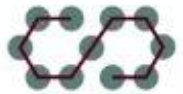


Eviction Mediation Benefits & Lessons



RSI



Helping people find common ground.

Presenters

Rosa Druker

Programs Manager

Dispute Resolution Institute, Inc.

Chris Riehlmann

Eviction Mediation Program Manager

Resolution Systems Institute

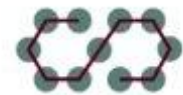
Dispute Resolution Institute, Inc.

- Founded in 2009 in Carbondale
- Offices in Urbana, Belleville, and Carbondale
- Current Programs:
 - Foreclosure
 - Eviction
 - Agricultural
 - Community
 - Family
 - Small Claims



Resolution Systems Institute

- **Founded in Chicago in 1995**
- **Local Programming:**
 - Kane County Eviction Mediation
- **National Research & Program Evaluation Program**



RSI

What is mediation?

A neutral third party, the mediator, helps parties communicate their different perspectives, discuss their needs and interests, and explore ways to resolve their conflict in a mutually acceptable way.

- **Key Principles:**

- ü Impartiality
- ü Self-determination
- ü Confidentiality
- ü Voluntary resolution

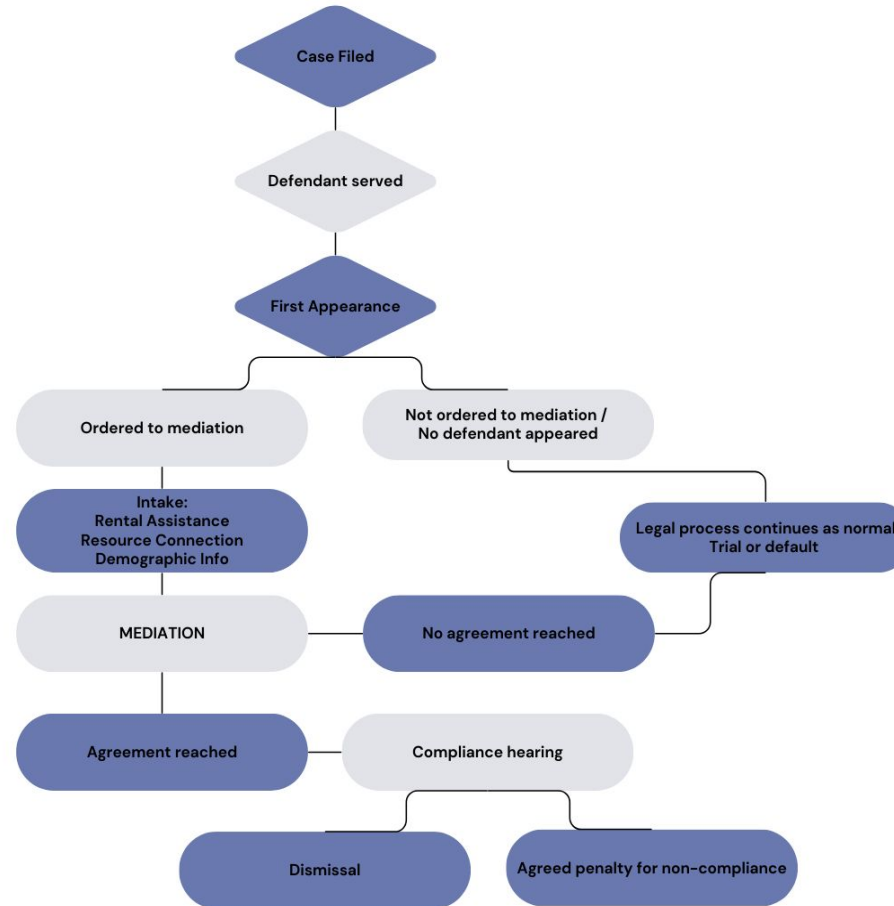
- **Mediation isn't...**

- Legal Advocacy
- Arbitration

Eviction Mediation Programs

How do they work?
What are the typical issues?
Benefits and challenges
Takeaways

Case Flow



Typical Issues

Landlords:

- Unpaid rent
- Unauthorized residents
- Non-responsive tenants/ broken trust

Tenants:

- Need resources
- Concerns about repairs
- Communication issues with landlord/ broken trust

Sample of Agreement

Pay and Stay Order

This form is approved by the Illinois Supreme Court and is required to be accepted in all Illinois Circuit Courts.

STATE OF ILLINOIS, CIRCUIT COURT		AGREED SETTLEMENT ORDER WITH STATUS DATE (DEFENDANTS WILL PAY & STAY)		For Court Use Only
Kane COUNTY				
Instructions ▼		Plaintiff (For example, the landlord or owner):		
Directly above, enter the name of the county where the case was filed.		John Landlord		
		Property Management Group JL		
		v.		
Enter the full names of Plaintiff, Defendants, and the case number as listed on the Eviction Complaint.		Defendants (For example, the tenants or occupants):		2023EV0000
		Mike Doe		Case Number
		<input checked="" type="checkbox"/> Unknown Occupants (Check the box for Unknown Occupants if it was checked on the Eviction Complaint.)		
In 1, check the reason for your court date today.		1. This case was in court for (check all that apply):		
		<input type="checkbox"/> Trial <input type="checkbox"/> Hearing on Motion <input type="checkbox"/> Status <input checked="" type="checkbox"/> Other: Mediation		
In 2, check who went to your court date.		2. People in Court (check all that apply):		
		<input checked="" type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Plaintiff's lawyer		
		<input checked="" type="checkbox"/> Defendants: Mike Doe		
		<input type="checkbox"/> Defendants' lawyer <input type="checkbox"/> Other:		
In 3, enter the total amount the parties agree is owed. Check 3a or 3b to show how the money will be paid back. Include any other agreed terms like method of payment, the address where payment will be sent, etc. in Section 8.		3. Defendants will pay Plaintiff the agreed amount of \$ 5,000 for all past due rent, assessments, court costs, and other amounts due under the lease / condo declaration.		
		Defendants will make payments according to the schedule below (check a or b):		
		<input type="checkbox"/> a. \$ monthly every two weeks every week		
		beginning on and continuing until paid in full on:		
		Date Date		
		<input checked="" type="checkbox"/> b. The total amount on or before: 10/01/23		
		Date		
In 5, enter the date and time the judge told you to come back to court.		4. Defendants are staying in the unit. They must make any payments listed above PLUS all future rent/assessment payments as they come due.		
		5. This case is continued to 11/19/23 at 10:00 a.m. p.m.		
		in courtroom 250/Zoom to see whether defendants paid the amount listed above.		
In 6, "with prejudice" means the case is over and the claims cannot be brought back to court.		6. If Defendants make all the payments listed in Section 3, this case will be dismissed with prejudice at the next court date and Defendants can stay in the property.		

In 7a, if you checked the second box, write in the number of days you agree on.

The amount in 7b does not have to be the same as what is in section 3.

Complete 8 only if applicable.

Check the box in 9a if both parties have agreed to ask the court to seal the eviction court file.

STOP!
DO NOT complete 10b. The judge will complete this section.

All parties (or their lawyer) who agree to this Agreed Order should sign it.

On the left, enter the name and contact information of the person completing this Agreed Order. DO NOT complete the section on the right for Date and Judge.

7. If Plaintiff proves that Defendants violated the terms of this Agreed Order, the court will enter (check all that apply):

- a. an Eviction Order (if Defendants are still in the property). The Eviction Order can be enforced (choose one):
 - immediately (meaning the sheriff can evict Defendants right away when the Eviction Order is entered), OR
 - only after _____ days (meaning the sheriff must wait that number of days after the Eviction Order is entered to evict Defendants).
- b. a money judgment against Defendants for the agreed amount of \$ 5,202.33 minus any payments made. Amount

8. Other agreed terms (if applicable): Strike court date 8/31/23.

See Addendum

9. a. The parties agree to ask the Judge to seal the court file. The parties understand that the Judge will decide whether to seal the file. The parties also agree that if the Judge decides the file will not be sealed, either party may reject the settlement. If they reject the settlement, they can try to negotiate a new agreement or go to trial.

IT IS ORDERED:

- 9. b. The sealing is **GRANTED**.
 - The clerk shall place this file under seal upon entry of this Agreed Order, OR
 - A separate order sealing this file will be entered.
 - The sealing is **DENIED**.
 - The case is set for status hearing.
 - The case is set for trial.
- Next Court Date (if applicable): _____ Time: _____ a.m. p.m.
Date

Signed and agreed to,

<p>_____ Plaintiff (or lawyer)</p> <p><small>The next court date will be by Zoom. The meeting ID for the hearing is 937 3849 6639. The passcode is 152008. Instructions and a link to join the hearing via Zoom can be found at KaneCourt.org. If you do not have internet access, the dial-in number is (610) 626-6799, enter when prompted. The location of the next court appearance is Kane County Courthouse, 100 S. Third Street, Courtroom 202, Geneva, IL 60134, (630)232-3413.</small></p>	<p>_____ Defendant (or lawyer)</p> <p>_____ Defendant (or lawyer)</p> <p>_____ Defendant (or lawyer)</p> <p>_____ Defendant (or lawyer)</p>
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<p>Name: _____ Program Coordinator</p> <p>Address: _____</p> <p>Telephone #: _____</p> <p>Email: _____</p> <p>Attorney # (if any): _____</p>	<p>ENTERED: _____ Date</p> <p>_____ Judge</p>
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Addendum 2023EV000

#8 Parties agree to cooperate with CBRAP application. Defendant will make application on or before 8/31/23. Total amount outstanding through August, 2023 is \$5,000.00 including costs and fees of \$1,000.00 (\$500.00/atty fees and \$500.00 court costs). Attorney fees and court costs will be waived if CBRAP is approved. Total amount of rent outstanding, to be applied for through CBRAP, is \$4,000.00. Parties are also applying for three months of rent moving forward (September, October, November) in the amount of \$3,000.00 (@\$1,000/mo.)

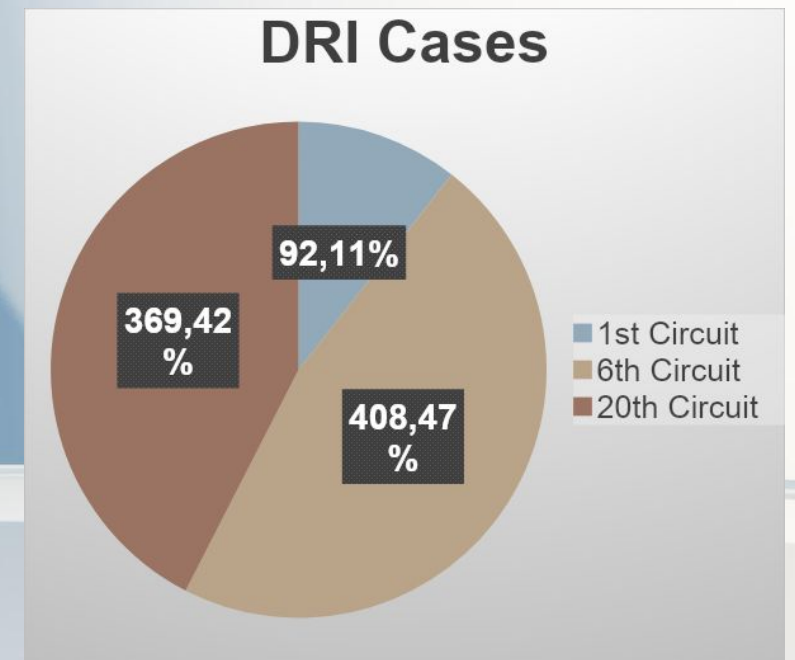
If rental assistance is approved and funds are received, the case will be dismissed with prejudice. If denied, Defendant agrees to pay the month-to-month lease amount of \$1,000.00/mo. up through the agreed move out date of 1/1/2024 unless otherwise agreed.



DRI Data

6/1/2022 – 5/31/2023

County	1 st Circuit	6 th Circuit	20 th Circuit	Total
Cases	92	408	369	869
Mediations	128	466	390	984
Agreement Rate	60%	73%	77%	



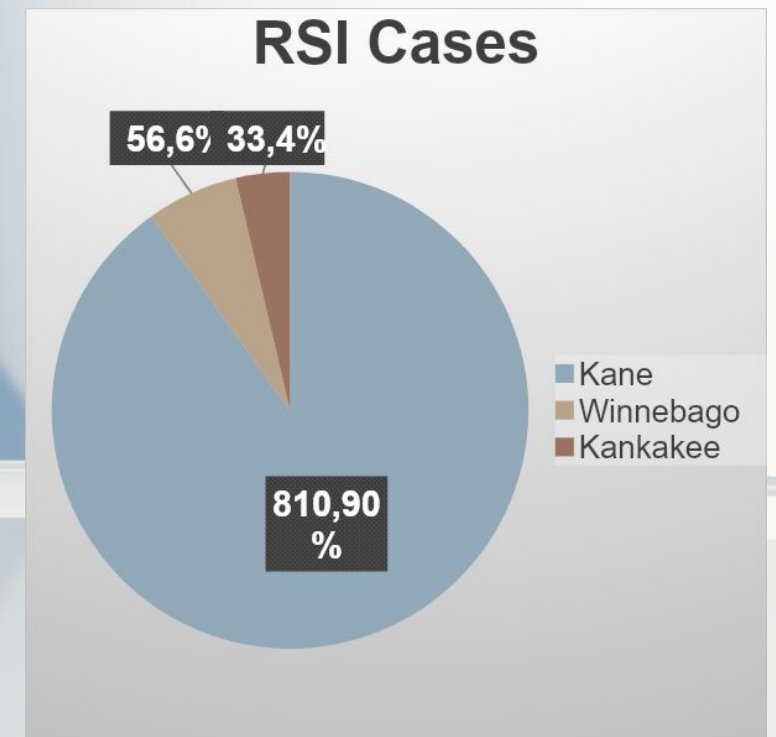
*Winnebago Program ended 4/28/2023 (8 months of data)

**Kankakee Program ended 3/31/2023 (7 months of data)

RSI Data

9/1/2022 – 8/31/2023

County	16 th Circuit (Kane County)	17 th Circuit* (Winnebago County)	21 st Circuit** (Kankakee County)	Total
Cases	810	56	33	899
Mediations	739	41	25	805
Agreement Rate	76%	49%	44%	



Benefits

- Both parties feel heard
- Access to justice system / procedural justice
- Efficient resolution
- Brainstorm creative solutions
- Focus on issues beyond legal facts
- Encourages parties to take responsibility
- Referrals to resources

Challenges

- Reluctant participation
- Resistance to change
- Power imbalances between parties
- Potential legal issues not being addressed
- Technology access

Takeaways

- Strong judicial participation improves program outcomes
- Efficacy of CBRAP rental assistance program
- Remote options increases participation
- Tenants, landlords and attorneys feel heard!
 - “I liked that it was a more intimate setting in my home on zoom, I [didn’t] feel pressured, and I felt that I had a voice to tell my story of how I got to where I am in my situation, where as a judge may not be so understanding.” – Tenant
 - “It allows a solution that both sides had some part in reaching in lieu of trial.” – Attorney
 - “The presence of a sincere, professional mediator made this a very effective and efficient mediation. I was very impressed with our mediator and the knowledge that she brought to the table. She was able to keep the discussion focused. There was no sidetracking as we went further in the discussion. This was impressive and made for an effective mediation.” – Landlord
- Mediation can be an effective eviction diversion tool

Mediation Simulation

*Mediator: Rosa
Landlord (Alex): Chris
Tenant (Jordan): Austin*

Mediation Simulation

- q Alex is Jordan's landlord. Jordan has been a tenant with Alex for 2.5 years, residing in a two-bedroom apartment with their two children.
- q Jordan often pays their rent late but would always get caught back up either by borrowing money or making payment plans. Generally, Alex feels that Jordan is a decent tenant. They are quiet and don't make trouble.
- q Jordan stopped paying their rent in August of this year. Since July, Alex has only received two payments, both for \$200. Alex called when the rent was late and got a text back that it would be paid by the end of the week. After that, Jordan did not return any of Alex's message or calls. Alex decided to file for an eviction. After both parties appeared in court for their first appearance, the judge ordered them to go to mediation.
- q Jordan's rent is \$800/mo. Their current balance is 2000 in past due rent + court costs and attorney fees

Landlord Confidential Facts (Alex)

- You are open to Jordan staying, but your main concern is that they didn't communicate with you when they got behind. They promised to pay and didn't uphold her end of the deal. You feel like they are taking advantage of you and possibly don't plan to ever pay.
- You are concerned about the court costs and attorney fees that are piling up for this case, in addition to the time you have wasted in this process.
- You know that with some renovations, you could rent the apartment out for even more money, but you aren't really wanting to prioritize finding new tenants or working on renovations right now—you are busy with other priorities in your personal life.

Tenant Confidential Facts (Jordan)

- q Alex doesn't know this, but you recently lost your mother and traveled out of state for three weeks. Between travel and funeral arrangements, your bank account is in the negative.
- q You work part time at a local bakery, and typically bring in about 300/week. Additionally, you receive 360 in child support/mo.
- q You have also been complaining about your stove not working, as well as a leaky pipe in your bathroom. You texted Alex about it back in June, but after several promises to come fix it, the handy man never came. You feel like Alex ignores you whenever you need anything, but then blows up your phone about the past due rent!
- q You want to stay living in the apartment, because it is hard to find a landlord who will work with your low credit score; however, you want the repairs to be taken care of too. You feel like this is your last chance to avoid having to move back to Michigan with your parents, which is not a good environment for your children.
- q You met with a local case manager who said their program can approve you for assistance once your balance is below 1k.

Questions and Answers

Contact Information

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