odd hours, frequent overnight stays by non-tenants, or other unusual movements/patterns.
- **Isolation from Community:** Landlord isolates some tenants from the community, discourages them from speaking with neighbors, or limits social interactions.
- **Suspect Tenant Behavior:** Tenants appear fearful and anxious or show signs of physical abuse. They may avoid eye contact, appear malnourished, or seem hesitant to speak about their living conditions.

Awareness of these red flags can help identify potentially dangerous situations early. If you suspect human trafficking, it is important to report your concerns to law enforcement or local anti-trafficking organizations. They can provide the necessary support and intervention to stop exploitation and, potentially, save lives.

Here is a government reference to expand on this summary information: [Recognizing the Signs | National Human Trafficking Hotline](#)

What to Report

- **WHO** you saw
- **WHAT** you saw
- **WHEN** you saw it
- **WHERE** you saw it
- **WHY** it seemed suspicious

DO NOT attempt to confront a suspected trafficker directly.

Housing for Labor

Housing provided as part of a work contract, or a labor-in-exchange-for-rent agreement can be a positive situation under the right conditions. However, dealing with an unscrupulous housing provider who offers housing in return for work on/around a rental property can be disastrous for a newcomer in terms of possible exploitation. If a newcomer is considering housing for labor, there are ways to vet the opportunity.

The landlord must have a labor-in-exchange-for-rent agreement outlining the specific tasks that the newcomer will perform (i) in lieu of paying rent, (ii) for reduced rent, or (iii) to pay past due rent or fees. The labor-in-exchange-for-rent agreement must specify the amount of work (hours, duties) required to equate to the rent credit. The compensation rate should be at least the state's minimum wage, correlate to the newcomer's skills and experience, and be fully understood and agreed to by the person providing the labor. To this point, be very careful about the head of the family, e.g., father or mother, committing children, especially minor children, to work.

The labor-in-exchange-for-rent agreement must also comply with state (i) employment and (ii) landlord-tenant laws. Depending on the state, tenant labor with a specific monetary amount each month may have regulations that limit the compensation a landlord can legally exchange for a newcomer's labor. A reputable landlord who offers housing for labor options will know their state laws and regulations, including the minimum and maximum compensation allowed for labor-for-rent.

Here are some questions to ask before having a newcomer enter into a labor-in-exchange-rent agreement.

NOTE: These questions are shared for informational purposes only and are not a substitute for professional legal advice.

- Is work-for-rent and the agreement allowed in the state?
- Does the agreement comply with relevant state landlord-tenant laws?
- Does the agreement outline the required labor and/or task with the compensation rent credit? In a proper labor-in-exchange-for-rent agreement, the tasks or job must note the amount of work done each month in exchange for rent credit.
- Does the labor-in-exchange-for-rent agreement comply with employment laws?
- Is the newcomer tenant fairly compensated for the requested work and/or task?
- Does the agreement establish the renter as an employee, or does it cite labor-in-exchange-for-rent specifically? *If there is wording that implies the tenant is an employee, then the apartment/house is a condition of employment, and they are entitled to use it based on that employment.*
- Does the agreement include a termination clause that addresses conditions for termination and how will housing for the newcomer be affected by early termination or completion.

To ask questions or seek clarification or additional information on any topics in this toolkit, please send an email to info@refugeehousing.org or request a technical assistance session at ta@refugeehousing.org.

