

MJI Judicial Webinar

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Establishing an Eviction Diversion Program

Materials presented by:

Hon. Donald Allen
55th District Court

Professor Brian Gilmore
MSU College of Law

Ms. SuAlyn Holbrooks
Ingham County MDHHS

Ms. Elizabeth Rios
*Legal Services of South
Central Michigan*



Establishing an Eviction Diversion Program

Table of Contents

Ingham County 55th District Court Eviction Diversion Program Materials	3
Brochure	3
Program Description	5
Stipulation and Order for Conditional Dismissal, Termination of Tenancy	7
Stipulation and Order for Conditional Dismissal, Non-Payment of Rent.....	9
Eviction Diversion, Right to Counsel Presentation.....	11
<u>State Emergency Relief Manual, State of Michigan Department of Health and Human Services</u>	
Emergency Services Funding (ERM 209)	18
Relocation Services (ERM 303)	24
Kalamazoo County 8th District Court Eviction Diversion Program	31
Brochure	31
Kalamazoo Community Housing Information	33
Stipulation and Order for Conditional Dismissal, Non-Payment of Rent with No Money Judgement	35
Stipulation and Order for Conditional Dismissal, Non-Payment of Rent with Money Judgement	37

Rental Verification Form To be Completed by Landlord:

Tenant Name:		
Tenant Address:		
City	State	Zip Code
County:	Email Address:	
Home Phone:	Work Phone:	Cell Phone:
LAST SIX MONTHS PAYMENT HISTORY		
1 st Month	2 nd Month	3 rd Month
\$	\$	\$
4 th Month	5 th Month	6 th Month
\$	\$	\$
Number of Months Behind:		Current Amount Owed:
Monthly Rent:		
Landlord Name:		
Landlord Mailing Address:		
City:	State:	Zip Code:
Email Address:		
Phone:		
Landlord Signature:		Date:

Eviction Diversion Program Ingham County

Providing low- and moderate-income
families and individuals with eviction prevention assistance



NEED HELP?
CALL 211
Get Connected.
Get Answers.

TENANTS

Have you received a summons to appear in court?

Are you interested in preventing an eviction and possibly avoiding a Judgment?

Do you have income to pay next month's rent?

Do you have cash to resolve this month's eviction?

Are you in need of temporary assistance?

If your answer is **YES**, please do the following:

- **Call 211 within 3 days** of receiving the Summons to Court
- **Make an appointment** with an Eviction Diversion Specialist.

Bring the following verifications to scheduled appointment:

- ☐ Driver's License or State ID
- ☐ Social Security Card
- ☐ 30 Days Verification of Income (i.e. Weekly=4 check stubs)
- ☐ Asset Verification (bank statement received within the last 30 days for each bank account)
- ☐ Rent Receipts for the last 6 months or Landlord to complete the Rental Verification Form on the back of this brochure

LANDLORDS

Have you filed a summons with an Ingham County District Court?

Are you interested in preventing an eviction?

Is unpaid back rent your primary issue with the tenant?

Is balance owed 3 months or less?

If answer is **YES**, please do the following:

Please complete the form on the reverse side and give form to tenant.

SETTLEMENT AGREEMENT

between

LANDLORD AND TENANT

Both parties must agree upon the following:

- Amount of rent owed
- Meet with an Eviction Diversion Specialist
- Agree to the terms of the Eviction Diversion Process
- Sign a Settlement Agreement to prevent entry of judgment and to allow time to resolve issue

EVICTON DIVERSION COMMUNITY PARTNERS

★VOLUNTEERS OF AMERICA

★MSU LAW CLINIC

★CAPITAL AREA COMMUNITY SERVICES

★ UNITED WAY 2-1-1

★MICHIGAN DEPARTMENT OF HUMAN SERVICES

★SALVATION ARMY

★LEGAL SERVICES OF SOUTH CENTRAL MICHIGAN

★INGHAM COUNTY COURTS

Ingham County 55th District Court Eviction Diversion Program

The program purpose is to divert potential evictions and subsequent homelessness by offering financial assistance to eligible tenants to pay their outstanding rental obligations, thereby providing landlords with assured, accelerated payments. The EDP is the result of a combined effort of several community partners in Ingham County interested in preventing evictions, facilitating payments to landlords, and saving the community the rising cost of sheltering its homeless population.

Program awareness and participation can begin at many different points in the community. Most often tenants learn about the program when they are served with a summons and complaint, to which the District Court attaches a flyer that explains the program and encourages the tenant to contact 211 immediately for further assistance. If the client calls 211 they will be referred to the Ingham county Coordinated Entry Agency at Holy Cross Services, who will set an appointment with the tenant and begin a housing plan to assess specific housing needs. The tenant may also be referred to other community organizations for relevant help. A tenant may also become aware of the program at a bi-monthly “Housing Hour” organized by community partners to raise awareness of the program and community organizations who can offer various forms of housing assistance.

The Eviction Diversion Program takes place every Thursday afternoon at the 55th District Court in Mason, MI. The docket is always set to begin at 1:00p.m in the courtroom of both Judge Boyd and Judge Allen simultaneously. Wednesday morning a conflict check is run on all defendants set to appear for that afternoon’s docket. All conflicts are noted and assessed appropriately. Income eligibility is checked on site.

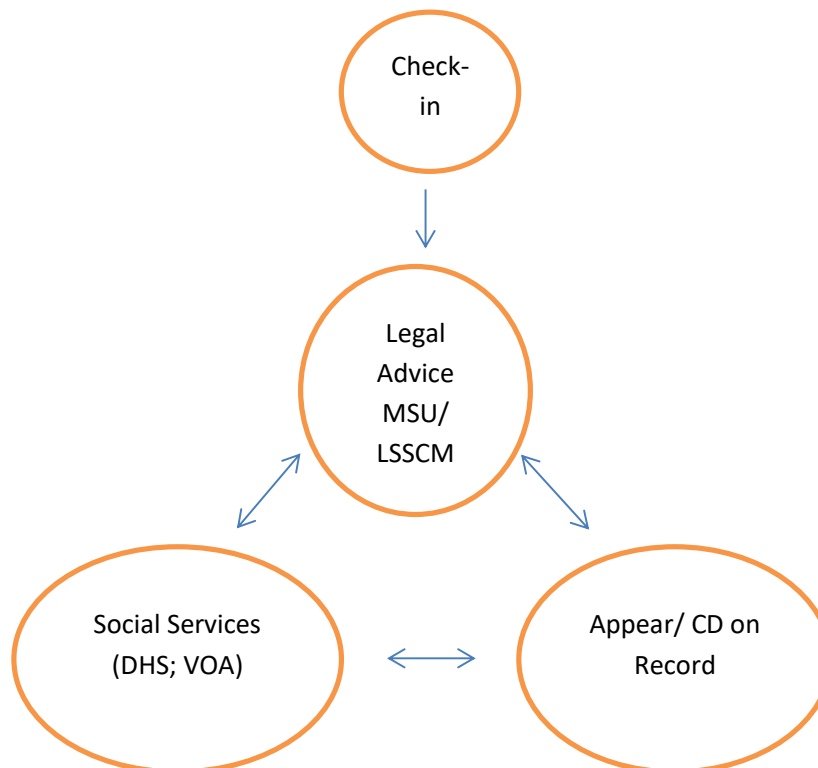
Tenants arrive and are checked-in by taking their name and case number upon entry. Once a tenant has checked-in, someone from Legal Services or Michigan State University College of Law Housing Clinic goes to speak with them individually. If the tenant appears before the Judge before speaking to a legal representative, the Judge will make the tenant aware that legal advice is available and if the tenant asks, may send them back to speak with a legal representative. A tenant is asked if there are any issues they are having with their landlord or if the case is strictly a financial issue due to financial hardship. If there is a significant legal issue, the tenant may be advised to request an adjournment and an appointment is set for further counsel at either MSU or Legal Services. If there is a small dispute regarding a repair or the amount owed, the legal representative negotiates on the tenant’s behalf to reach a resolution. If there is no dispute as to the amount owed, but a concern on behalf of the tenant that they will not be able to pay the amount due within the statutory timeframe, the legal representative will try to negotiate a longer timeframe. The legal representative must continuously move back and forth between the tenant, who is being screened for financial help, and the landlord/landlord attorney to reach an agreement. Further, each student continuously consults his/her supervisor when advising tenants and negotiating settlements.

After speaking with the legal representative to assess the issues of the case, the tenant is escorted back to speak with the social services agencies who may be able to provide rental arrearage assistance. The tenant meets with each agency to assess eligibility.

Ingham County 55th District Court Eviction Diversion Program

While the tenant is meeting with the social services agencies, the legal representative negotiates any of the above mentioned disputes with the landlord or landlord attorney. When a settlement is reached as to all issues, a Conditional Dismissal is drafted by the legal representative and signed by the tenant and landlord representative. When the legal representative explains the Conditional Dismissal to the tenant and presents it for signature, he/she also advises the tenant of their rights to an adjournment, evidentiary hearing, and/or jury trial and explains that the tenant is waiving those rights in order to enter into the Conditional Dismissal. The tenant is advised that if a social service organization does not follow through with payment to the landlord for any reason, the tenant is still responsible for the full amount of the Conditional Dismissal. The tenant is also advised that if he/she complies with the Conditional Dismissal, the case will be dismissed in 90 days and never appear on their credit. However, if the tenant does not comply, a Judgment and Writ will issue simultaneously and will be reported on their credit. If the tenant agrees, the tenant signs both the Agreement and the Advice of Rights form.

When both forms are signed by all parties, the parties appear together in front of the presiding Judge with their representatives, and put the Agreement on the record. Many times the tenant will not be finished meeting with social services organizations when the Agreement is ready to be put on the record. However, timing is an important aspect of the efficiency and fluidity of the program and so an emphasis is put on getting the Conditional Dismissals put on the record as soon as they are ready. The tenant will return to the social services organization portion of the program, after the court proceeding is concluded, to finish their eligibility screening. After the Conditional Dismissal is put on the record, a copy is made for the tenant, landlord, and legal representative. Once the tenant fully complies with the Conditional Dismissal, the Court will dismiss the case in 90 days for no progress.



THE 55TH DISTRICT COURT OF THE STATE OF MICHIGAN

_____,
Plaintiff,

v.

Case No.: _____

_____,
Defendant

_____ /

**STIPULATION AND ORDER FOR
CONDITIONAL DISMISSAL WITHOUT PREJUDICE**

At a session of court held in the
County of Ingham, State of Michigan
This ____ day of ____, 20__.

PRESENT: HONORABLE THOMAS P. BOYD, DISTRICT JUDGE
PRESENT: HONORABLE DONALD L. ALLEN, JR., DISTRICT JUDGE

This matter having come before the Court upon the Summary Proceedings for Termination of
Tenancy and the Court having heard the parties in open Court;

IT IS HEREBY ORDERED that the Defendant shall vacate on or before _____.

IT IS FURTHER ORDERED this action shall be conditionally dismissed without prejudice now.

IT IS FURTHER ORDERED that in the event the Defendant fails to vacate as set forth above,
then the Plaintiff will submit an Affidavit of Default, a Judgment for Possession, and an Order of
Eviction, which will enter simultaneously. In the alternative a hearing will be scheduled by Plaintiff.

IT IS FURTHER ORDERED an Affidavit of Default, a Judgment for Possession, a Judgment for
Money (if eligible and prayed for) and an Order of Eviction may not be filed more than 56 days after the
last payment is due under this order unless a hearing is held after the defendant has been given notice and
an opportunity to appear.

IT IS FURTHER UNDERSTOOD Defendant(s) remain responsible for paying the entire amount agreed upon in this Order that is not paid by DHHS or any other third party within the time period provided by this Order.

IT IS FURTHER UNDERSTOOD that by signing this Settlement Order, that the Defendant may be liable for money damages after Defendant moves if additional rent is owed or if there is damage to the property.

IT IS FURTHER UNDERSTOOD the parties are waiving the 14-day notice provision in MCR 2.602(C).

Further Orders: _____

Date: _____

Donald L. Allen/Thomas P. Boyd
District Judge

APPROVED AS TO FORM & CONTENT

Date: _____

Date: _____

Plaintiff/Plaintiff's Attorney

Defendant/Defendant's Attorney

YOU ARE ADVISED If you are not represented today you may file a motion for a new trial, a motion to set aside a default judgment, or an appeal and appeal bond, which must comply with all court rules and must be filed in court by _____. You may want legal help.

STATE OF MICHIGAN
IN THE 55TH DISTRICT COURT FOR THE COUNTY OF INGHAM

Plaintiff,

v

Case No.: _____

Defendant(s).

**STIPULATION AND ORDER FOR
CONDITIONAL DISMISSAL WITHOUT PREJUDICE**

At a session of Court held in the
County of Ingham, State of Michigan
This _____ day of _____, 20____

PRESENT: HONORABLE THOMAS P. BOYD, DISTRICT JUDGE
PRESENT: HONORABLE DONALD L. ALLEN, JR., DISTRICT JUDGE

This matter having come before the Court upon the Summary Proceedings for Non-Payment of Rent and the Court having heard the parties in open Court;

IT IS HEREBY ORDERED the sum of \$_____ for rent due and \$_____ for court costs for a total of \$_____ shall be paid on or before _____.

IT IS FURTHER ORDERED this action shall be conditionally dismissed without prejudice now.

IT IS FURTHER ORDERED in the event Defendant(s) fails to pay the rent and other costs as set forth above, then Plaintiff will submit an Order to Set Aside Conditional Dismissal, Affidavit of Default, a Judgment for Possession, a Judgment for Money (if eligible and prayed for), and an Order of Eviction, which will enter simultaneously.

IT IS FURTHER ORDERED an Order to Set Aside Conditional Dismissal, Affidavit of Default, a Judgment for Possession, a Judgment for Money (if eligible and prayed for) and an Order of Eviction may not be filed more than 56 days after the last payment is due under this

order unless a hearing is held after the defendant has been given notice and an opportunity to appear.

IT IS FURTHER UNDERSTOOD Defendant(s) remain responsible for paying the entire amount agreed upon in this Order that is not paid by DHHS or any other third party within the time period provided by this Order.

IT IS FURTHER UNDERSTOOD Defendant(s) may be liable for money damages after Defendant(s) moves if additional rent is owed or if there is damage to the property.

IT IS FURTHER UNDERSTOOD the parties are waiving the 14-day notice provision in MCR 2.602(2).

Further Orders: _____

Date: _____
Donald L. Allen, Jr. / Thomas P. Boyd
District Judge

STIPULATED AND AGREED TO:

Date: _____

Plaintiff/Plaintiff(s) Attorney

Date: _____

Defendant/Defendant(s) Attorney

Defendant/Defendant(s) Attorney



MICHIGAN
ADVOCACY
PROGRAM

RIGHT TO COUNSEL: EVICTION DIVERSION

Elizabeth Rios

Managing Attorney, Lansing
Office
Legal Services of South Central
Michigan
erios@lsscm.org

CONSEQUENCES OF EVICTION

- Compounding Poverty
- Immediate risk of homelessness
- Loss of personal property
- Job Issues -- "likelihood of being laid off is roughly 15% higher for workers who have experienced an eviction"
- Eviction Judgment (or even a filing) appearing on a credit report makes it much harder to rent another unit and may make families ineligible for affordable housing units; adverse effect on commercial credit
- Breaking up social support structures (schools, churches, nearby family members and neighbors)
- Health issues

EVICTIONS AFFECT LANDLORDS

- “Evictions are expensive for landlords, because by the time they get to housing court, they’ve usually gone without rent payments for at least a month. If the tenant is evicted, it can take several months before landlords find and screen a new tenant.”
 - Tracey Benson, president of the National Association of Independent Landlords. Quoted from Wiltz, Teresa: How Free Legal Help Can Prevent Evictions, Huffington Post, Oct. 27, 2017.
- Plus filing fees and attorneys’ fees

HOUSING AS A RIGHT

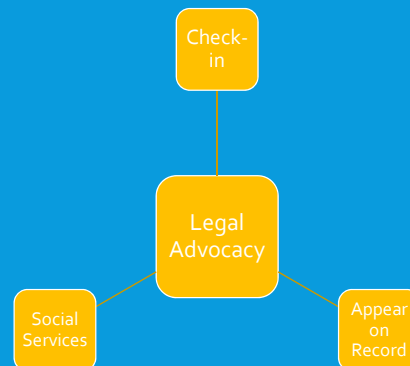
- “In our adversary system of criminal justice, any person haled into court, who is too poor to hire a lawyer, cannot be assured a fair trial unless counsel is provided for him.”
 - Justice Black
- Civil Right to Counsel (Civil Gideon)
- Due Process
- Mathews Test

HOUSING RIGHT TO COUNSEL

- HISTORY OF THE HOUSING COUNSEL MOVEMENT
- FIVE MINUTE JUSTICE
- THE DONALDSON REPORT
- NEW YORK
 - Bill 214 signed into law August 2017
 - Income limited
- SAN FRANCISCO
 - Prop F June 2018 passed on a vote of 56% to 44%
 - No income limit

MICHIGAN MODELS-EVICTION DIVERSION PROGRAMS

- General Concepts
- Right To Counsel Effect
- Identify Defenses/Educate
- No Judgment/Maintain credit
- Transform Community
- Ingham-55th
- Ingham-54-A
- Livingston-53rd



INGHAM COUNTY 55TH- MASON

- Started 2012
- Local rule retracted
- 2 judges
- Legal check-in
- Rural
- DHHS, CE, Legal on site
- Settlements on the record

INGHAM COUNTY 55TH DATA

	2012	2017	Difference	% Difference
New Cases Filed	1879	1694	-185	-9.85%
Evictions Ordered	550	343	-207	-37.64%
Dismissals	487	663	176	36.14%
Default Judgments	1004	658	-346	-34.46%
Settlement Agreements	0	355	355	

INGHAM COUNTY 54-A - LANSING

- Pilot Program: Sept – Dec 2017
- One Judge- Urban
- DHHS, CE, Legal on site, PHA partnership
- some settlements on the record

	2016	2017	Change
Default Rate	44.88%	33.40%	-11.48%
Eviction Rate	35.09%	22.50%	-12.59%
Dismissal Rate	33.45%	27.95%	-5.50%

- Michigan State University Study:
<https://www.lansingmi.gov/DocumentCenter/View/5528/2017-Eviction-Diversion-Pilot-Program-Final-Report>

LIVINGSTON COUNTY 53RD- BRIGHTON/HOWELL

- Started 2015
- Two judges- Rural
- CE, legal on site
- Settlements not on the record

YOUR COUNTY/CITY NEXT!

- DIFFERENT FOR EACH COMMUNITY
- What are your assets?
 - Local laws, supportive court, good LL's, quality affordable housing stock, funders, local law schools
- Who are your partners?
 - DHHS, CE, social service agencies, LL's, local government,
- What are your barriers?
 - LL's, judges, funding, local laws

BENEFITS & BARRIERS

- BENEFITS
 - Representation
 - No Judgment
 - Maintain Credit/rental history
 - Tenant education over time
 - Community impact (LL's, housing stock, courts)
- BARRIERS
 - Funding
 - Courts
 - LL's

THANK YOU!

“Overcoming poverty is not a task of charity, it is an act of justice. Like Slavery and Apartheid, poverty is not natural. It is man-made and it can be overcome and eradicated by the actions of human beings.”

-Nelson Mandela

DEPARTMENT POLICY

In the majority of cases, State Emergency Relief (SER) is sufficient to resolve threats to health and safety. However, due to the nature of emergencies and variations in SER group circumstances, unusual situations may exist which cannot be resolved through SER.

Emergency Services (ES) funds are allocated to each local office to provide assistance when SER will not cover the requested service or the SER payment will not resolve the emergency.

USE OF ES FUNDS

An SER application must be submitted and eligibility must be determined prior to any service or cost being paid using ES funds. SER should be authorized whenever the household qualifies for a benefit through the SER program. Since ES is a funding source, this is not a program that the client can apply for directly. The issuance of ES funding is made in conjunction with the submission of an SER application, at the local office's discretion.

Any issuance of ES Funds must be recorded in the Bridges electronic case record. Case comments must include the following:

- Details of the service requested.
- Extenuating circumstances resulting in the use of ES funds.
- Provider name.
- Amount of ES payment.

The first priority of emergency funding is to assure that clients have safe and decent housing, and providing needed services to help persons or families remain in their own home. ES funds may be used to expand payment maximums if **all** other eligibility requirements have been met.

Example: An SER group needs their septic system repaired at a cost of \$1650. The group has the full \$1500 non-energy lifetime limit available and meets all other eligibility requirements for home repairs. However, they do not have the extra \$150 and have been unable to find private or community agencies that will contribute the \$150 difference. The \$1500 limit may be paid from SER and the additional \$150 supplemented from ES funds.

**SERVICES &
COSTS NOT
COVERED BY ES
FUNDS**

ES funds may **not** be used to:

- Pay energy services, (heat, electricity, furnace repair or replacement).
- Pay legal or court costs.
- Repair or purchase a vehicle.
- Purchase bus passes or tokens or pay for any other travel expenses, unless it meets the criteria of medical transportation.
- Pay or reimburse for employment related costs such as car repair.
- Reimburse a provider, individual, or MDHHS employee.
- Pay for physical examinations or medical treatment not listed previously in this item.
- Pay for medical records or photocopies.
- Establish contracts, including emergency shelter contracts.

**ES COVERED
SERVICES**

ES funds may be used to assist with the following:

1. **Emergency food:** Issue emergency food if the need results from an event that is beyond the group's control and the group was not eligible for Food Assistance Program (FAP) benefits in the current month.

ES funds may be used to:

- Replace food within 60 days from the date of fire, civil disorder or natural/chemical disaster.
- Prevent children from being removed from the home.
- Allow children to return to the home.

The daily food allowance is \$6.00 per day per SER group member for a maximum of 15 days, or the shortest period of time that meets the SER group's needs.

Verification is required and may include any of the following:

- Fire report.
- Police report.
- Statement from the MDHHS services worker or manager regarding the removal or return of the children to the home.
- Newspaper article or other reliable source that provides the date and details of the fire, disorder or disaster.

2. **Homeless prevention:** includes mortgage and back taxes to avoid eviction or foreclosure. Rental payments and security deposits are also allowed to establish or maintain safe housing. Mortgage and property tax payments are only allowed for homeowners or individuals who are purchasing their home. Housing must be affordable.

Note: Households facing an immediate crisis may also be assisted by the county's Housing Assessment and Resource Agency (HARA); see the [Michigan State Housing Development Authority \(MSHDA\)](http://michigan.gov/mshda/0,4641,7-141-5515---,00.html) website for referral information, [<http://michigan.gov/mshda/0,4641,7-141-5515---,00.html>]

3. **Emergency home repair:** is used to prevent removal of a family from their home for health and safety reasons. Two quotes (minimum) must be obtained from licensed providers, with the lesser of the two being awarded the home repair work. Home repairs are only allowed for homeowners or individuals who are purchasing their home. Housing must be affordable.
4. **Non-energy utilities:** (water, sewer and cooking gas); payment may be issued if the client is in arrears on non-energy related utility payments, and at risk of shut off.
5. **Emergency medical:** MDHHS may pay the provider for the actual cost of the service, up to \$500, or the minimum amount needed to resolve the emergency if the services are not covered by a third-party resource, Medicaid, Medicare or a health insurance provider.

6. **Limited-cost household goods:** Includes one table with chairs and beds sufficient for all household members, with a \$500 maximum. Room air conditioners may be purchased or repaired only if the recipient is 55 or older or provides a statement from a physician that air conditioning is medically necessary.
7. **Limited-cost household items:** Includes dishes, silverware, pots and pans, brooms or mops, bed sheets and pillows, and towels, with a \$100 maximum issuance.
8. **Emergency medical transportation:** Includes a one-time trip to a hospital or doctor's office for a life threatening situation or illness, a trip to the pharmacy to fill a prescription for an illness, or a trip to resolve another type of medical emergency.

Note: Ongoing trips for regular office visits, family visitations, etc., are not covered.

9. **Other limited-cost items:** Contribution to a burial is limited to the cost of an oversized casket. No other burial costs are allowed. Clothing is limited to the replacement of clothing lost in a natural or chemical disaster, fire, civil disorder or other catastrophic event.
10. **Bulk purchases:** are allowed with the following stipulations:
 - Bulk purchases shall be made according to MDHHS purchasing guidelines.
 - Bulk purchases may be made up to \$1,000. Purchases exceeding \$1,000 require central office approval.
 - Bulk purchases are to relieve one time emergencies such as: diapers, baby formula or small incremental gift cards, up to the maximum of \$25 each. Gift cards must not exceed \$25 in value.
 - Purchases may be made on a monthly or quarterly basis in anticipation of the use during that period. Purchases must not carry over to the next quarter.
 - Purchases made during the last quarter of the fiscal year must not be more than the quarterly average purchased for the preceding three quarters.

- The items must be purchased and used in the same fiscal year.
- Documentation, including the client's name, case number, and purpose for issuing the item must accompany the distribution log and fiscal records, with a copy filed in Bridges ECF and case comments must be entered.

Note: Large items and furniture, including beds and cribs, do not qualify as a bulk purchase but can be approved on a case by case basis for qualifying households.

11. **Extermination services for renters:** including the treatment for bed bugs, requires a Program Policy Office Exception. The CM-0023, Contract Program Policy Exception Request form, along with supporting documentation, must be completed and emailed to the SER mailbox for consideration.

AUTHORIZATION OF ES FUNDS

Follow the local office business process for review of ES authorization prior to submitting documentation to DHHS Accounting for final payment. The DHHS Accounting email is InvoiceMDHHS@michigan.gov. Each ES authorization requires the completion of the MDHHS-5602, Payment Request, and must have the signature of the worker, supervisor or manager. ES payments may only be issued to Bridges-enrolled providers.

For payment of services not listed under the ES Covered Services section above, the local county office director has the discretion to approve the use of ES funding. If approved, the local county office director, or signatory designee, must sign the MDHHS-5602, Payment Request form prior to any payment issuance. Payments cannot be authorized for services and costs specifically listed as non-covered services.

All supporting documentation, including the signed MDHHS-5602, must be scanned into the electronic case file in Bridges.

Note: As a result of the implementation of SIGMA, the MDHHS-5602, Payment Request form will be replacing the DHS-1291.

LEGAL BASE

Mich Admin Code, R 400.7001 et seq.

DEPARTMENT POLICY

State Emergency Relief (SER) assists individuals and families to resolve or prevent homelessness by providing money for rent, security deposits, and moving expenses.

Households facing an immediate crisis may also be assisted by the county's Housing Assessment and Resource Agency (HARA). Please visit the following website for referral information, <http://michigan.gov/mshda/0,4641,7-141-5515---,00.html>

COVERED SERVICES

Accept the decision of the SER group regarding use of the relocation funds authorized. The issuance amount must resolve the group's shelter emergency. Authorize any combination of the following services:

- Moving expenses (to relocate household effects).
- Security deposit (if required).
- First month's rent.
- Rent arrearage.
 - Mobile home lot rent for owners or purchasers is a home ownership service found in ERM 304.
 - Mobile home lot rent for renters is a relocation service covered by this Item.

Note: Court costs and fees included in a judgment is an allowable cost for a *rent to prevent eviction* request.

Example: Group A decides to use their entire relocation services amount for a rent arrearage; Group B wants to use their relocation services amount for the first month's rent on a new apartment; Group C requests first month's rent and rental of a U-Haul trailer. Process payments for these situations as requested.

ELIGIBILITY REQUIREMENTS

Authorize relocation services only if one of the following circumstances exists and all other SER criteria are met.

- The SER group is homeless. The definition of homelessness for SER means that there is no housing that the group can return to. To be considered homeless, the SER group must meet one of the following criteria:
 - Has a primary night-time residence that is a public or private place not meant for human habitation, (the group is sleeping in a car or on the streets).
 - Is living in an emergency shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels).
 - Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 - The SER group is at risk of homelessness
- Note:** Groups who voluntarily left their home, but can return without a threat to their health or safety, are not homeless.
- The SER group meets the eligibility requirements for one of the following homeless assistance programs:
 - Family Re-Housing Program (replaces Rapid Re-Housing Initiative which ended 5/31/2015) effective 10/1/2015.
 - Rural Homeless Permanent Supportive Housing Initiative (RPSH).

Note: Update the Living Arrangement screen in Bridges to reflect the appropriate homeless assistance program.

Group Living With Friends or Relatives

A group living with friends or relatives is not homeless, even if the arrangement is temporary unless one of the situations below exists:

- The group is living temporarily with other persons following a fire or natural disaster that occurred not more than 60 days before the date the group files an application for SER.

- The group is living with other persons to escape a domestic violence situation.
- The group meets eligibility criteria for one of the homeless assistance programs listed above.

DOCUMENTATION OF NEED

Persons who are homeless; living in an emergency shelter, on the street, in a car or place unfit for human habitation must provide a written observation by an outreach worker, written referral by another service provider, or a written statement from the head of household stating that the SER group is living on the streets. Verification from an outreach worker or service provider must be on official letterhead, signed and dated.

Persons eligible for one of the homeless assistance programs listed above must have a written referral by the service provider verifying that the SER group is eligible for the program. The verification must be on agency letterhead with the homeless assistance program identified, signed and dated.

Persons at imminent risk of homelessness must provide a court summons, order or judgment resulting from an eviction action.

Legal Notice

A court summons, order, or judgment was issued which will result in the SER group becoming homeless.

Foster Care

The SER group needs adequate housing to avoid a foster care placement or before a child or children can come home from foster care.

Unsafe Housing

A MDHHS services worker or MDHHS specialist, with supervisory approval, determines the family must be relocated from unsafe housing for the protection of the children.

**Condemned
Housing**

The SER group receives final written notice to vacate condemned housing from a local public agency authorized to issue such an order.

High Energy

The energy multi-disciplinary team has identified the group as living in high energy housing that cannot be rehabilitated.

**HOUSING
AFFORDABILITY**

Bridges will determine whether the SER group's rental housing is affordable. Approve SER for relocation services only if the group's rental obligation meets the criteria for housing affordability specified in ERM 207.

**REQUIRED
PAYMENTS**

Verify the group shelter payments for the past six months and enter the obligation amount and verification source on the SER Required Payments screen. If required payments have not been made, Bridges will determine whether the SER group had good cause for non-payment of their shelter obligation during the last six months, regardless of the reason they are in need; see ERM 204.

Example: A group in a homeless shelter or homeless due to a fire must have met required payments.

Note: In cases where the group is residing in a homeless shelter, and there are extenuating circumstances, an exception request may be made through Bridges to Energy and Emergency Services. See ERM 104, Exceptions to Official SER Policy.

**SHELTER
VERIFICATION**

Before relocation services can be approved for families with children under the age of six, a DHS-3688, Shelter Verification form, with a revision date of October 2009 or later, is required to verify that the home is free of lead paint or is certified lead safe.

The shelter provider is required to complete and sign the DHS-3688. If the shelter unit is not lead-paint safe, payment for relocation services for that residence may not be approved.

The signed DHS-3688 is only required when a family, with a child under the age of six, has requested relocation services to move into a new residence. An updated form is not required for relocation services (rent to prevent eviction) for the current residence.

PAYMENT AUTHORIZATION

Bridges will authorize the amount the SER group needs to keep or obtain permanent shelter, up to the amounts in the Issuance Maximums for Relocation Services at the end of this item.

VERIFICATION SOURCES

Verification of Need Amount

- A DHS-3688, Shelter Verification, form with a revision date of October 2009 or later must be completed and signed by the shelter provider.
- Written statement from the shelter provider, signed and dated.
- Order of judgment.
- Obtain a statement from the rental or moving company to verify the cost of moving the household belongings.
- DHS-223, Documentation Record may be used and must contain the following:
 - Date.
 - Client name and case number.
 - Amount needed to resolve the emergency.
 - Any other pertinent information regarding the emergency.
 - The name of the landlord or person at the rental company who provided the information along with the signature of the MDHHS staff person obtaining the information.

Shelter Costs

- DHS-3688, Shelter Verification, form signed and dated.
- Written statement from the shelter provider.

Homelessness

- Eviction, judgment, or court order from last residence.
Note: A demand for possession non-payment of rent or notice to quit is not acceptable.
- Group's statement that they are living with others to escape domestic violence.
- Group's statement that they are sleeping in a car, or on the street and there is no housing they can return to.
- Fire department report, newspaper article, etc. verifying a fire or natural disaster.
- Statement from the releasing facility for persons exiting jail, prison, a juvenile facility, a hospital, a medical setting, foster care, a substance abuse facility or a mental health treatment setting indicating there is no available housing and the person has no residence to return to.
- Signed and dated statement on official letterhead of the agency or service provider, which identifies the persons and the homeless assistance program they are eligible for.

Potentially Homeless

- A judgment, eviction order or court summons regarding eviction. (A demand for possession non-payment of rent or a notice to quit is not sufficient.)
- Legal notice from local public agency ordering the group to vacate condemned housing.
Note: A non-compliance notice with building code violations or condemnation notice granting a repair period does not qualify as a notice to vacate.
- Written statement from MDHHS services worker or MDHHS specialist, approved by a manager, when:
 - The current rental unit is unsafe structurally or is otherwise a threat to the health and safety of the family.

- The family needs adequate, affordable housing to avoid a foster care placement or so children in foster care can return home.
- Written notification from the energy multi-disciplinary team that the group lives in high energy housing that cannot be rehabilitated.

Required Payments

- Rent receipts.
- Statement from the landlord.

TABLE - ISSUANCE MAXIMUMS FOR RELOCATION SERVICES

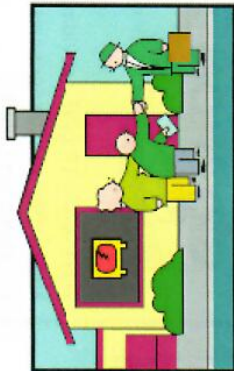
ISSUANCE MAXIMUMS FOR RELOCATION SERVICES	
SER Group Size	Relocation Services Maximums Payment Per Issuance
1	\$410
2	\$520
3	\$620
4	\$740
5	\$870
6 or more	\$1,040
<p>Note: The amounts shown in the table are not monthly issuance amounts. They are the total maximum issuance amounts per SER group.</p> <p>Example: A group of 6 persons with a 3-month rent arrearage would receive a maximum of \$1,040 for a relocation service.</p>	

LEGAL BASE

Mich Admin Code, R 400.7001 et seq.

RENT ASSISTANCE

Getting Help in Hard Times



EVICTON PREVENTION ASSISTANCE

8th DISTRICT COURT

EVICTON DIVERSION PROGRAM

PLEASE READ THE INSIDE BROCHURE AND BRING ALL DOCUMENTS
TO YOUR APPOINTMENT



LIVE UNITED
United Way of the Battle Creek
and Kalamazoo Region

Revised 2/18

TO BE COMPLETED BY THE LANDLORD

Tenant Name:		
Tenant Phone Number:		
Owner's Name:		
Owner's Mailing Address:		
City:	State:	Zip Code:
<input type="checkbox"/> City of Kalamazoo	<input type="checkbox"/> Oshtemo Township	
Home Phone: ()	Work Phone: ()	
Fax: ()		
E-Mail:		
IF THE UNIT WAS CONSTRUCTED PRIOR TO 1978, CHECK ONE OF THE FOLLOWING:		
<input type="checkbox"/> A completed statement containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family, will be required prior to Lease execution.		
<input type="checkbox"/> The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State or Tribal certification program.		

Utilities—Check the items that apply and who pays for them:

Utilities	Paid by		Check Type of Fuel Used							
	Owner	Tenant	Natural Gas	Electric	Fuel Oil	Propane	Wood	Coal	Solar	Other
Heating										
Cooking										
Water Heating										
Electricity										
Air Conditioning										
Water/Well										
Sewer/Septic										
Trash Collection										

Unit Information:		
Address of Unit		
Number of bedrooms in unit	Approximate year built	Approximate square footage
Most recent monthly rent	Proposed monthly rent	
The reason for any difference between the most recent monthly rent and the proposed monthly rent is:		
Is this a subsidized unit or complex? <input type="checkbox"/> No <input type="checkbox"/> Yes—Please enter complex name		
Market Rent \$		Type of Subsidy
Is this a HOME rental REHAB unit? <input type="checkbox"/> No <input type="checkbox"/> Yes		

NUMBER OF MONTHS BEHIND: _____

TOTAL AMOUNT OWED: _____

☐ Yes ☐ No

I agree to be considered for the Eviction Diversion Project and agree to work with the Eviction Diversion Team in an attempt to resolve this back rent situation

Print Landlord Name	Landlord Signature	Date
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Please keep a copy of this form and return one to your tenant for further Eviction/Diversion eligibility consideration.

**Completion of this form DOES NOT guarantee assistance.

TENANTS

Have you received a summons to appear in court?
Are you interested in preventing an eviction and possibly avoiding a judgment?
Do you have income to pay next month's rent?
Do you have cash to contribute to resolve this eviction?

If you answered the questions above with a yes and need temporary assistance, immediately **call 2-1-1** upon receiving the court summons for an appointment with an Eviction Diversion Specialist.

Bring the following information to your appointment:

- ☐ All of the court documents you have received
- ☐ 30 Day Verification of Income
- ☐ Driver's License or ID
- ☐ Social Security Card
- ☐ 6 Month Rental Payment History from your Landlord
- ☐ Landlord Statement on reverse side
- ☐ Asset Verification/Current Bank Statements

EVICTON DIVERSION COMMUNITY PARTNERS

FUNDING AND SUPPORT PROVIDED BY:

The United Way of the Battle Creek and Kalamazoo Region
Irving S. Gilmore Foundation
Housing Resources Inc.
Michigan Department of Health and Human Services
Kalamazoo County 8th District Court

United Way of the Battle Creek
and Kalamazoo Region
change4better.org



LEGAL AID
OF WESTERN MICHIGAN



LANDLORDS

Have you filed a summons with the 8th District Court?
If your property is within the City of Kalamazoo, Is it certified?
Are there no more than 3 months in arrears?

If you answered yes to all of the questions above, please complete the form on the reverse side and give the completed form to your tenant.

AGREEMENT BETWEEN LANDLORD AND TENANT

Both parties must agree to the following:

Amount of rent owed

Agree to the terms of Eviction Diversion

Sign agreement to prevent entry of judgment



2-1-1 is a HELP LINE providing referrals to health and human service agencies and crisis intervention in Kalamazoo County.

Available 24 hours a day 365 days a year.
Calls are confidential.

Community Housing Information Center

Every Wednesday 4-5 pm

Hosted at the HRI /Goodwill Alcott Location
420 E. Alcott St Kalamazoo, MI 49001.

Please join community agencies for information about housing, services available, and solutions to housing needs. Agency staff and/or information available from:

- Housing Resources, Inc.
- Department of Health and Human Services
- Gryphon Place/2-1-1
- Goodwill
- Job Corps
- KCMH

Type of housing information available:

- Housing search, current vacancies
- Private landlord and apartment complex information
- Preventing an eviction-understanding the process
- Resolving landlord/tenant disputes
- Emergency shelter referral
- Foreclosure and homeownership info
- Weatherization and utility cost savings
- Budgeting, housing costs: What can I afford?
- Sample leases and move-in checklists
- Services and resources for tenants and landlords

Please note: No appointment is required. Guests at this session are seen as quickly as possible. There will be NO financial resources available at this housing hour

Emergency Shelters in Kalamazoo County

SINGLE MEN AND WOMEN - COUPLES WITH NO CHILDREN:

KALAMAZOO GOSPEL MISSION 448 N. Burdick	345-2974	Single men and women and families	Call or Walk-in, 24 hours a day
OAKLAND HOUSE 1207 Oakland Drive	532-1270	Hard to serve homeless; priority given to mental health clients and those referred by other agencies.	Call 24 hours a day
OPEN DOORS (WOMEN) 1215 W. North St.	349-2119	Single women, between the ages of 17 and 35.	Call, 24 hours a day. (If answering machine picks up, follow instructions)
OPEN DOORS (MEN) 416 Ranney St.	345-1431	Single men, between the ages of 17 and 35.	Call, 24 hours a day. (If answering machine picks up, follow instructions)

FAMILIES - MEN, WOMEN AND COUPLES WITH CHILDREN:

KALAMAZOO GOSPEL MISSION 448 N. Burdick	345-2974	Women with children. Adult male members of the household will be sheltered in the men's unit.	Call or Walk-in, 24 hours a day
ELEANOR HOUSE & RAPID RE-HOUSING CENTER (HRI) 522 Eleanor	382-5609	Families with children.	Phone contact preferred. Call 24 hours a day. Will do a phone screen in prep for entry.

VICTIMS OF DOMESTIC VIOLENCE:

DOMESTIC ASSAULT PROGRAM-YWCA 353 E. Michigan	385-3587	Victims with or without dependent children who have experienced domestic violence from a partner or ex-partner in an intimate relationship.	Call or Walk-in, M-F, business hours. Shelter available 24 hours a day through crisis line.
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RUNAWAY YOUTH AND YOUTH IN TRANSITION:

THE ARK 990 W. Kilgore	343-8765 1-800-873-TEEN	Youth between the ages of 10 and 17.	24 hour crisis line, referrals and walk-ins.
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**STATE OF MICHIGAN
IN THE DISTRICT COURT FOR THE 8TH JUDICIAL DISTRICT**

Plaintiff

Case No. LT

v

Defendant(s)

_____ /

**THIS ORDER MAY ONLY BE USED
FOR EVICTION DIVERSION CASES**

**STIPULATION AND ORDER FOR
CONDITIONAL DISMISSAL WITHOUT PREJUDICE**

At a session of said Court held in the
County of Kalamazoo, State of Michigan
On this _____ day of _____ 20____

PRESENT: HONORABLE Christopher T. Haenicke, DISTRICT JUDGE/PROBATE JUDGE

This matter having come before the parties upon summary proceedings for Non-Payment of Rent and the Court having heard the parties in open Court:

IT IS HEREBY ORDERED that the sum of \$ _____ for rent due through _____
and \$ _____ for court costs for a total of \$ _____ shall be paid on or before
_____, 20_____.

IT IS FURTHER ORDERED that this action shall be dismissed without prejudice now.

IT IS FURTHER ORDERED that in the event, the Defendant(s) fails to pay the rent and other costs as set forth above, and within 56 days of this order, this action shall be reinstated as to all named Defendant(s), upon the Plaintiff's submission of an Affidavit of Default, a Judgment for Possession, a Judgment for Money (if eligible and prayed for) and an Order of Eviction, which will enter simultaneously.

Form 922 12/13 PS

IT IS FURTHER UNDERSTOOD that by signing this Stipulation, the parties agree that this is not a guarantee that the Department of Human Services, Housing Resources, Inc., or any other service agency is able to provide the tenant with financial assistance. In the event, the above mentioned agencies are unable to provide financial assistance, the Defendant(s) is responsible for paying for the entire amount agreed upon in this Stipulation.

IT IS FURTHER UNDERSTOOD that by signing this Stipulation, that the parties do not waive any claims for money damages if additional rent is owed or if there is damage to the property.

IT IS FURTHER UNDERSTOOD that if the Defendant(s) is not represented by counsel, this order may not be enforced until 3 regular court business days have elapsed.

Date _____

District Judge/Probate Judge

Stipulated and agreed to:

Dated _____, 20____

Plaintiff

Dated _____, 20____

Defendant

Dated _____, 20____

Defendant

**STATE OF MICHIGAN
IN THE DISTRICT COURT FOR THE 8TH JUDICIAL DISTRICT**

Plaintiff,

Case No. _____

v

Defendant(s).

_____ /

**THIS ORDER MAY ONLY BE USED
FOR EVICTION DIVERSION CASES**

**STIPULATION AND ORDER FOR
CONDITIONAL DISMISSAL WITHOUT PREJUDICE**

At a session of said Court held in the
County of Kalamazoo, State of Michigan

On this _____ day of _____, 20____

PRESENT: HONORABLE Christopher T. Haenicke, DISTRICT JUDGE/PROBATE JUDGE

This matter having come before the parties upon summary proceedings for Non-Payment of Rent and the Court having heard the parties in open Court:

IT IS HEREBY ORDERED that the sum of \$_____ for rent due through _____ and \$_____ for court costs for a total of \$_____ shall be paid on or before _____, 20____.

IT IS FURTHER ORDERED that this action shall be dismissed without prejudice now.

IT IS FURTHER ORDERED that in the event, the Defendant(s) fails to pay the rent and other costs as set forth above, and within 56 days of this order, this action shall be reinstated as to all named Defendant(s), upon the Plaintiff's submission of an Affidavit of Default, a Judgment for

Form 921 12/13 MJ

Possession, a Judgment for Money (if eligible and prayed for) and an Order of Eviction, which will enter simultaneously.

IT IS FURTHER UNDERSTOOD that if a Judgment for Money was prayed for and Defendant(s) failed to pay the above stated amount, than Plaintiff shall also be entitled to a sum of \$ _____ prorated through _____, 20__ and \$ _____ for court costs for a total Money Judgment of \$ _____ that may be collected.

IT IS FURTHER UNDERSTOOD that by signing this Stipulation, the parties agree that this is not a guarantee that the Department of Human Services, Housing Resources, Inc., or any other service agency is able to provide the tenant with financial assistance. In the event, the above mentioned agencies are unable to provide financial assistance, the Defendant(s) is responsible for paying for the entire amount agreed upon in this Stipulation.

IT IS FURTHER UNDERSTOOD that by signing this Stipulation, that the parties do not waive any claims for money damages if additional rent is owed or if there is damage to the property.

IT IS FURTHER UNDERSTOOD that if the Defendant(s) is not represented by counsel, this order may not be enforced until 3 regular court business days have elapsed.

Date: _____

District Judge/Probate Judge

Stipulated and agreed to:

Dated: _____, 20__

Plaintiff

Dated: _____, 20__

Defendant

Dated: _____, 20__

Defendant

Form 921 12/13 MJ