

Housing Readiness Handout

Note: This information created by the Texas Foster Youth Justice Project (<http://texasfosteryouth.org/legal-resources/legal-resources-for-youth/housing/>). Some additional information added as notes by DFPS. This information is subject to change without notice – visit website for most up to date and accurate details.

Finding A Place to Live

Once you leave foster care, you will need your own place to live. Housing is one of the items you should talk about in your Circle of Support or transitional support meetings. Remember that you do not automatically age out of foster care when you turn 18. (See Extended Foster Care for how you can stay in foster care when you turn 18.) Once you do leave, financial help is available to get you started on your own, but it will not last long nor cover all bills, so you will need to have a job or college financial aid.

Before renting a place to live, you should become familiar with the renting process. Your Circle of Support or transition planning meetings, Aftercare case managers, and transition centers can provide guidance. You can also teach yourself about renting: visit Austin Tenants' Council (which has information that applies statewide).

As you start to look for an apartment or house to rent, be ready to answer questions about your credit, any criminal record and references. If you are going to have a roommate, your roommate will have to give the same information. A landlord will probably want proof that you earn enough money to pay rent. The landlord may also run a "credit check." Credit checks show whether you owe money on any loans or credit cards and whether you have been late paying bills. If this is your first time on your own, you probably will have a "clean" credit report showing no loans, credit cards or bill payment history. If there are problems on your report, you need to get them fixed as soon as possible.

If you have a criminal record, you should understand exactly what is in your record and what you might need to tell someone about, and what will show up on your criminal history, especially if your juvenile records were sealed. Many bigger apartment complexes will run a criminal background report and are often unwilling to rent to people with a criminal history, you may need to look for other types of housing.

Your housing choices depend on what you will be doing. Some programs, like JobCorps and AmeriCorps, provide housing. If you are going to college, the school may have places to live on-campus called dormitories or "dorms." Sometimes, they also offer apartments for families. If you live in a dorm, however, you will need to have a plan for where you will stay during school holidays because dorms usually close during those times. (See Returning to Extended Foster Care about returning to foster care during school breaks.) Don't forget to ask the financial aid office and other offices at your college if the college offers special housing assistance to former foster youth.

Housing Benefits to Youth Leaving Foster Care

Note: For full context of the Transitional Living Allowance and Aftercare Room and Board Assistance, please refer to the following DFPS Policy Manuals.

http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_x10200.asp#CPS_10240 TLA

http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_x10200.asp#CPS_10250 Room and Board

http://www.dfps.state.tx.us/Child_Protection/Youth_and_Young_Adults/Transitional_Living/documents/Transitional_Living_Services_Handout.pdf

Transitional Living Allowance

When you leave foster care, you can receive a \$1000 Transitional Allowance (TLA). To get the TLA you must:

- Complete the Life Skills class (also known as PAL class)
- Have a job or be actively looking for a job (unless you are medically unable to work, which includes receiving SSI), or be in school or a training program and,
- Be a U.S. citizen or have legal immigration status.

You must work with your PAL worker to get the TLA. You can't get more than \$500 a month and can only receive \$1000 total. If you are entering the military or Job Corps, the total benefit is \$500. If you have a disability that prevents independent living and are moving into a supervised setting which is paid for by another source, the total benefit is \$500.

Aftercare Room and Board Assistance

If you are between 18 and 21 years old and aged out of the foster care system at age 18 or older, then you may be able to get up to \$500 per month for rent, rent deposit, utilities and groceries. To qualify, you must:

- Be working with your Aftercare worker,
- Have a job or be actively looking for a job (unless you are medically unable to work, which includes receiving SSI), or be in school or a training program and,
- Be a U.S. citizen or have legal immigration status. You can find CPS requirements for Transitional Living Allowance and Aftercare Room and Board in the CPS Handbook sections 10240-56.

The maximum amount you can receive under this program is \$3,000. Aftercare funds are not an automatic benefit and you will need to show you have the need. You will not be given cash; the funds will be in form of gift cards for groceries or payments to landlords or utility companies.

You can find CPS requirements for Transitional Living Allowance and Aftercare Room and Board in the CPS Handbook sections 10240-56.

Public Housing

Note: Public Housing Authorities now have targeted youth housing vouchers called Family Unification Program (FUP) and Foster Youth to Independence (FYI) Voucher Programs. These should be a top priority and consideration.

Most public housing assistance is made under a program called "Section 8" housing. The waiting list for public housing, at times called HUD or "section 8" housing, can sometimes be very long. Some public housing agencies have special programs for aged out foster youth or young adults in crisis that are easier to get into. Talk to your Aftercare case worker and PAL worker about applying for those special programs.

If there is no special program you qualify for and you would like to see if you are eligible for public housing assistance, contact your local public housing office. You can find your local public housing office through the "Find My Local Public Housing Agency (PHA)" link at HUD.gov or by calling (800)955-2232. To apply for assistance from public housing, you will need to set up an appointment. Be sure to ask what you need to take with you to the appointment. You should expect to bring a completed public housing application, the names and dates of birth of people you will be living with, proper identification, contact information of current and past landlords and proof of your income.

Public housing will review your application and the other information they asked you to bring to determine how much financial help for housing they can give you. If you qualify for assistance and you receive a voucher to use to pay for housing, public housing should then be able to give you a list of apartments or houses in your area that accept the assistance. You should also check other sources, like online apartment rental sites, for possible rentals. Be sure to ask the public housing office how long you

might expect to wait before receiving assistance. You can find more information about public housing by visiting HUD's information on Rental Assistance.

Rental Assistance for Aged Out Foster Youth with Disabilities

The Section 811 Project Rental Assistance (PRA) Program is a rental assistance program available in some metropolitan areas for aged out foster youth who have disabilities and receive SSI. For assistance in applying for the program, contact your regional CPS Developmental Disability Specialist. See Texas Department of Housing and Community Affairs for additional program information.

Additional Housing Assistance

Texas has several foster youth Transition Centers located throughout the state. Each center offers information regarding housing assistance, group housing and shelter.

Emergency Housing and Shelters

If you face eviction or are homeless, many groups can help. There are many faith-based organizations and other groups that assist homeless youth, especially those who have left the foster care system.

A few of these groups are:

- Lifeworks (Austin)- (512)735-2400
- The Children's Center, Inc. (Galveston)- (844)763-8861
- Connections (New Braunfels)- (830)629-6571
- City House (Plano)- (972)424-4626
- Roy Maas' Youth Alternatives (San Antonio)- (210)340-7933
- Central Texas Youth Services (Waco area)- (800)421-8336

Note: See the Following Websites

- Texas Department of Family and Protective Services Transitional Living Services
- https://www.dfps.state.tx.us/Child_Protection/Youth_and_Young_Adults/Transitional_Living/default.asp

If you need help, but do not recognize a center in your area, then please contact your Aftercare case manager, local Transition Center, your regional PAL office, or local transition centers. You may also contact your local HUD office to find out about other available emergency shelters. If you are a pregnant woman or young mother, there may also be special housing options available to you so let those you contact for help know you are pregnant.

Finally, Covenant House (1-(800)999-9999) may also be able to help you find a safe place to live. You can access the Resource Guide Database which has a list organized by city of some of the agencies that help with shelter, housing, food, health and social services.

Fair Housing

The Fair Housing Act says that landlords cannot discriminate. This means that they cannot refuse to rent to you (or rent to you on different terms—such as higher rent) because of your race, color, national origin, religion, sex, family status or handicap. It applies to most housing and to all HUD-approved housing.

Most landlords also can't discriminate against pregnant women or families with children under the age of 18 living with:

- A parent,
- A person who has legal custody of the children,
- Another person approved by the parent or legal guardian

If you think your rights have been violated, you should fill out a Housing Discrimination Complaint Form and turn it in to your local HUD office. You only have one year after a landlord violated your rights to file a complaint with HUD. You may sue someone that you believe violated your rights. You may also contact the Texas Foster Youth Justice Project.

Renting and Your Rights

Leases

A lease is an agreement that lets you rent an apartment or house. It explains what you must do (like pay rent, take care of the place and stay for a certain amount of time) and what the landlord must do (like make repairs). If you or the landlord does not do what the lease says, that is called a “breach” and there can be consequences. If you do what the lease says, the landlord can’t make you leave until the lease runs out.

Unless a lease is for longer than one year, it does not have to be in writing. Generally, a written lease is better because it gives:

- A record of your rights and what you are required to do,
- Protection against the landlord being dishonest, AND
- Written proof of the details.

Because most printed leases favor the landlord, it is important that you fully understand the lease.

Never sign a lease without reading and understanding it first. Insist that you be given a copy of the lease immediately after you and the landlord sign it. If the landlord says they do not have a way to make a copy, you should immediately take it to a place where you can make a copy and then return it to the landlord. Keep your copy in a safe place.

Before Moving In

Before moving in, you and your landlord will need to sign the lease. You probably will need to pay the first month’s rent and a security deposit (see below). If you pay in cash, you must get a receipt signed by the landlord that says when and how much you paid.

Just before moving in, you also need to walk through the apartment or house with your landlord and find any problems with the place you are renting, such as holes in the wall, dirty carpets, or appliances that don’t work. If you do not point out any problems immediately, the landlord may hold you responsible for those problems—even if you did not cause them. You and the landlord should make a list of these problems and you should get a copy immediately. You can also require that any serious problems be fixed before you move in. Some people even take pictures of the place before they move in to have proof of what it looked like. This can be handy when you move out.

Terminating Your Lease

Leases are generally month-to-month or for a specific period (for example, six months or yearly). The period is called the “term” of the lease. Leases for a specific period require that you lease the apartment or house for that whole time. If you have a written lease, it should discuss the steps you need to take to end or “terminate” the lease. Most leases will require you to notify your landlord at least 30 days before you want to end the lease, but some leases may require you to give your notice even earlier.

If your lease is month-to-month, unless your lease says something different, you must give written notice one month before you want to end the lease. For example, if you were trying to decide whether you wanted to move out of your apartment by the end of January, you would need to tell your landlord before January 1st or else you have to pay rent (even if you move out) through February. It is best (and often required) that you give written notice that you are going to move out and that you keep a copy of your notice.

If your lease is for a term, then you must be prepared to pay the rent for that entire period, even if you move out. Some landlords will allow you to terminate your lease early by paying an extra fee (usually one or more months' rent), but you should check your lease carefully. Also, even if you sign a lease for a certain number of months, do not assume it simply ends at the end of that period—usually, it switches to a month-to-month lease. For example, if you sign a six-month lease on January 1st, do not assume that you can just move out on June 30th. You probably need to give written notice by June 1st that you will be moving out at the end of June. If you don't, then chances are that your lease will switch to month-to-month and you will be stuck paying rent through July.

A month-to-month lease is a lease that only requires you to rent the apartment for one month at a time. On the plus side, you can get out of this type of lease quickly. On the negative side, your landlord can increase your rent at almost any time or decide not to renew your lease, which could happen if the landlord finds someone willing to lease the same place for a longer time or for more money.

If you break a lease before it ends, you could be sued for unpaid rent, advertising expenses and other costs of re-renting the apartment and the landlord's attorney fees and costs. Of course, you will always be responsible for any damage to the apartment. All of this can show up on your credit report and make it difficult to rent another apartment.

Roommates

If you have a roommate, it's a good idea to write down a list of responsibilities and then sign the list. The list should talk about things that can cause problems between roommates, like how much of the rent and utilities you will each pay, whether food will be shared, whether guests (especially overnight guests) are allowed, and cleaning duties. Making a list will give you both a chance to work out any differences before you lease together and could really help if your roommate skips out and leaves you with the rent and bills.

Some foster youth live in group homes or boarding houses. Often these places are not licensed. Be careful of your privacy, protecting your property, and drug use by other residents.

If you sign a lease with a roommate and your roommate moves out, you probably will be responsible for paying the full rent to the landlord because each person that signs the lease agrees to pay the full rent. If you must pay your roommate's portion of the rent, then you have the right to get your roommate to repay his or her share, but you may have to sue him (or her) to get the money. If you sue, having a signed agreement with your roommate could be helpful. However, even if you win your lawsuit, it may be difficult to collect the money from your former roommate unless they are well off financially.

Landlord Rights

A landlord may come into your place at reasonable times (in other words, during the day and not very often) to inspect, make repairs or show the place to other people who are interested in renting it when you move out. The landlord may enter at unusual times if necessary, to deal with an emergency, like a broken water pipe or gas leak. A landlord should not enter your place for other reasons. A landlord cannot ask you to pay your rent in things other than money.

A landlord can refuse to rent an apartment to you for reasons that are not related to race, color, national origin, religion, sex, family status or handicap. Depending on what your lease says, your landlord may be able to keep you from letting other people move in who are not on the lease.

Your Responsibilities as a Tenant

You must pay your rent on time. You can't damage the property. You must tell your landlord about any problems with the place you are renting. You must understand and follow your lease. There may be other rules that you need to follow, like limits on the number of people who can stay in your apartment or house, no pets, no smoking and even limits on the number of holes you can put in the walls to hang

pictures. Also remember that if it's not in writing, then it can be difficult to prove. So, if your landlord says not to worry about something in a lease because they never enforce it or says you can move out at any time, then be sure to get those things in writing.

Security Deposits

Usually, when you sign a lease, you must pay the first month's rent and make a security deposit. The security deposit is often equal to one month's rent—so when you sign the lease, you should expect to need money equal to two month's rent. The security deposit is to protect the landlord for any damages that you cause to the apartment or house you are renting.

When you move out, you should take all your things with you, clean the place well and then ask for a walk-through with your landlord. The walk-through will let you be there if the landlord finds any problems with your place. Ideally, you should also take pictures of the place when you leave in case there is any argument about whether you caused the damage. You can compare any problems the landlord points out to the list you made with the landlord, and any pictures you took, including those taken when you moved in. Your landlord can keep all or part of your security deposit to cover damages. Your landlord can't keep any money to fix ordinary "wear and tear", such as walls needing to be repainted and carpets needing regular cleaning. When moving out, you should write down your new address, give it to your landlord and keep a copy of the notice so you have proof you gave the landlord the information. If you give your new address to your landlord and have no overdue rent, the landlord must return your entire security deposit back within 30 days after you move out. If your landlord keeps any part of your security deposit for damages, he must give you a list clearly explaining why he kept that amount and he must return any money left over. The landlord could be responsible for paying you damages (which means, extra money) if he wrongfully keeps any of your deposit. If your landlord refuses to return your deposit, you will need to sue your landlord in court.

Generally, you can't say that your security deposit is for your last month's rent and refuse to pay your last month's rent. Finally, if you cause more damage to your apartment than what is covered by your security deposit, then your landlord can ask you for extra money—and sue you to collect if you refuse to pay. (So, don't "trash" the apartment on your way out, no matter how bad the landlord may have been! If you do that, the landlord could even call the police for vandalism.)

Renter's Insurance

You may want to get renter's insurance to protect your things in case they are stolen, damaged in a fire or some other damage. A landlord's insurance policy only provides coverage to the building, not to any of your belongings. You can contact any local insurance agent to get prices for this type of insurance.

Rental Payments

If you do not pay your rent when it is due, your landlord may give you a notice telling you either to pay or move out within a few days.

Before telling you to leave, your landlord may give you notice that your rent is late. If your rent is late, you may also owe a late fee.

If you do not move out when required, the landlord can file an eviction lawsuit to have a judge order you out (and then have the law enforcement move you out). But you cannot be forced to move out before a court case has been filed and a hearing held.

If you are evicted, you must still pay rent for however much time was left on your lease unless a court order otherwise. In some cases, a landlord may even have the right to keep and sell some of your property inside the place you were renting to pay for what you owe.

Repairs

Landlords generally must work quickly to fix a problem if:

- You tell the person to whom you normally pay rent about the problem,
- You are not late paying your rent,
- The problem could injure you or is unsafe, and
- The problem is not caused by you, your roommates or guests

If the cost to repair is minor, the lease may require that you fix it, such as replacing ordinary light bulbs and pest control. If there is a problem that is so bad that the apartment is not livable (like no water, kitchen appliances do not work, or no heating) and your landlord refuses to quickly fix the problem, then you should find a lawyer. You can find your local free legal aid provider at Texas Law Help, as well as information about what steps you should take. The landlord must provide security and safety devices like deadbolt locks, peep holes in the front door and smoke detectors.

Budgeting

To live successfully on your own, you must budget. Having a budget means planning so that you will not spend more than you earn and will even be able to save. You must plan for monthly costs, including rent, rent increases, utility bills, car expenses (including insurance) and groceries. At first, you may want to run out and buy new furniture, TVs, computers, appliances and other nice things when you get your own place and a little money, but you should hold back. These things are expensive, and you probably need to save some money before you spend too much. Some places may try to rent these things to you for a “low weekly amount” but are really asking you to pay many times what the thing is worth. Others may try to give you credit or loan your money on outrageous terms. Instead of getting yourself into more debt or financial trouble, you should ask friends for any furniture they don’t want or shop at second-hand stores and yard sales until you are on your feet. It is important to save your money, so you have more living places to choose from and are better prepared when an emergency pops up.

Utilities

When you rent a place you usually must turn on some utilities, such as water, electricity, gas, telephone, and cable/internet. Sometimes some of these are included as part of your rent, so find out what is included from your landlord. Once you have a signed lease, you will need to contact each utility provider and sign up for service. Often, they require a deposit, which can be a lot of money, and require for you to provide identification. You will also have to pay the monthly utility bill; you can keep these bills down by reducing the amount of heat, air conditioning or water you use. Be sure to include the cost of deposits and monthly utility fees in your budget as you make your plans to make sure you can afford the rent and utilities. Remember that cable/internet is not a necessity and you should be sure you can afford it before signing up for the service, which can be expensive.

You need to have cell phone service to communicate with important people like case workers, employers, or 911. If your cell phone service is frequently turned off because you run out of minutes or you can’t pay your bill, you won’t be able to handle your responsibilities. When you are budgeting your money for a cell phone, you may have to settle for a plan that does not have internet, has less text messages or minutes and limit your usage so you can have a phone that works all the time. You can also try to get a free phone with voice minutes, texting, and possibly data from the federal Lifeline program; this is commonly called the Obama Phone program.

When you move out, be sure to contact the utility companies and decide to have the utilities turned off and the final bill and deposit refund sent to your new address.