

Allegheny County Housing Court: How It Works and How You Can Help

ACBA Bench Bar Conference, Seven Springs Resort

June 16, 2023, 11:30 a.m.

Allegheny County is experiencing a housing crisis caused by a shortage of quality affordable housing and persistent economic struggles for people at the lowest income levels. Appeals in eviction cases from magisterial district courts to the Court of Common Pleas are at their highest levels in years. This panel of experienced practitioners will examine Allegheny County housing cases from the perspectives of the court, volunteer attorneys, and attorneys representing property owners. Learn how you can play a part in this critical area of need.

1-hour Substantive Credit

Speakers:

Ronald Backer, Esq., Rothman Gordon

Adam DiBuo, Esq., Neighborhood Legal Services

Quinn Kobelak, Case Management Coordinator, Allegheny County Court of Common Pleas

Antoinette Oliver, Esq., Meyer, Unkovic & Scott LLP

Moderators:

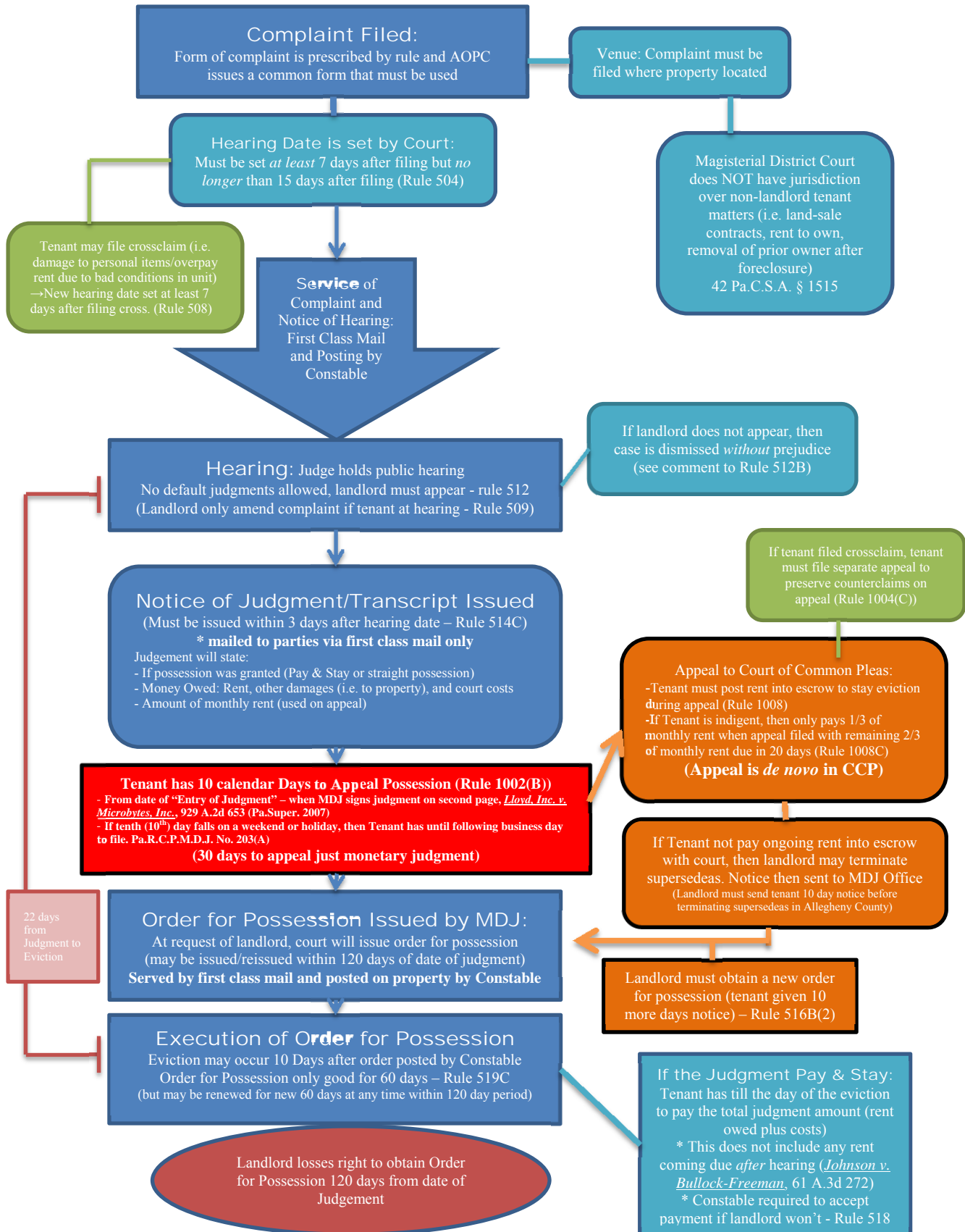
Judy Hale, Esq., Neighborhood Legal Services

Dianne Wainwright, Esq., Deputy Court Administrator, Civil Division, Allegheny County Court of Common Pleas

Agenda:

- I. Introduction and Overview – *Judy Hale*
- II. The Housing Crisis in Allegheny County – *Adam DiBuo*
- III. How the Housing Court Works – *Quinn Kobelak*
- IV. The Role of Volunteer Attorneys and Mediators – *Antoinette Oliver, Ron Backer*
- V. Typical cases, common issues – *All Presenters*
- VI. How to Get Involved – *All Presenters*
- VII. Questions and Answers – *All Presenters*
- VIII. Closing Remarks – *Dianne Wainwright*

Landlord Tenant Process before the Magisterial District Court



MDJ Docket: <https://ujportal.pacourts.us/DocketSheets/MDJ.aspx>

Legal Assistance Program for Tenants & Homeowners

The **Legal Assistance Program (LAP)** provides a variety of **free housing legal services** to eligible tenants and homeowners who live in the City of Pittsburgh. Income limits apply (see back of flyer).

Legal Services Provided:

For Tenants

- Mediation Services
- Limited Legal Consultation
- Full Legal Representation

For Homeowners

- Tangled Title
- Foreclosure Prevention

Who do I contact for legal assistance?

Please call **412-534-6600** to receive a referral.

For Spanish, Portuguese, or other languages, call: **412-530-5244**

Language interpretation services are available for 40+ languages. No one will be denied services based on citizenship status.

Our Legal & Community Partners:



COMMUNITY JUSTICE PROJECT



JustMediationPGH



EBONY LAW



NEIGHBORHOOD
LEGAL SERVICES

RentHelpPGH



PITTSBURGH HISPANIC DEVELOPMENT CORPORATION



Tenant Income Limits

Household Size	Maximum Household Income
1	\$33,200
2	\$37,950
3	\$42,700
4	\$47,400
5	\$51,200

Homeowner Income Limits

Household Size	Maximum Household Income
1	\$53,100
2	\$60,700
3	\$68,300
4	\$75,850
5	\$81,950

Landlord Tenant Arbitration Helpful Hints

The following is a general summary of the procedures and issues in being an Arbitrator during a Landlord/Tenant hearing. These are the "TOP TWELVE CONSIDERATIONS"-The hearing are always held on Thursdays.

1. Considerations: Law is the Law, Don't try case, Keep Court Décor; Orderly; Move case along. Court appearance first and only time should be good experience. Be understanding since many times unrepresented. No legal advice other than that a decision will be rendered.
2. Review file before hearing begins. Pleadings: Complaint, Answer, New Matter, Affirmative defenses, and Counterclaims
3. Represented vs Pro Se. How do you address the litigants. Introduction to explanation of the procedures. **Allow the Lawyers to try their cases.** Review documents, briefs/memo or cases if submitted. Ask question only to clarify. **Don't try the cases for anyone.**
4. Chairperson explains general procedure, stipulations etc. Arbitration has its formalities as set forth in the Rules. **Read the Rules.**
5. Make it clear that the Magistrate Hearing is over. This is De Novo, new hearing. However, reference can be made to MDJ complaint or judgment if the purpose of the reference relates to questioning service of notice or credibility of witness.
6. Who are the parties? Who is being represented? Does the issue of corporate or LLC representation by an attorney apply?
7. Be aware of hearsay evidence and exceptions.
8. For pro se litigants it may be necessary to explain how the money in escrow factors into the arbitration award.
9. Evidence rules followed. Rule 1305- introduction of bills and panel discretion to accept
10. Private vs. public and subsidized housing case – be aware that in public, Section 8 voucher, and subsidized (HUD) housing cases there is a second layer of federal statutes and regulations which must be considered in reaching a decision in addition to Pennsylvania landlord tenant law and local rules.
11. The arbitration panel is not involved with negotiations. If the parties indicate part way through the hearing that they want to negotiate a settlement, put the hearing on hold and let them go outside the arbitration room to discuss. If they come to an agreement, they need to go to the desk in 702 and get the form for a Consent Order. With the new mediation program, this kind of issue should rarely come up.
12. The Land-Lord Tenant award document differs from regular civil award. Review and fill out properly i.e possession, monetary award, and counterclaim if applicable. Make sure envelopes are properly filled out.



LANDLORD/TENANT COMPLAINT

Mag. Dist. No: _____
 MDJ Name: _____
 Address: _____
 Telephone: _____

PLAINTIFF: _____ NAME and ADDRESS _____
 DEFENDANT: _____ v. _____ NAME and ADDRESS _____

	AMOUNT	DATE PAID
FILING COSTS	\$ _____	_____
POSTAGE	\$ _____	_____
SERVICE COSTS	\$ _____	_____
CONSTABLE ED.	\$ _____	_____
TOTAL	\$ _____	_____

Docket No: _____
 Case Filed: _____

Pa.R.C.P.M.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

- Lease is Residential Nonresidential Monthly Rent \$ _____ Security Deposit \$ _____
- A determination that the manufactured home and property have been abandoned.
- A Request for Determination of Abandonment (Form MDJS 334) must be completed and submitted with this complaint.
- Damages for injury to the real property, to wit: _____
 _____ in the amount of: \$ _____
- Damages for the unjust detention of the real property in the amount of \$ _____
- Rent remaining due and unpaid on filing date in the amount of \$ _____
- And additional rent remaining due and unpaid on hearing date \$ _____
- Attorney fees in the amount of \$ _____
- Total: \$ _____

THE PLAINTIFF FURTHER ALLEGES THAT:

- The location and the address, if any, of the real property is: _____
- The plaintiff is the landlord of that property.
- The plaintiff leased or rented the property to you or to _____ under whom you claim
- Notice to quit was given in accordance with law, or
 No notice is required under the terms of the lease.
- The term for which the property was leased or rented is fully ended, or
 A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: _____ or,
- Rent reserved and due has, upon demand, remained unsatisfied.
- You retain the real property and refuse to give up to its possession.

I, _____ verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) relating to unsworn falsification to authorities.

I certify this filing complies with the UJS Case Records Public Access Policy.

 (Signature of Plaintiff)

The plaintiff's attorney shall file an entry of appearance with the magisterial district court pursuant to Pa.R.C.P.M.D.J. 207.1

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the occupancy of the premises, which is in the magisterial district judge jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on the complaint form at the office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, a judgment for possession and costs, and for damages and rent if claimed, may nevertheless be entered against you. A judgment against you for possession may result in your EVICTION from the premises.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.





NOTICE OF JUDGMENT/TRANSCRIPT
Residential Lease

Walsh Properties c/o Omni PM
 v.

Mag. Dist. No:	MDJ-05-2-06
MDJ Name:	Honorable Anthony L. DeLuca
Address:	85 Universal Road Pittsburgh, PA 15235
Telephone:	412-731-0100

Docket No: MJ-05206-LT-0000
 Case Filed: 10/26/2018

Disposition Details

Grant possession. No
 Grant possession if money judgment is not satisfied by the time of eviction. Yes

Disposition Summary (cc - Cross Complaint)

<u>Docket No</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-05206-LT-000	Walsh Properties c/o Omni PM		Judgment for Plaintiff	11/14/2018

Judgment Summary

	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Amount</u>
Walsh Properties c/o Omni PM	\$0.00	\$1,914.35	\$1,914.35
	\$0.00	\$0.00	\$0.00

Judgment Finding (*Post Judgment)

In the matter of Walsh Properties c/o Omni PM vs. _____ on MJ-05206-LT-00 _____, on 11/14/2018 the judgment was awarded as follows:

The amount of rent per month, as established by the Magisterial District Judge, is \$950.00

<u>Judgment Component</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Deposit Applied</u>	<u>Amount</u>
Costs	0.00	\$168.15		\$168.15
Rent in Arrears	0.00	\$1,746.20		\$1,746.20
			Grand Total:	\$1,914.35

Portion of judgment for physical damages arising out of residential lease: \$0.00

Comments:

v.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURT OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. **IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED. HOWEVER, LOW-INCOME AND/OR SECTION 8 TENANTS SHOULD REFER TO Pa.R.C.P.M.D.J. NO. 1008 OR 1013 FOR DIFFERENT PROCEDURES REGARDING THIS DEPOSIT.**

IF A PARTY WISHES ONLY TO APPEAL THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

NOV 14 2013

[Handwritten Signature]



Date

Magisterial District Judge DeLuca

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

Magisterial District Judge



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL/FAMILY DIVISION

Plaintiff

vs.

No. LT- _____

Hearing Date: _____

Defendant

Courtroom 2, 7th Floor

City-County Building 9:00 A.M.

COMPLAINT—POSSESSION SOUGHT

1. Plaintiff's address: _____ 2. Defendant's address _____

3. On or about _____ Plaintiff and Defendant entered into a () written or () oral lease for the property located at _____ ATTACH COPY OF WRITTEN LEASE TO THIS DOCUMENT.

4. Notice to vacate property was given on (date) _____ in accordance with law by:
() POSTING NOTICE ON PREMISES IN A CONSPICUOUS PLACE ON THE LEASED PROPERTY
() HAND DELIVERED OR OTHER (specify) _____
() A copy of any notice(s) are attached hereto, OR
() No notice is required under the terms of the lease.

5. Plaintiff claims possession of premises because:
() the term for which the property was leased has fully ended
() forfeiture has resulted because of a breach of the conditions of the lease, other than non-payment of rent, specifically:

Attach additional sheet if necessary

() Rent reserved and due has upon demand, remained unsatisfied.

6. Defendant has retained the property and refused to give possession.

7. Plaintiff seeks the following monetary relief.

() Rent remaining due and unpaid as of the filing of the complaint in the amount of \$ _____
() Damages for injury to real property, specifically: _____

_____ in the amount of \$ _____

() Unjust detention damages in lieu of rent in the amount of \$ _____

() Other monetary relief: _____

8. Plaintiff further seeks rent or its equivalent coming due during the Court of Common Pleas proceedings.

Plaintiff or Plaintiff's Attorney

Address

Phone

City/State/Zip

NOTICE OF INTENTION TO APPEAR

	:	
PLAINTIFF	:	Case No. _____
	:	Hearing Date _____
DEFENDANT		

To The Plaintiff Or The
Plaintiff's Attorney:

I intend to appear at the hearing scheduled for the above date and defend against the claim made against me. I do not owe this claim for the following reasons:

I certify that I have mailed a copy of this Notice to the Plaintiff or the Plaintiff's Attorney.

Sign Here: _____
(Defendant or Defendant's Attorney If Any)

Date: _____
Address: _____

TO BE FILED WITH DEPT OF COURT RECORDS

NOTICE OF HEARING

TO THE DEFENDANT:

A lawsuit has been entered against you. Attached is a copy. You are requested to appear for a hearing on _____, at _____ o'clock, in the City-County Building (located at 414 Grant Street) on the 7th floor in Courtroom #2. If you intend to appear at the hearing and defend against this claim, YOU MUST complete and detach two of the copies of the "Notice of Intention to Appear" at the top of this page. One completed copy of the "Notice of Intention To Appear" must be filed or mailed by **Certified or Registered Mail** to the Department of Court Records, Civil/Family Division, 1st Fl., City County Bldg., Pittsburgh, PA 15219 and the other completed copy must be mailed to: _____

_____ within 20 days from the date that you receive these papers.

IF YOU DO NOT thus file or mail "Notice of Intention To Appear," OR IF YOU properly file or mail it but DO NOT APPEAR at the above time and place for the hearing: A JUDGMENT OR AN AWARD FOR THE AMOUNT OF THE CLAIM MAY BE ENTERED AGAINST YOU.

DEFENDANT'S COPY

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

vs.



No. _____, 20 ____

Arbitration Board No. _____

NO. OF CASES HEARD _____
NO. OF BOARDS SITTING _____
ARB. COMPENSATION FEE \$ _____
(For Office Use Only)

OATH OF ARBITRATORS

We do solemnly swear (or affirm) that we will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth and that we will discharge the duties of our office with fidelity.

Chairperson Print Name

Print Name

Print Name

(Signature) Chairperson

(Signature)

(Signature)

AWARD

We, the undersigned arbitrators, having been duly appointed and sworn (or affirmed), make the following award:

1. On Plaintiff's claim for Possession:

- Award for Plaintiff(s) based on (check all applicable grounds):
 - Non-payment of rent;
 - End of lease term;
 - Breach of lease condition, other than non-payment of rent.

(CHECK IF APPROPRIATE)

The monetary amount awarded to Plaintiff(s) for rent reflects an abatement based on the Plaintiff's breach of the Warranty of Habitability.

or

Award for Defendant(s).

2. On Plaintiff's claim for Damages

Award for Plaintiff(s):

[] _____ for rent (Includes all rent due through date of this hearing less any abatement for breach of Warranty of Habitability. See Sect. 4 regarding escrow funds)

[] _____ for damages to real property

[] _____ for unjust detention damages

[] _____ other: _____

(Specify)

TOTAL

Award for Defendant(s).

3. On Defendant's Counterclaim:

Award for Defendant(s) in the amount of _____.

Award for Plaintiff(s).

4. If no appeal is filed within thirty (30) days of the date on the Notice of Entry of Award, the Department of Court Records, Civil Division (unless directed to take other steps by court order) shall distribute to Plaintiff any money in the Escrow Fund in this action that is less than or equal to the amount of the total Award for Plaintiff minus any Award for Defendant and minus the Department of Court Records, Civil Division's commission, any remaining balance shall be distributed to Defendant.

_____, Arbitrator, dissents. (Insert name if applicable.)

Date of Hearing: _____

(Chairperson Signature)

Date of Award: _____

(Signature)

TIME CONSUMED FOR
ARBITRATION HEARING

(Signature)

_____ HOURS

NOTICE OF ENTRY OF AWARD

Now, the _____ day of _____, 20 ____, at _____, ____ .M. the above award was entered upon the docket and notice thereof given by mail to the parties or their attorneys.

**Arbitration Fee to be paid upon appeal;
for Non-Jury Trial**

\$ _____

Note: Additional \$125 fee for Jury Trial

NOTICE: Any party may appeal from the action of a Board of Arbitrators to the Court of Common Pleas within thirty (30) days after the Award of the Board is filed with the Department of Court Records, Civil Division; Subject to payment of a Non-Recoverable Appeal Fee and to the other conditions in Allegheny County Common Pleas Court Rule 1308

Department of Court Records, Civil Division

By: _____

Deputy

Social Security #: _____

Supreme Court ID #: _____

**COURT of COMMON PLEAS of ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

ARBITRATION DATA SHEET

Name _____

Firm _____

Partner _____ Associate _____ Individual _____

Business Address _____ Telephone _____

Home Address _____ Telephone _____

E-mail Address _____

Date admitted to the Bar of Allegheny County: _____

My practice consists of the following: (Indicate by Percentage)

Civil Law _____ %

Criminal Law _____ %

Patent or Copyright _____ %

Family Court Law _____ %

Corporate Law _____ %

Municipal Law _____ %

Real Estate Law _____ %

Taxation _____ %

Decedent's Estate _____ %

General Practice _____ %

Other _____

Answer the following questions:

1. Indicate your service interest below:

LT Arbitrator _____ LT Mediator _____
Pro Bono Arbitrator _____ Donation to: NLSA _____ or ACBA Bar Foundation _____

2. Indicate your availability to serve as an Arbitrator:

Ready Availability _____ Infrequent Availability _____

3. Would you respond to an immediate call as an Arbitrator: Yes _____ No _____

COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
FIFTH JUDICIAL DISTRICT

LT ____ - _____

Landlord(s)	Tenant(s)

Mediator's Welcome

Good morning/afternoon. My name is _____. I am a court-trained, volunteer mediator. My role is to help you reach a resolution of your landlord-tenant case without a need for a trial. If we are able to do so, you will enter into a written agreement. That agreement will be binding and final. If we are unable to reach a written agreement, you will go back to the arbitration room before a panel of arbitrators. Please remember that whatever we discuss here is confidential and should not be mentioned if you go before a panel of arbitrators.

I am not here to pressure either side to reach an agreement. Just as you can choose to try to resolve your issues through mediation, you can also choose to have arbitration before a panel of arbitrators. That choice is yours and yours alone.

I do not represent either the landlord or the tenant. I will not take sides and I cannot provide legal advice. Rather, my role is to help you discuss and resolve the issues in dispute. Hopefully, our discussion will lead to an agreement that is

acceptable to both sides. While I help guide the discussion, you are the ones who will decide whether this case is resolved by a signed agreement or by a panel of arbitrators.

The issues involved in resolving a landlord-tenant dispute are varied. We are here to discuss and try to resolve all issues that are important to each side. Frequent areas of discussions include money which may be due, the agreed amount, how and when it will be paid, whether the tenant will stay at the property or the agreed date on which the tenant will leave the property, any problems at the property, who will fix any problems and when those problems will be fixed, what happens if the problems are not fixed, and what is expected going forward.

If we come to an agreement, we will write the agreement on a form that I will review with you. You must carefully read and understand the agreement before you sign it. If you do not understand anything, you should ask me to explain what you do not understand. After you have reviewed and signed the document, the Housing Court Judge will sign the document as a Consent Order. If there is no agreement, you will return to the arbitration room to have the arbitration before a panel of arbitrators today.

By placing your initials below, we acknowledge that the mediator read the above to us verbatim.

Landlord(s) _____ Tenant(s) _____

Mediation Representative _____

Date: _____, 20__

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CIVIL DIVISION

Plaintiff

VS.

Defendant

LT Number:

LT- _____ - _____

Hearing Date: _____

AGREEMENT TO MEDIATE

This _____, day of _____, 20____, Plaintiff and Defendant identified in the above captioned action, agree to make every effort to in good faith resolve their dispute involving the property located at _____, through mediation (an effort by an unbiased person to help the parties reach a settlement).

Both Plaintiff and Defendant voluntarily enter into this Agreement to Mediate.

Plaintiff

Defendant



Re: Pittsburgh Pro Bono Partnership Landlord Tenant Project-Housing Court Mediation Project

LIMITED RETAINER AGREEMENT

I, _____, appoint _____ to represent me on a *pro bono* basis at my Housing Court Mediation. I understand that said attorney has agreed to represent me at my Housing Court Mediation *only*. I understand that he/she may close my file after the Mediation and will have no further obligation to represent me.

I also understand that said attorney will not be obligated to represent me in any future proceedings at Case No. LT- _____ - _____ or any other matter, including but not limited to, an arbitration hearing or trial. If I need legal assistance in the future on any other matter, I understand that I may contact Neighborhood Legal Services, the Pittsburgh Pro Bono Partnership's Landlord Tenant Hotline or I may seek representation from a private attorney for a fee.

I further understand my responsibility to report to said attorney any changes in income or family composition that would affect my eligibility for *pro bono* legal services.

I understand that I am responsible to pay for any court costs unless the court excuses me from doing so, or orders the respondent to pay them. I also understand that I am responsible for paying any expert witness fee.

Signature: _____ Date: _____



**Pittsburgh Pro Bono Partnership
Landlord Tenant Project-Housing Court Mediation Project
Application Form**

Complete the following information. PLEASE PRINT.

Name (first, middle, and last): _____

Street address: _____

City, State, Zip: _____ Birthdate: ____/____/____

Telephone number(s) where message can be left: _____

Name of Adverse Party(ies): _____

Case Docket No.: LT _____ Date of Arbitration: _____

By submitting this Application Form I understand and agree to the following:

- I certify that the information I provided in the Tenant Supersedeas Affidavit and/or Petition to Proceed In Forma Pauperis is correct.
- I am not guaranteed representation by a pro bono volunteer lawyer.
- If I am eligible and if a pro bono volunteer lawyer agrees to represent me at any Housing Court mediation or arbitration hearing, I will not meet with that pro bono volunteer lawyer until the date of my arbitration hearing at which time a mediation may occur if all parties agree to mediate their dispute.
- If the pro bono volunteer lawyer agrees to represent me at any mediation or arbitration hearing, I have no expectation that the pro bono lawyer will provide me with any continuing representation.

Signature: _____ Date: _____

Please return this form to:

Housing Court Help Desk
Allegheny County Department of Court Records
414 Grant Street
Pittsburgh, PA 15219



LANDLORD TENANT PROJECT
HOUSING COURT MEDIATION PROJECT FINAL REPORT

We thank you in advance for your prompt return of this report. These reports are vital to ensure accurate compilation of statistics for the Partnership and to provide us with an ongoing evaluation of this Project.

Client Name: _____ Docket No. _____

Case Name: _____

Attorney of Record: _____ PA I.D. No. _____

Attorney Address: _____

Attorney Email Address: _____

Date of Mediation: _____ Order Entered: _____

Pro Bono Hours: _____

Outcome: _____

Comments: _____

Email report to Antoinette C. Oliver at aco@muslaw.com or mail to:

Antoinette C. Oliver
Meyer Unkovic & Scott, LLP
535 Smithfield Street, Suite 1300
Pittsburgh, PA 15222



LANDLORD/TENANT COMPLAINT

Mag. Dist. No: _____
 MDJ Name: _____
 Address: _____
 Telephone: _____

PLAINTIFF: _____ NAME and ADDRESS _____
 DEFENDANT: _____ v. _____ NAME and ADDRESS _____

	AMOUNT	DATE PAID
FILING COSTS	\$ _____	_____
POSTAGE	\$ _____	_____
SERVICE COSTS	\$ _____	_____
CONSTABLE ED.	\$ _____	_____
TOTAL	\$ _____	_____

Docket No: _____
 Case Filed: _____

Pa.R.C.P.M.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

- Lease is Residential Nonresidential Monthly Rent \$ _____ Security Deposit \$ _____
 - A determination that the manufactured home and property have been abandoned.
 - A Request for Determination of Abandonment (Form MDJS 334) must be completed and submitted with this complaint.
 - Damages for injury to the real property, to wit: _____ in the amount of: \$ _____
 - Damages for the unjust detention of the real property in the amount of \$ _____
 - Rent remaining due and unpaid on filing date in the amount of \$ _____
 - And additional rent remaining due and unpaid on hearing date \$ _____
 - Attorney fees in the amount of \$ _____
- Total: \$ _____

THE PLAINTIFF FURTHER ALLEGES THAT:

1. The location and the address, if any, of the real property is: _____
2. The plaintiff is the landlord of that property.
3. The plaintiff leased or rented the property to you or to _____ under whom you claim
4. Notice to quit was given in accordance with law, or
 No notice is required under the terms of the lease.
5. The term for which the property was leased or rented is fully ended, or
 A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: _____ or, _____
- Rent reserved and due has, upon demand, remained unsatisfied.
6. You retain the real property and refuse to give up to its possession.

I, _____ verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) relating to unsworn falsification to authorities.

I certify this filing complies with the UJS Case Records Public Access Policy.

 (Signature of Plaintiff)

The plaintiff's attorney shall file an entry of appearance with the magisterial district court pursuant to Pa.R.C.P.M.D.J. 207.1

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the occupancy of the premises, which is in the magisterial district judge jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on the complaint form at the office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, a judgment for possession and costs, and for damages and rent if claimed, may nevertheless be entered against you. A judgment against you for possession may result in your EVICTION from the premises.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.





NOTICE OF JUDGMENT/TRANSCRIPT
Residential Lease

Walsh Properties c/o Omni PM
 v.

Mag. Dist. No: MDJ-05-2-06
 MDJ Name: Honorable Anthony L. DeLuca
 Address: 85 Universal Road
 Pittsburgh, PA 15235
 Telephone: 412-731-0100

Docket No: MJ-05206-LT-0000
 Case Filed: 10/26/2018

Disposition Details

Grant possession. No
 Grant possession if money judgment is not satisfied by the time of eviction. Yes

Disposition Summary (cc - Cross Complaint)

<u>Docket No</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-05206-LT-000	Walsh Properties c/o Omni PM		Judgment for Plaintiff	11/14/2018

Judgment Summary

	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Amount</u>
Walsh Properties c/o Omni PM	\$0.00	\$1,914.35	\$1,914.35
	\$0.00	\$0.00	\$0.00

Judgment Finding (*Post Judgment)

In the matter of Walsh Properties c/o Omni PM vs. on MJ-05206-LT-000, on 11/14/2018 the judgment was awarded as follows:

The amount of rent per month, as established by the Magisterial District Judge, is \$950.00

<u>Judgment Component</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Deposit Applied</u>	<u>Amount</u>
Costs	0.00	\$168.15		\$168.15
Rent in Arrears	0.00	\$1,746.20		\$1,746.20
			Grand Total:	\$1,914.35

Portion of judgment for physical damages arising out of residential lease: \$0.00

Comments:

v.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURT OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. **IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED. HOWEVER, LOW-INCOME AND/OR SECTION 8 TENANTS SHOULD REFER TO Pa.R.C.P.M.D.J. NO. 1008 OR 1013 FOR DIFFERENT PROCEDURES REGARDING THIS DEPOSIT.**

IF A PARTY WISHES ONLY TO APPEAL THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

NOV 14 2013

[Handwritten Signature]



Date

Magisterial District Judge DeLuca

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

Magisterial District Judge



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL/FAMILY DIVISION

Plaintiff

vs.

No. LT- _____

Hearing Date: _____

Defendant

Courtroom 2, 7th Floor

City-County Building 9:00 A.M.

COMPLAINT—POSSESSION SOUGHT

1. Plaintiff's address: _____ 2. Defendant's address _____

3. On or about _____ Plaintiff and Defendant entered into a () written or () oral lease for the property located at _____ ATTACH COPY OF WRITTEN LEASE TO THIS DOCUMENT.

4. Notice to vacate property was given on (date) _____ in accordance with law by:
() POSTING NOTICE ON PREMISES IN A CONSPICUOUS PLACE ON THE LEASED PROPERTY
() HAND DELIVERED OR OTHER (specify) _____
() A copy of any notice(s) are attached hereto, OR
() No notice is required under the terms of the lease.

5. Plaintiff claims possession of premises because:
() the term for which the property was leased has fully ended
() forfeiture has resulted because of a breach of the conditions of the lease, other than non-payment of rent, specifically:

Attach additional sheet if necessary

() Rent reserved and due has upon demand, remained unsatisfied.

6. Defendant has retained the property and refused to give possession.

7. Plaintiff seeks the following monetary relief.

() Rent remaining due and unpaid as of the filing of the complaint in the amount of \$ _____
() Damages for injury to real property, specifically: _____

_____ in the amount of \$ _____

() Unjust detention damages in lieu of rent in the amount of \$ _____

() Other monetary relief: _____

8. Plaintiff further seeks rent or its equivalent coming due during the Court of Common Pleas proceedings.

Plaintiff or Plaintiff's Attorney

Address

Phone

City/State/Zip

NOTICE OF INTENTION TO APPEAR

	:	
PLAINTIFF	:	Case No. _____
	:	Hearing Date _____
DEFENDANT		

To The Plaintiff Or The
Plaintiff's Attorney:

I intend to appear at the hearing scheduled for the above date and defend against the claim made against me. I do not owe this claim for the following reasons:

I certify that I have mailed a copy of this Notice to the Plaintiff or the Plaintiff's Attorney.

Sign Here: _____
(Defendant or Defendant's Attorney If Any)

Date: _____
Address: _____

TO BE FILED WITH DEPT OF COURT RECORDS

NOTICE OF HEARING

TO THE DEFENDANT:

A lawsuit has been entered against you. Attached is a copy. You are requested to appear for a hearing on _____, at _____ o'clock, in the City-County Building (located at 414 Grant Street) on the 7th floor in Courtroom #2. If you intend to appear at the hearing and defend against this claim, YOU MUST complete and detach two of the copies of the "Notice of Intention to Appear" at the top of this page. One completed copy of the "Notice of Intention To Appear" must be filed or mailed by **Certified or Registered Mail** to the Department of Court Records, Civil/Family Division, 1st Fl., City County Bldg., Pittsburgh, PA 15219 and the other completed copy must be mailed to: _____

_____ within 20 days from the date that you receive these papers.

IF YOU DO NOT thus file or mail "Notice of Intention To Appear," OR IF YOU properly file or mail it but DO NOT APPEAR at the above time and place for the hearing: A JUDGMENT OR AN AWARD FOR THE AMOUNT OF THE CLAIM MAY BE ENTERED AGAINST YOU.

DEFENDANT'S COPY

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

vs.



No. _____, 20 ____

Arbitration Board No. _____

NO. OF CASES HEARD _____
NO. OF BOARDS SITTING _____
ARB. COMPENSATION FEE \$ _____
(For Office Use Only)

OATH OF ARBITRATORS

We do solemnly swear (or affirm) that we will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth and that we will discharge the duties of our office with fidelity.

Chairperson Print Name

Print Name

Print Name

(Signature) Chairperson

(Signature)

(Signature)

AWARD

We, the undersigned arbitrators, having been duly appointed and sworn (or affirmed), make the following award:

1. On Plaintiff's claim for Possession:

- Award for Plaintiff(s) based on (check all applicable grounds):
[] Non-payment of rent;
[] End of lease term;
[] Breach of lease condition, other than non-payment of rent.

(CHECK IF APPROPRIATE)

The monetary amount awarded to Plaintiff(s) for rent reflects an abatement based on the Plaintiff's breach of the Warranty of Habitability.

or

Award for Defendant(s).

2. On Plaintiff's claim for Damages

Award for Plaintiff(s):

[] _____ for rent (Includes all rent due through date of this hearing less any abatement for breach of Warranty of Habitability. See Sect. 4 regarding escrow funds)

[] _____ for damages to real property

[] _____ for unjust detention damages

[] _____ other: _____

(Specify)

TOTAL

Award for Defendant(s).

3. On Defendant's Counterclaim:

Award for Defendant(s) in the amount of _____.

Award for Plaintiff(s).

4. If no appeal is filed within thirty (30) days of the date on the Notice of Entry of Award, the Department of Court Records, Civil Division (unless directed to take other steps by court order) shall distribute to Plaintiff any money in the Escrow Fund in this action that is less than or equal to the amount of the total Award for Plaintiff minus any Award for Defendant and minus the Department of Court Records, Civil Division's commission, any remaining balance shall be distributed to Defendant.

_____, Arbitrator, dissents. (Insert name if applicable.)

Date of Hearing: _____

(Chairperson Signature)

Date of Award: _____

(Signature)

TIME CONSUMED FOR
ARBITRATION HEARING

(Signature)

_____ HOURS

NOTICE OF ENTRY OF AWARD

Now, the _____ day of _____, 20 ____, at _____, ____ .M. the above award was entered upon the docket and notice thereof given by mail to the parties or their attorneys.

**Arbitration Fee to be paid upon appeal;
for Non-Jury Trial**

\$ _____

Note: Additional \$125 fee for Jury Trial

NOTICE: Any party may appeal from the action of a Board of Arbitrators to the Court of Common Pleas within thirty (30) days after the Award of the Board is filed with the Department of Court Records, Civil Division; Subject to payment of a Non-Recoverable Appeal Fee and to the other conditions in Allegheny County Common Pleas Court Rule 1308

Department of Court Records, Civil Division

By: _____

Deputy

Social Security #: _____

Supreme Court ID #: _____

**COURT of COMMON PLEAS of ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

ARBITRATION DATA SHEET

Name _____

Firm _____

Partner _____ Associate _____ Individual _____

Business Address _____ Telephone _____

Home Address _____ Telephone _____

E-mail Address _____

Date admitted to the Bar of Allegheny County: _____

My practice consists of the following: (Indicate by Percentage)

Civil Law _____ %

Criminal Law _____ %

Patent or Copyright _____ %

Family Court Law _____ %

Corporate Law _____ %

Municipal Law _____ %

Real Estate Law _____ %

Taxation _____ %

Decedent's Estate _____ %

General Practice _____ %

Other _____

Answer the following questions:

1. Indicate your service interest below:

LT Arbitrator _____ LT Mediator _____
Pro Bono Arbitrator _____ Donation to: NLSA _____ or ACBA Bar Foundation _____

2. Indicate your availability to serve as an Arbitrator:

Ready Availability _____ Infrequent Availability _____

3. Would you respond to an immediate call as an Arbitrator: Yes _____ No _____

PUBLIC SERVICE

6.1 Voluntary Pro Bono Publico Service

A lawyer should render public interest legal service. A lawyer may discharge this responsibility by providing professional services at no fee or a reduced fee to persons of limited means or to public service or charitable groups or organizations, by service in activities for improving the law, the legal system or the legal profession, and by financial support for organizations that provide legal services to persons of limited means.

Comment:

[1] The ABA House of Delegates has formally acknowledged “the basic responsibility of each lawyer engaged in the practice of law to provide public interest legal services” without fee, or at a substantially reduced fee, in one or more of the following areas: poverty law, civil rights law, public rights law, charitable organization representation and the administration of justice. This Rule expresses that policy but is not intended to be enforced through disciplinary process.

[2] The rights and responsibilities of individuals and organizations in the United States are increasingly defined in legal terms. As a consequence, legal assistance in coping with the web of statutes, rules and regulations is imperative for persons of modest and limited means, as well as for the relatively well-to-do.

[3] The basic responsibility for providing legal services for those unable to pay ultimately rests upon the individual lawyer, and personal involvement in the problems of the disadvantaged can be one of the most rewarding experiences in the life of a lawyer. Every lawyer, regardless of professional prominence or professional workload, should find time to participate in or otherwise support the provision of legal services to the disadvantaged. The provision of free legal services to those unable to pay reasonable fees continues to be an obligation of each lawyer as well as the profession generally, but the efforts of individual lawyers are often not enough to meet the need. Thus, it has been necessary for the profession and government to institute additional programs to provide legal services. Accordingly, legal aid offices, lawyer referral services and other related programs have been developed, and others will be developed by the profession and government. Every lawyer should support all proper efforts to meet this need for legal services.

[4] Law firms should act reasonably to enable and encourage all lawyers in the firm to provide the pro bono legal services called for by this Rule.



Cultural Competency in the Practice of Law

A monolingual Spanish-speaking single mother. A young professional who recently emigrated from India. A victim of domestic violence seeking help at a pro bono clinic. These are just a few clients I have assisted over the last few months. In an increasingly diverse society, cultural competency is becoming imperative to the practice of law.

The legal industry is primarily a service-based industry, and the foundation of the practice of law is communication with clients. Understanding the needs of clients and the cultural differences that may arise during communications with clients can make delivering legal services more effective.

With the American Bar Association's mandate to improve access to lawyers and legal services for those of moderate incomes, cultural competency will continue to play an important role in the future of the legal profession, both for attorneys and for clients. With these guiding principles in mind, below are some practices and policies that every lawyer can learn and implement in an effort to become culturally competent.

“Cultural competency is achieved by identifying and understanding the needs and behaviors of individuals seeking help.”

Learn what “culture” means.

According to the [National Center for Cultural Competence](#) (NCCC), cultural competence “embraces the principles of equal access and nondiscriminatory practices in service delivery.” Cultural competency is achieved by identifying and understanding the needs and behaviors of individuals seeking help. More importantly, the practice of cultural competency is driven in service delivery systems by a client's preferred choices, not by culturally blind or culturally free interventions.

In order to be mindful of the cultural differences and similarities in clients, it is important to be cognizant of the characteristics that can

define different cultures. Culture is [often described](#) as the combination of a body of knowledge, a body of belief and a body of behavior. Culture not only refers to a person's superficial features, such as their appearance, but also to a person's identity, language, thoughts, communications, actions, customs, beliefs, values and institutions that are often specific to ethnic, racial, religious, geographic or social groups.

Although appearances and linguistic differences are clear indicators of the need to be culturally competent, other characteristics such as personal identification can be difficult to ascertain. One example of this is simply the way that we refer to people. If a client introduces herself in a specific way or using a certain name, keep that in mind. Be mindful of the way a client refers to himself or herself, and if you are unsure of how to refer to him or her, ask. Do not assume.

Recently, in a seminar that I attended about providing legal counsel to homeless youth, one of the speakers mentioned that in her nonprofit practice, she found that young homeless clients are more likely to feel comfortable if they are sitting closer to the exit than the attorney. Due to past experiences, she said, homeless youth are likely to distrust authority and are less likely to have open conversations in uncomfortable environments — environments that are too ostentatious or too restrictive.

In learning what “culture” means, it is best to learn what it means in the context of the community that you serve.



Value diversity.

Diversity is a catch-all word for the notable characteristics in a person. Diversity has many avatars and learning how to convey information to diverse clients can be a career-defining action. A little bit of research and understanding can go a long way. Conveying information to clients so that it is easily understood is an invaluable skill, whether talking to someone with limited English proficiency or literacy skills, an individual with disabilities or someone who has never before dealt with an attorney.

Similarly, valuing diversity within the legal profession is just as important. We can learn important lessons in cultural competency through each of our colleagues, whether they are disabled, ethnically diverse or bring a different perspective to the table. Making the effort to attend events for diverse bar associations can be the first step in learning cultural competency in the legal profession. LGBT bar associations, ethnic bar associations such as the [National Bar Association](#) and the [National Asian Pacific American Bar Association](#) and religious bar associations such as [J. Reuben Clark Law Society](#) are some of many safe places to ask questions about certain diverse groups in order to increase cultural competency.

Build and nurture relationships.

While speaking with colleagues about cultural competency recently, I found that one of my colleagues was in favor of learning about a client's culture or values beforehand and making it a topic of conversation in the first meeting to build a rapport.



Aastha Madaan

About the Author

Aastha Madaan, founder of [Madaan Law, P.C.](#), practices estate planning and business law, with a focus on franchise law. She is a proud ARAG Network Attorney. Aastha earned her Juris Doctor at Whittier Law School and earned her Bachelor of Arts from University of California, Irvine.

Aastha enjoys traveling, cooking, art and community work. She holds several leadership positions in the American Bar Association. Aastha's roots are in India, and she speaks fluent Hindi and Punjabi.



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Another colleague disagreed and said that she would proceed the same way with any client and not make a client conscious of the differences in his or her background.

I believe the right answer is to set boundaries in conversation, along with a personable tone, and then assess each client's reaction and comfort level before asking questions that could be perceived as personal, such as country of origin, family background, education, etc. In certain situations, such as discovery during litigation, questions about background may be inevitable. In other legal services, such as contract review or negotiations, the same questions can be irrelevant and intrusive. This can lead to distrust, especially from clients who come from backgrounds where law enforcement and legal counsel are seen as more intimidating than helpful.

Engaging and staying attuned to each client's boundaries and comfort level can provide a solid foundation to build and nurture relationships based on trust and mutual respect.

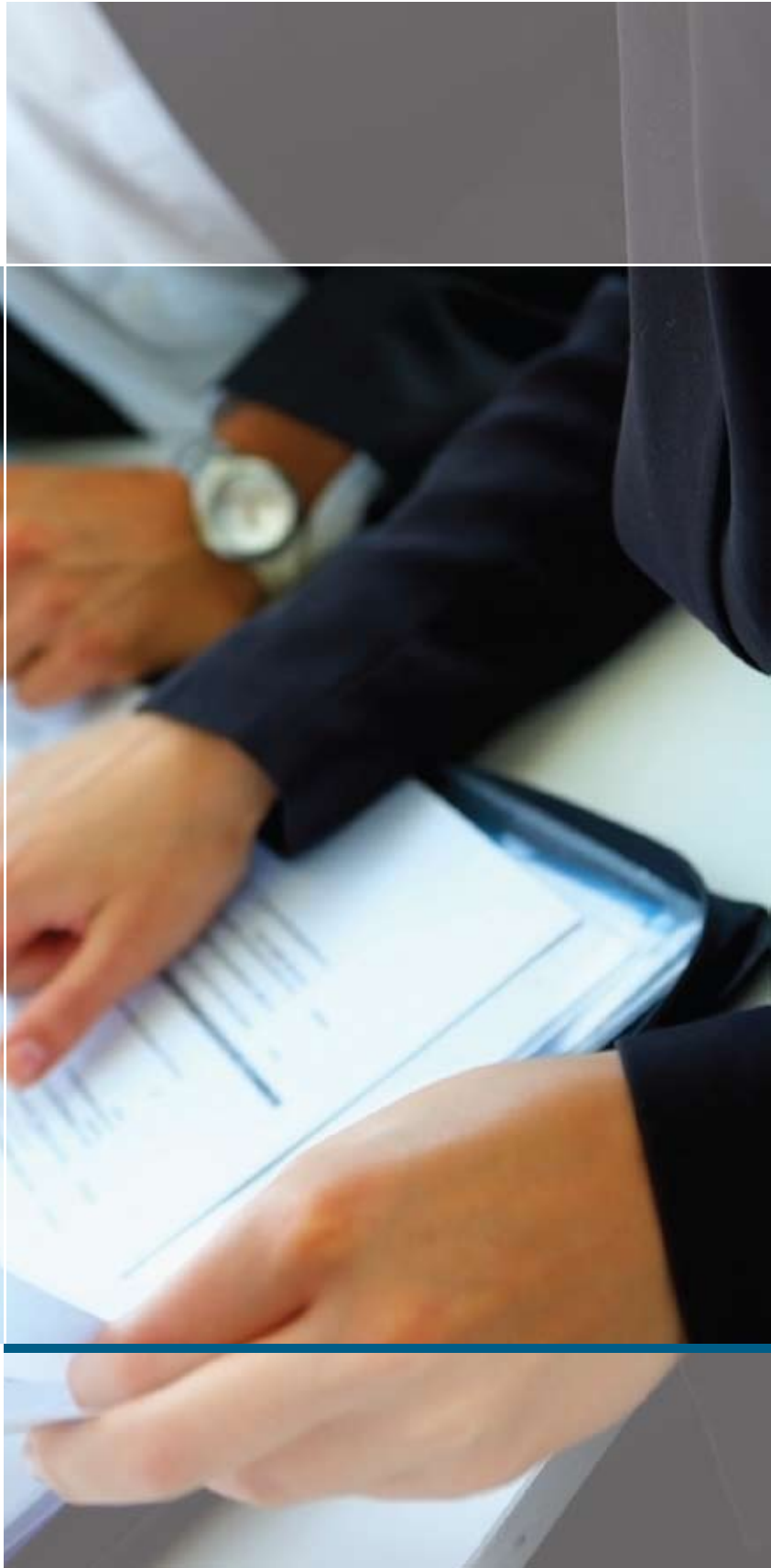
Conclusion.

The field of medicine encourages and often requires professional training in cultural competency prior to communicating with patients because culturally competent communications foster effective and honest relationships and trust. Delivering legal services, whether litigation or transactional, requires the same level of respect and competence in an increasingly diverse world.

Once we acknowledge the importance of cultural competency, and the fact that cultural competence is a developmental process that evolves over an extended period, we can begin to learn and improve the way that we interact with clients.

BEYOND BIAS— CULTURAL COMPETENCE AS A LAWYER SKILL

By Nelson P. Miller



FAST FACTS:

A lawyer's cultural competence goes beyond avoiding bias. To serve diverse clients, lawyers should have special communication and interpersonal skills. Those skills can be taught and learned.

American popular culture judges in terms of “bias” the quality of relationships between cultures and classes. A good person is defined to be one who is free of cultural, ethnic, and class bias. A bad person exhibits bias—perhaps a Don Imus against African Americans or an Al Sharpton or Mel Gibson against Jews (to take celebrated recent examples).

The problem for lawyers is that the bias model is one of purity, not performance. The litmus test of bias allows us to draw comfort from simply not saying the wrong thing. It has nothing to do with how we actually perform as professionals in complex interactions with individuals of diverse cultures and classes. The comfort we draw in not exhibiting bias is an obstacle to real lawyer skill. It tells us that as long as we have not said anything wrong, we are acceptably professional. In truth, good lawyers—culturally sensitive and aware lawyers—employ considerable skill. Cultural competencies can be taught. Indeed, they are taught to educators, translators, social workers, nurses, missionaries, and a host of others who deal with diverse populations. By and large, they are not taught to lawyers.

Cultural competencies cover a wide range of areas. Communication is primary. It is important how we speak and listen. Communication varies. What is understood and appreciated in one household will not be understood and may instead be offensive in another household. And it is not only communication that varies. So, too, do individual cognition, individual and family resources, cultural references, and relationships.

Lawyers should possess cultural competencies in at least those five areas. Lawyers who possess and exercise these skills are able to meaningfully serve diverse populations. They can serve black and white, rich and poor, educated and uneducated, helping each to draw on their available skills and resources without mistakenly misjudging any to be uncommunicative or unintelligent. Lawyers who do not possess and exercise these skills cannot serve diverse populations effectively.

Take as an example the different language registers clients of different cultures may employ. A language “register” is the form or level of language (intimate, casual, consultative, formal, or frozen) that a speaker uses, indirectly indicating preferences in the way the speaker wishes to treat the relationship with the listener. Lawyers ordinarily speak in a consultative register, but many clients do not. An effective lawyer adjusts to the client’s register, not the other way around, because register is closely connected to hidden rules and cognitive practices within various cultures.

Thus, in some pro bono work at a local Hispanic center, the lawyer spoke only English. The client was a shy Guatemalan

woman whose first language was a dialect, but who also spoke just enough Spanish to communicate in that second language. The translator was a pert Mexican Spanish-speaker who spoke English as a second language, but did not speak the Guatemalan dialect. Although he could not understand the Guatemalan client’s Spanish, the lawyer quickly discerned from her hesitancy and tearfulness that she was probably communicating only in an intimate (child to parent) or at best casual (close friend to close friend) register. The lawyer quickly adjusted accordingly, speaking much more like a parent or friend than the lawyer would have when using the typical consultative register with which all lawyers are familiar. Lawyers typically render legal advice in a consultative, not intimate or casual, register.

The problem was that the Mexican translator had not recognized the shift in registers, or if she had recognized it, was unwilling to accommodate the shy Guatemalan client. This much the lawyer could tell from the client’s confusion and the air of superiority the translator was exhibiting. The translator was (as the observing translator-trainer explained it later) dressing up the lawyer’s words into flowery and important-sounding messages that the client was unable to grasp and process. The observing translator-trainer had to intervene and employ the appropriate intimate and casual register to successfully salvage the consultation. Competence in cultural communication, of course, does not mean being able to work with translators. The incident simply shows how important language register is and how roles and expectations can interfere with sensitive communication.

Take another example from the area of cultural reference. The narrator of the *Planet Earth* television series makes an important cultural reference when she intones (in that dry seriousness typical of the genre) that it is a matter of “luck” that the Sun/Earth relationship has remained so stable over billions of years. A lawyer making a similar comment about the “luck” involved in some event would already have appeared foolish and insensitive to what some low-income clients would more reasonably regard as extremely improbable but clearly providential events.

Thus, listen carefully to a client’s answer to the greeting, “How are you?” The response “I am blessed” is a low-income, minority client’s clearly intentional deviation from the majority culture’s standard answer of “fine” or “good.” It is a hint to the finely attuned ear, or in some cases a declaration against the obstinate dominant culture, that the client is a person not of fate but of faith. It would be insensitive for the lawyer to think the response weird or unintelligent, when instead it is a reflection of a highly developed ethic having potentially important consequences to the consultation.

Is it indeed significant that we notice these differences about our clients? It was significant to one. The lawyer met the pro bono client in a cubicle off the soup kitchen’s day room, where patrons could get identification, a locker, a haircut, and mail, shower, and use a washer-dryer. The homeless client, a middle-aged and quite weary African-American male,

Listen carefully to a client’s answer to the greeting, “How are you?” The response “I am blessed” is a low-income, minority client’s clearly intentional deviation from the majority culture’s standard answer of “fine” or “good.” It is a hint to the finely attuned ear that the client is a person not of fate but of faith.

40 Beyond Bias—Cultural Competence as a Lawyer Skill

nonetheless responded to the lawyer's greeting with "I'm blessed. How are you?" The consultation then ensued about child support that had accumulated while the client was incarcerated for better than a decade. At its conclusion, the client rose appreciatively but wearily, saying that, in the end, he was concerned about the drugs and prostitutes tempting him on the streets. It was not a complaint, but an almost-silent plea without expectation of response.

But the lawyer then remembered the client's faith expressed in the greeting. So as the client turned to leave, the lawyer said simply: "Ah. There is no temptation except that which..." The client stopped, turned back, brightened noticeably, and completed the verse, saying he had not thought of it (powerful advice for anyone in the client's situation) since his release from prison 10 weeks before. There now seemed little doubt that the client would stay sober another night—a greater victory for the client and community, perhaps, than anything else the lawyer and client might have accomplished that day.

Here, then, are some tips on cultural competence. Although the examples have been in pro bono settings and with elderly clients, these competencies can be just as important in law-firm settings with paying clients. Please keep in mind, though, that if you are serving a client who is from a culture different from your own, you have already demonstrated the first cultural competency, which is willingness. Consider the following recommendations to increase your cultural competency:

- **Introduce yourself** in a manner that puts the client at ease. Always say your name. Anonymity appears aloof, insular, uncaring, and arrogant. Make eye contact, unless the client studiously avoids eye contact, and smile. If the client appears ready to offer a handshake, offer a handshake first. If the client is reluctant to offer a handshake, do not embarrass the client with an extended hand. Accept that there are hidden rules of interaction you do not know.
- **Understand intimate and casual register** and communicate accordingly. Not all clients share your verbal skills and interests. They may speak in indirect and generalized fashion and using frequent nonverbal assists. Participate with frequent verbal acknowledgments ("mm-hmm," "yeah, I know," etc.), behavioral prompts (nodding, smiling, etc.), and emotional responses (shared interest, sorrow, satisfaction, etc.). Do not force a client to say something the client wishes to avoid saying. Respect the circular nature of casual register. Avoid power struggles over language. Use calm, nonjudgmental, adult voice, never commanding or scolding in parent voice, and never defensive or emotional in child voice. Appreciate the client's humor. Use metaphor and story as a guide. Draw diagrams. Recognize cultural references. Accept and employ them to contextualize and communicate solutions.
- **Ask why the client is here** before making any assumptions. Ask open-ended questions, like "What worries you?" or "What do you want to happen?" Respect the client's freedom and personality. Be wary of assuming that the client has purely legal goals. Legal goals may be enmeshed in social, political, moral, financial, familial, ethical, personal, and spiritual goals, or legal goals may be absent. Assist with more than purely legal goals when your life experience enables you. Refer the client for other help with nonlegal goals. Think in terms of broad, team solutions while helping the client avoid negative influences. Legal solutions are not the only solutions.
- **Listen to the client** rather than your own judgment about what is important. Let the client decide. Do not dismiss the client's hopes, goals, expectations, and objectives, even when you would choose different objectives. Active pursuit of an unrealistic but safe goal can serve the client by indirectly achieving more useful objectives. Listen for words that seem out of place to you. They may be clues to a resource, habit, or understanding on which the client can draw for solutions. Develop a context for the client's situation—whether personal, medical, legal, family, or social.



Be prepared to pick up on a small parting comment and to address new legal issues at what you thought was the conclusion of the session.

Develop factual content when you see a legal issue that you can help address. Clients may express emotions and opinions, leaving it to you to prompt for relevant facts.

- **Watch the client** with an eye sensitive to the client's reactions. Summarize the client's goals and your advice on how to achieve them. If the client does not share your confidence in the solution you proposed, you may not have understood the client properly, or you may have assumed that the client has capabilities and resources that the client does not have. Continue to listen, ask, summarize, suggest, and generate other options until the client appears satisfied with your advice. What seems to you to be readily achievable may in fact not be for reasons only the client can appreciate. Suggest and teach coping strategies. Gently let the client know that you are offering bridges out of negative situations.
- **Break down steps** into manageable components. Think of each step that a larger task requires and then explain those steps for the client. Clients of poverty may lack the ability to break larger tasks down into manageable components. Help the client do so. When the steps become too many, stop, return to the first step that the client can understand and follow, and then plan another consultation for the rest of the steps. Watch for signs that the client is overwhelmed or frustrated. Assign to the client only those tasks that the client believes are clearly manageable. Model self-talking through procedures, but also propose role models. Clients of poverty can benefit more through mentors and relationships than through systems and actions. Be a coach, not a commander, judge, or taskmaster. Speak about choices and consequences. Help the client identify cause and effect (impulse and consequence) relationships.
- **Confirm the plan** that you have developed. Ask the client if the client would like you to write it down. If you do write it down, print in a clearly legible handwriting and number the steps. Clients may lack the planning and initiating skills that you possess. Help them prioritize and plan. Then help them record the plan in a manner that they can understand and use. Help them confirm that the plan will lead them toward their objective. Ensure throughout that they believe that they have the resources available to follow the plan. Do not plan anything for which the client lacks the resources. Solutions are not systems. They are relationships leading to small steps in the right direction. But also limit your responsibility. Be responsible *to* them for the steps you accept that you will perform. Make it clear to them what you are and are not going to do for them. But do not be responsible *for* them.
- **Express hope and optimism** about the client's situation, no matter how dire it may seem to you. Building and maintaining hope is essential for clients who have few resources.

You may indeed have a client whose legal situation cannot be addressed. But through your discussion of it and your continuing relationship with the client, the client may develop other objectives that are achievable. Be frank in your advice, but do not destroy the client's confidence. Stress the client's internal assets—perhaps the client's perseverance and tenacity, or the client's knowledge of truth, or the client's faith and ethics.

- **Listen for a parting request** from the client. The consultation does not end until the client has left. Just because you think it is over does not mean it is over. Some clients will use the consultation time simply to develop trust and understanding and only introduce the important matter when you think the consultation is over. It is not always about what you think it is about. Be prepared to pick up on a small parting comment and to address new legal issues at what you thought was the conclusion of the session. Be sure to elicit any lingering concerns with a question like, "Is there anything else we should talk about?"
- **Tell the client when you are next available** for further consultation, especially if time did not permit you to answer all of the client's questions and address all of the client's legal issues. To clients with limited resources, the relationship with you is more important than the service you rendered. Clients get out of poverty not through service, but through relationship. Letting the client know that you value the relationship may contribute more to the client's situation than any legal service you are able to provide. If you cannot be a mentor, then think of and offer one. ■

Sources and Suggested Reading: Payne & Krabill, *Hidden Rules of Class at Work* (Aha Process, Inc, 2002); Payne, *Understanding Learning: The How, the Why, the What* (Aha Process, Inc, 2001); Payne, DeVol & Smith, *Bridges Out of Poverty: Strategies for Professionals and Communities* (Aha Process, Inc, 2001); Payne, *A Framework: Understanding and Working with Students and Adults from Poverty* (Texas: RFT Pub, 1995); Bryant, *The five habits: Building cross-cultural competence in lawyers*, 8 Clin L R 33 (2001); *Initial Interview Protocol*, Thomas M. Cooley Law School Clinics.



Nelson Miller, associate dean and associate professor at Thomas M. Cooley Law School, is the 2005 winner of the State Bar John W. Cumiskey Award for pro bono service. The above article draws on his pro bono experience, service on the State Bar Equal Access Initiative Committee, service as president of the Grand Rapids Bar Association's Legal Assistance Center, and instruction and mentoring at Cooley Law School.

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