

## **The Threat of Eviction: How Landlords Shape a Contingent Tenure**

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## **Abstract**

While recent research has illustrated the frequency and deleterious consequences of eviction, the number of finalized evictions pales in comparison to the number of poor families *threatened* with eviction. This paper uses interviews with 127 randomly sampled landlords and property managers in Baltimore, Dallas, and Cleveland to examine their strategies related to eviction, with a focus on the extended process of evicting rather than the discrete instance of eviction. We find that landlords avoid costly evictions, instead relying on the *threat* of eviction. By redefining renters as debtors, filing assists in rent collection by leveraging the state to materially and symbolically support the landlord's debt collection. At the same time, housing tenants in small amounts of arrearage aggravates the power imbalance within the landlord-tenant relationship. It gives landlords the legal pretext to remove a tenant for any reason and prevents tenants from exercising their legal rights regarding code enforcement. These findings emphasize the importance of examining the precarious and power-laden relationship of landlords and tenants while they are still in residence. Poor families live under constant threat of eviction, facing housing insecurity, fees, and legal sanction, with negative impacts for their sense of home and community.

## INTRODUCTION

Recent research has drawn attention to eviction as a primary cause of involuntary residential mobility (Desmond 2012a; Hartman and Robinson 2003; Purser 2014), with detrimental consequences for children and families (Sharkey and Sampson 2010; Ziol-Guest and McKenna 2014). However, while the execution of an eviction notice—along with the physical removal of a family from the home—is endemic in the lives of the urban poor, its frequency pales in comparison to the number of poor families who face the *threat* of eviction each month. In Baltimore, for example, about 6,500 evictions are executed per year, while landlords *file* for eviction approximately 150,000 times or more than once for every renter household in the city (PJC 2015; Purser 2014).<sup>i</sup> An enormous number of poor families live under constant threat of eviction, even when they are not forced to relocate.

Eviction is typically theorized as a discrete action serving a purely punitive function: putting a tenant out and marking their record. But given that eviction results in the removal of a tenant in only a minority of cases, we ask: how does eviction operate beyond this terminal moment? This paper draws on interviews with 127 randomly sampled landlords and property managers in Baltimore, Dallas, and Cleveland to examine landlords' strategies related to eviction, with a particular focus on the extended process of *evicting* rather than the discrete, and relatively rarer instance of *eviction*.

We define *evicting* as lasting from the time the landlord informs the tenant that she is late on her rent until she either pays off her debt or leaves the unit – a process which can range from just a few days to a nearly perpetual cycle of arrearage. Thus, eviction matters not just as a cause of involuntary mobility, but represents a fundamental aspect of the rental experience for poor

families. We argue that the process of eviction should be theorized not just as a moment of expulsion, but also as a particular set of relations between landlord and tenant.

While previous research has considered the role of debt in the lives of the poor (Thorne 2010, for example), late rent is not usually considered in this work, mostly likely because it is believed to be a temporary condition ending in either repayment or eviction. Yet, the data suggest that many renters live in a continual state of arrearage, making rental debt an under-examined determinant of the rental experience. Building off recent theoretical work on indebtedness (Graeber 2014; Joseph 2014; Lazzarato 2012), we argue that the process of eviction shifts the landlord-tenant relationship from owner-renter to creditor-debtor, with important consequences for the parameters of exchange. Not only does this shift have the potential to directly increase rental profits through late fees and fines, but its core advantage is also to amplify the imbalance of power, opening up profitmaking strategies that might otherwise be resisted by renters.

By redefining renters as debtors, filing assists in rent collection by leveraging the police power of the state to materially and symbolically support the landlord's collection efforts. As economic actors, landlords describe their approach to the eviction process in terms of profit maximization and economic rationality. For them, eviction solves a worst-case problem – a non-paying tenant – but it comes with a variety of additional costs related to vacancy and property turnover. For this reason, landlords in all three cities work hard to avoid executing an eviction, with exceptions mainly in cases of property conversion or sale. But more broadly, we show that landlords see initiating the eviction process as a type of behavioral corrective designed to produce constrained consumers. The process of evicting reframes late rent payments as the tenant's moral failing rather than a structural reality, legitimating alternative and sometimes

extra-legal strategies of financial extraction (*cf* Lazzarato 2011). This means that it can be beneficial for landlords to house tenants in small amounts of arrearage, even beyond what is necessary for legal eviction. This phenomenon is particularly common for tenants with housing vouchers whose rent is paid in majority to the landlord directly by the local Public Housing Authority. In these cases, trivial debts instigate the threat of eviction and loss of the voucher – a devastating outcome given the long waitlists for housing subsidies in all three of our sites. Landlords understand that tenants who are behind on their rent are less likely to advocate for their legal rights regarding housing quality and code enforcement. Moreover, if a late rent case is active against a tenant, a landlord is able to use that debt as a “slam-dunk” cause for eviction if they wish to remove the tenant for reasons not typically supported by housing court judges.

By looking beyond the discrete moment of eviction, this paper suggests that while involuntary relocation is a key driver of residential instability in poor neighborhoods, the implications of eviction in the lives of the poor reach even farther. The daily *threat* of eviction subjugates poor tenants, stripping them of their consumer rights. Poor tenants live in a constant state of housing insecurity, facing fees and legal sanction, with substantial negative impacts for their sense of safety, home, and community. The threat of eviction provides an omnipresent signifier that, for poor renters, their tenure is a contingent one.

## **BACKGROUND**

Over the last quarter century, incomes have not kept pace with rents (Aurand et al. 2017; Stone 2010) and the supply of housing subsidies is woefully inadequate to the demand (Schwartz 2014). Increased housing cost burdens push families to reduce expenditures in other areas, threatening child health and development (Kirkpatrick and Tarasuk 2011; Newman and Holupka 2014) but the most visible consequence of the affordability crisis is the number of poor families,

disproportionately female-headed and minority, who are evicted each year (Desmond 2016; Hartman and Robinson 2003).

The academic literature on eviction can be roughly placed into two categories. The first considers the legal issues related to eviction, specifically the role of the courts in supporting (or denying) the rights of poor tenants to remain in their homes (Hatch 2017). The second, dominated by Matthew Desmond's work in Milwaukee, looks closely at who is evicted and the consequences of that eviction. This literature argues that eviction serves a function in poor women's lives similar to that served by incarceration for men; it has not only an immediate negative impact, but also creates a permanent mark on their record, limiting their chances for long-term economic mobility (Desmond 2012; Pager 2003).

### **The Legal Process of Eviction**

Much of the policy relevant work on eviction has examined how the process unfolds in the courts, specifically what rights are granted and exercised by landlords and tenants (Hatch 2017; Rabin 1983). Using 22 statutes encompassing a number of aspects of the landlord-tenant relationship, Hatch developed a taxonomy of state-level approaches. In *protectionist* states, laws exist designed to protect tenants, such as requiring longer notification periods, allowing tenants to make counter claims related to housing quality, limiting what landlords can do with a tenant's property, and a providing a legal right to redemption (the repayment of back rent). In contrast, *probusiness* states tend to protect the landlord's right to his or her property over and above the tenant's rights to use the home, expediting evictions and reducing costs associated with removing a tenant.

Beyond the statutory rights of tenants and landlords, research has examined how the process operates within the courtroom. In nearly all jurisdictions, tenants being evicted are not

afforded a legal right to an attorney, limiting their ability to exercise what rights may have been technically afforded to them (Desmond 2016). Two studies of Baltimore's rent court, for example, find that the high number of evictions processed by the court forces judges to consider only the question of rent arrears and to ignore legitimate counter-claims regarding housing conditions (Bezdek 1991; PJC 2015).

### **The Role of Eviction in the Lives of Poor Families**

Recently, scholars have begun to note the conspicuous absence of research and data on this "hidden housing problem" (Hartman and Robinson 2003), despite its prevalence in the lives of the urban poor (Phinney et al. 2007, Desmond 2012; Desmond 2016, Purser 2014). Net of observables, poor women with children are more likely to be evicted than other demographics, and individual factors such as family size, employment status, and neighborhood crime are important predictors of eviction (Desmond 2012a; Desmond and Gershenson 2017).

Families who suffer an eviction-catalyzed relocation are more likely to suffer material hardship, report depressive symptoms, be in poor health, move frequently, and move to higher poverty and higher crime neighborhoods (Desmond, Gershenson, and Kiviat 2015; Desmond and Kimbro 2015; Desmond and Shollenberger 2015). Eviction further impacts poor families' subsequent residential trajectories, creating a permanent record that can make securing housing more difficult in the future (Desmond 2012). The literature on housing instability more broadly suggests similar negative impacts of unplanned and involuntary relocation, the terminal step in the process of evicting. For children, forced residential and school mobility results in disruptions to academic progress and peer networks and is highly correlated with poor academic achievement and behavioral problems (Alexander et al. 1988; Schwartz, Stiefel, and Cordes 2016; Ziolo-Guest and McKenna 2014; *for review see* Garboden, Leventhal, and Newman 2017).

## **Landlords and The Eviction Process**

These emergent literatures have greatly improved our understanding of the role the affordability crisis plays in locking poor families into a “circle of dispossession” (Purser 2014). We add to this work by addressing two key and interconnected gaps. First, is that despite a few rough sketches, there has been little attempt to understand eviction from the supply-side. If, as Desmond suggests, “the relationship between nonpayment of rent and eviction [is] anything but straightforward” (2016, 128), then how do landlords decide how, when, and whom to evict? Secondly, the literature has generally focused on the actual process of removing a family from a home, both the most visible and the most measurable step in the eviction process. But, as described above, the execution of eviction occurs only in the minority of cases in which an eviction process is initiated, meaning that focusing on the terminal outcome may underestimate the impact of the eviction system on the lives of the poor.

We argue that the first of these gaps informs the second – by considering eviction from the landlord’s point of view, the emphasis is reoriented away from discrete moments and towards the process and the social relations embedded therein. Indeed, new work shows that landlords often seek to avoid eviction – which is costly – by investing resources in “training” tenants to pay rent on time, rather than replacing them (Rosen and Garboden 2017). From the landlord’s perspective, even the most straightforward eviction results in two months of lost rent plus turnover costs. Given the low margins available to landlords in high-poverty neighborhoods, this lost revenue can be enough to push a property into the red, jeopardizing the long-term health of the housing stock (Mallach 2010, Garboden and Newman 2012, Greif *forthcoming*). For these reasons, landlords seek to maximize length of tenure through screening and incentives, often continuing to house families in rent arrears.<sup>ii</sup>



## **Eviction as Debt**

A mounting body of research documents the financial instability – for example related to wage garnishment – wrought by indebtedness, and the role of stigma (Thorne and Anderson 2006). These burdens, which disproportionately fall on women (Thorne 2010), can have negative effects on mental health and physical well-being (Manning 2000; Seefeldt 2015). In studies on debt and the financial habits of the poor, debt has traditionally been defined as home mortgages, subprime loans, medical debt, educational loans, and credit card debt (Manning 2000; Sullivan, Warren, and Westbrook 2001). The discussion has focused on why families accrue debt, centering around three explanations: 1) irresponsible spending or financial illiteracy (Gathergood 2012), 2) “consumption smoothing,” or maximizing consumption in anticipation of higher future income (Seefeldt 2015; Sullivan 2008), and 3) investment in the future (Seefeldt 2015). While in the past low-income households did not have access to credit for the purposes of income smoothing (Katz 1996; Stack 1974), in the 1980s this changed as the credit industry deregulated, removing caps on interest rates and expanding into the low-income market (Warren 2009, Mann 2009). Research documents a range of debt management strategies among low-income households, such as making partial payments on bills, switching off payments on rent or utilities (Halpern-Meehin et al. 2015), and paying debt with the desire to maintain a financially responsible, self-sufficient social identity (Tach and Greene 2014).

However, in this literature, late and incomplete rental payments are usually considered a temporary necessity, rather than a “debt,” culminating either in repayment or eviction. However, the data tell a different story, with landlords filing on substantial numbers of tenants each month and frequently negotiating payment plans. To the extent that families remain in homes with some degree of debt owed to their landlords, we propose that late or incomplete rental payments might

also be considered as “debt,” carrying some familiar, and some new, negative consequences for households.

While landlords speak about rent indebtedness in concrete profitmaking terms, their actions fit into a larger theoretical framework on the ability of debt to define and redefine social relations through economic exchange (Graeber 2014; Joseph 2014; Lazzarato 2012). The renter-owner relationship is from the first a highly imbalanced as the struggle over “the property rights of control and benefit” (Allen and McDowell 1989:46), which is generally resolved in favor of the owner (Harvey 2017:37). Nevertheless, the contractual nature of this relationship, as manifested in the lease agreement, allows both parties to exercise their legal rights, at least theoretically. When this contractual relationship is reshaped as debt it “constitutes the subject as dependent as inevitably located in asymmetrical relations” (Joseph 2014:21 citing Roitman 2003). By introducing issues of morality and dependency into an already imbalanced economic process, the monthly transformation of rent into debt, is designed to limit renters’ access to legal means of resistance (as paying customers), housing them at the discretion of the landlord (Graeber 2014; Lazzarato 2012).

While understudied in the literature, there is evidence to suggest that debt-induced insecurity may have significant consequences, even when involuntary relocation is deferred. Recent work documents how landlords wield the threat of eviction to exact sexual favors from tenants (Tester 2008). Among subsidized renters, the threat of eviction (synonymous with voucher loss for a voucher tenant) can be used to coerce desirable voucher tenants into staying, rather than moving and taking their subsidy with them (Rosen 2014). More understanding is needed of how the threat of eviction may be used to wield coercive power over tenants.

## **METHODS**

This paper uses data from 127 in-depth interviews with landlords and property managers in Baltimore, MD, Cleveland, OH, and Dallas, TX, complemented with ethnographic observation with a subset of respondents. The bulk of the interviews were drawn from a stratified random sample of rental property listings. To construct the sampling frame, we collected three months' worth of active listings from the most common online rental listing services (gosection8.com, craigslist.com, and housingcleveland.org) and geocoded the listed addresses. We stratified based on whether the property listing was actively marketed to subsidized tenants, whether the address was located in a tract above or below 20 percent poor, and the racial composition of the neighborhood (in Cleveland and Baltimore this was a black/white divide, in Dallas it was black/white/Latino concentration). This approach was designed to maximize heterogeneity in the overall distribution of landlord types.

Because there is no published list of the universe of landlords from which to draw, we supplemented this random sample with a targeted sample designed to capture various types of landlords who may have been missed or under-represented (e.g. due to response bias, or because some do not list their units publicly). These processes combined resulted in 129 interviews with landlords, 80 from the random sample and 49 from the field sample. As detailed in Table 1, of the 129 landlords in our sample, 40 percent are black, 47 are white; 60 percent are male. About three quarters own rental properties, about a third manage other people's properties (and some do both).

[INSERT TABLE 1 ABOUT HERE]

Reflecting the distribution of urban rental real estate, over 60 percent own or manage fewer than 30 units, while 22 own or manage more than 100. By design, about half of the

respondents from our random sample had focal properties<sup>iii</sup> in high-poverty neighborhoods and about 70 percent owned their focal property in a non-white majority neighborhood.

Each interview lasted approximately two hours and focused on landlords' business strategies including tenant screening and eviction. A subset of interviews were accompanied by ethnographic observations with the landlord as he or she attended to day-to-day business. We also examined the field of eviction more broadly in each city, spending days in housing court, riding along with sheriff's deputies as they conducted evictions, speaking with key informants such as city officials and tenant advocates, attending real estate auctions, and joining real estate investors associations for their monthly meetings.

The ability to identify willing landlords and elicit honest discussions of their work was fundamental to this research. Fortunately, landlords responded to our interview and ethnographic invitations with enthusiasm, welcoming us into their workplaces and homes, wanting to show — and not just tell—what they do. We toured their properties, discussed their anxieties while waiting for their turn at housing court, listened to them interview prospective tenants at McDonalds, and were shown the units of soon to be evicted tenants. Other landlords willingly shared their court documents, photos of unit damage, and bookkeeping records. Nearly all invited us into their networks, offering introductions to other “mom and pop” landlords they knew, identifying the “big players,” and pointing us towards key local actors. Applying in-depth interview techniques during these visits, we also elicited stories about how they got into business, their personal lives, families, and communities.

Respondents were given \$50 as an incentive to be interviewed.<sup>iv</sup> All interviews were recorded, transcribed verbatim, and coded using MaxQDA. The codebook was developed iteratively, first identifying the broad narratives and becoming increasingly more detailed as

patterns emerged. To assess the prevalence of themes within our sample, third-party coders, not otherwise involved in paper preparation, coded each transcript, placing respondents into analytic categories identified by the authors. Respondents were assigned pseudonyms and other identifying information has been changed.

It is important to note that our data contains only one side of a highly unbalanced economic relationship – the landlords – and is blind to tenant perspectives. Given the nature of our data, we are unable to identify how eviction operates from the tenant’s perspective, and we cannot illuminate moments of resistance or strategic counter-measures taken by tenants to reaffirm their rights. Because our empirical goal is to understand landlord strategies related to eviction, we report our respondents’ accounts and understandings of eviction including how such accounts drive their behaviors. This is not to suggest that landlord perspectives are representations of objective reality. Their criticisms of the state, the courts, and their tenants should be interpreted solely as their subjective opinions.

### **The Eviction Context in The Three Cities**

Comparable cross-site statistics on eviction rates are complicated by heterogeneous legal processes that create an administrative paper trail at different points during the evicting process. In Baltimore, landlords first notify tenants of eviction through an official court process. Work by the Baltimore Public Justice Center analyzed these filings and found that landlords file for eviction 150,000 times per year in Baltimore city – a shocking figure given that the city contains only 130,000 rental households (PJC 2015, similar estimates are found in Purser 2014 and Hartman and Robinson 2003). As stated earlier, the vast majority of those filings do not result in an eviction. 70,000 received eviction judgements in court, and approximately 6,500-7,000 evictions are executed each year (PJC 2015, author’s tabulations).

Comparisons with our other research sites are imprecise because the first step in the eviction process in Dallas and Cleveland is not officially documented. Dallas county contains 400,000 rental households and court data shows that 41,000 eviction cases were heard in court. Of those, 14,500 received default judgements (generally because the tenant did not appear) 8,000 received a trial, and about 10,000 were dismissed (Texas Courts 2017). Cleveland, which contains 93,000 rental households, experiences approximately 11,000 court filings per year (Supreme Court of Ohio 2017).

Beyond the filing timeline, there are a number of process differences that impact our respondents' perspectives on eviction. In Hatch's (2017) classification, Texas and Ohio are "probusiness" while Maryland is "protectionist." In Dallas, evictions are much more efficiently implemented; most respondents estimated that if a tenant is late on their rent, they can be evicted, a unit turned over, and a new tenant housed by the beginning of the next month. This is not the case in either Baltimore or Cleveland, where even if everything works perfectly from the landlord's point of view, an eviction takes at least five weeks, meaning a minimum of two months lost rent. Tenants in Baltimore also have the legal right to pay their back rent up until the point when the sheriff arrives at the door. In Dallas and Cleveland, a landlord can refuse to accept a rental payment once an eviction has been filed.

Our three research sites provide heterogeneous legal and market contexts. These differences have some influence over who owns rental properties and their strategic approach to eviction. Nevertheless, coding suggests that landlord behavior related to eviction in all three contexts has more in common than one might expect, with differences in scale, rather than quality. Below, we present primarily findings shared by landlords in all three cities, noting whenever a particular narrative was more dominant in a particular site.

## **FINDINGS**

The findings are divided into three sections. The first discusses how landlords think about evictions, the legal process, and the costs associated with forcing a tenant out of a unit. The second considers the direct benefits to filing for eviction, particularly around assistance in rent collection and additional income through late fees. Finally, we consider the ways in which an eviction filing (and holding a tenant in arrears) shifts the economic relationship between landlord and renter, reducing the latter's likelihood to exercise their legal and consumer rights.

### **1. How Landlords Think About the Cost of Evictions**

In real estate, the goal of consistent and reliable rent collection is measured by two separate metrics: vacancy rate and non-payment rate. The first represents the percentage of unoccupied properties in one's portfolio, the second, the number of occupied properties for which rent is unpaid. For landlords, executing an eviction solves a non-payment problem, but simultaneously creates a vacancy problem. A landlord's decision to execute an eviction involves weighing the estimated likelihood that a tenant will pay their rent arrears, with the anticipated amount of time a property will sit vacant while repairs are made and a new tenant found. While rarely explicit, this basic decision calculus means that landlords execute evictions only when they believe the tenant will not pay their back debt – a worst case scenario problem for which eviction is the only solution. While this fact does not prevent landlords in our three cities from executing evictions at rates deleterious to poor tenants, it does mean that they work hard to avoid executing evictions when other options are available.

Moreover, landlords described the process as burdensome, time-consuming, and emotionally difficult, adding additional deterrents. Rick, the owner of seven rental properties in

Cleveland, summed up landlords' pervasive perspective on eviction succinctly: "Dealing with the evictions is a bunch of crap."

More specifically, landlords believe the eviction process is capricious, incompetently implemented, and unfair. Many focused their frustration on their belief that the courts tend to side with the tenant. Bill, a small time real estate investor in Baltimore, provides a common perspective:

Baltimore City is just way too tenant friendly. The length of time that it takes to be able to evict a tenant is just way too long, three months more or less—you add all the steps up and the delays that occur within each step, in terms of when you get to the point of scheduling the sheriff, there's another delay in when they schedule it; whenever that happens, but three months of lost rent is a long time. In Texas, you can get someone out in about a month, and that's—I think the way it should be, if somebody doesn't pay their rent, they shouldn't be able to live there for three months for free... There are professional tenants that slide by sloppy evaluations and they move into a property and they never make another payment, and they live there for three of four months until they get evicted, and then they go do it again.

As Bill suggests when he mentions Texas, the level of distaste for eviction varies significantly across contexts. Landlords in Baltimore and Cleveland, particularly those who rent to subsidized tenants – for whom eviction is more complicated – were much more negative about the eviction process than those in Dallas, where the timeline for eviction is much shorter and judges tend to be more concerned with protecting the owners' property rights.

But executing an eviction in any state results in costs for the landlord. Franklin, a middle aged white landlord in Baltimore who rents almost exclusively to voucher holders outlined a few of the direct costs associated with any property turnover:

Right, because then you've got to pay somebody to come and clean the house out and you've got to go in and maybe paint and replace the carpet, replace this, fix that, it's a ton of stuff. And if it's not lead-free, guess what? If you just had a lead-safe certificate then you've got to get it inspected again, lead dust wipe test and all that stuff – a pain in the freaking ass.

While a tenant is in a unit, the landlord can still exert a combination of carrots and sticks to



collect back rent; but once a family leaves, all our landlords agreed that the probability of collecting on any rent debt drops to zero. Landlords can, of course, pursue the debts in civil court even to the point to wage garnishment, but most believe this is futile. Those who did file, did so out of a desire for revenge and professional solidarity – they wanted to damage the tenant’s credit history and warn off other landlords, not actually collect the money.

### *A Tenant is Better Than a Vacancy*

As the head of a Real Estate Investors’ training workshop in Dallas explained: “There’s only one thing worse than a tenant, and that’s *no* tenant.” Although fewer than 10 percent of our respondents had avoided altogether executing any evictions, 83 percent took practical steps to avoid eviction whenever possible. Kicking out a tenant means being ready to absorb the costs of turning over the unit. At best, this entails touching up paint, making repairs, replacing or cleaning the carpet, and forgoing rent until a new tenant is found. Landlords estimate that this may run them anywhere between \$500 and \$1,500. For landlords without cash reserves, eviction is not a sustainable solution to the problem of “bad” tenants. Landlords like Keith explain that when “you’re broke, you don’t have enough money to evict ‘em. It’s gonna cost you a month’s rent, plus a hundred and twenty dollars to file... I’d rather get five hundred bucks a month guaranteed, than worry about lookin’ for a new tenant.” In general, landlords agree that it is better to have a tenant – even one that does not pay in full – than to have a vacancy. For example, Ellen explains that it’s not in her interest to evict for an unpaid water bill, “because we’re getting \$1200, \$1400 over here. I’m not worried about her \$200.” In the low-end market, some rent is almost always better than no rent.

When Abe, who owns eight rentals in Cleveland, explains why he had a tenant living in the unit who was behind on rent, he first defaults to a humanitarian explanation: “Well, I didn’t

want to do that to him,” before remembering the utilitarian one: “...And also selfishly, in my best interest, if somebody’s living in the house when it’s 10 degrees and the heat’s on, he moves out, I’ve got to pay the gas bill and everything anyway. And if the thermostat breaks, you know, the water, it’s just better to have somebody in it.”

Abe’s humanitarian justification, while ultimately secondary to the material explanation in this case, is something that came up frequently in our interviews and acted as a legitimate impediment to executing evictions (issues of social desirability bias notwithstanding). Eviction does appear to bother some landlords on a personal level – particularly small-scale owners who are new to the business. Many of the landlords in our sample claim that they just aren’t “the type to put someone out.”

Rochelle, who manages a 700-unit complex outside of Baltimore, describes how the demands of her business came into conflict with her basic sense of humanity when she bumped into a tenant buying shoes at the mall who was two months behind on rent and in the process of being evicted. “I’m in the line with you [the tenant], and you know I work where I work, and you live where you live, and I got to put you out.” The way she sees it, “you’re making me put you out... That’s not my personality. I’m more of a friendly, upbeat, pleasant, I can’t put somebody out, as far as an eviction. I can’t do it. My heart just won’t allow it.”

Despite this emotional aversion to putting someone out on the street, Rochelle explains that “sometimes you have to be firm because you will be taken advantage of.” Everyone has a breaking point. The turning point for many landlords is when the tenant breaks a promise. For example, Carolyn, who owns 13 properties in Baltimore, explains how personally betrayed she feels by tenants who don’t keep up with rent:

We do this over and over. We let tenants in and we listen to their stories and keep giving them chances and waiting and waiting and waiting. By the time we start the process, they

are really, really far behind on the promises that they've made and not keeping them... if you tell me you are going to do something - because when I tell you I'm going to do something, I'm going to do it... Yeah, I'm ready for you to go at that point.

Of course, not all landlords spend their time “waiting and waiting and waiting” for their tenants to pay. The more professional landlords and property managers, those with large portfolio or who own large complexes, implement a strictly structured eviction process. But in almost all cases, these processes are designed to minimize the number of evictions executed within each landlord's market niche.

### **Why Landlords Give Notice for Eviction**

The execution of an eviction is a double-edged sword for landlords, who must balance the costs of unit turnover with those of allowing a tenant to remain in rent arrears. But this is not the case for *filing*.<sup>v</sup> Filing costs only a nominal fee (if anything), and initiates a legal process that leverages the power of the state both symbolically and physically to encourage the tenant to pay her late rent. Moreover, the process of repeated filing for eviction and charging late fees, even on tenants who are expected to pay their rent, is used by some landlords as an additional revenue source.

#### *Late Fees and the Financial Benefits of Filing*

Most leases contain some financial penalty for late or partial rent payments. Far from a trivial fee, larger landlords and property managers use these fees as a secondary source of income, encouraging them to file for eviction of tenants whom they fully expect to pay their rent and remain in a unit. This strategy was described by a number of respondents, particularly professional property managers in Dallas:

Vanessa, Dallas: The guy stayed there for over a month unpaid. He had been there for probably four or five months. He always paid late. We had become accustomed to receiving his late payments. He'd paid his late fee, which was fine and he would explain [that he] works here and there.

Lewis, Dallas: Yeah, there's late fees and penalties but I'm not, I don't charge every day. I just charge flat rate of late fee per month of five percent. And you know if they're trying, if they're trying to pay the rent like I said, you know, paying \$200 here or you know get it through, I still charge them a late fee but you know, I'm not, I'm not sending them to eviction court.

Dee, Dallas: If their rent's a dollar, and it's late, they still have to pay that 60 dollar late fee.

For property managers, these late fees remain with the property management company (rather than being passed along to the owner) and are often part of the formula for calculating the manager's bonus at the end of the year (along with fees for litter and a failure to clean up pet waste). Because management companies compete with one another on the percentage of rent retained as payment for their services, they look to increase income in ways that don't impact their employer's bottom line; the late fees they retain, then, are often critical to their business model.

### *The State as Collection Agency*

Whether the initial eviction filing is through the courts or comes directly from the landlord's desk, it represents the initiation of a process by which the police power of the state is leveraged on behalf of the landlord to assist in debt collection. The transformation of economic transaction from rent to debt is as much a moral shift as an economic one (Graeber 2014; Lazzarato 2012), legitimizing more direct state intervention in the process than other forms of contract enforcement. This intervention is, of course, ultimately material – in its final stage, a law enforcement official will come to a tenant's home and bodily remove her from the premises – but it is symbolic as well. An eviction filing serves to align the financial position of the landlord with a larger apparatus of civil justice, which deprives the tenant of any recourse short of payment.

The landlords in our sample are nearly unanimous in their assessments of the power of this tool to force a tenant to pay back rent. They recognize that poor tenants generally have a number of competing financial demands; indeed, 48 percent spoke of working out payment plans with tenants going through hard times. But landlords feel they need the threat of eviction in order for their debt to achieve prominence over their tenant's other expenses. Like many landlords, Liam, a middle-aged white landlord in Baltimore, frames this in terms of his tenants' failure to budget:

You file rent notices in rent court and it's about a two-month process and you can file for an eviction if they don't pay. I'll tell you, if we were in the office I could show you a stack of papers this thick for one tenant... Every month like clock-work, filing a notice. And then the whole thing about sending notices, there's a whole procedure, and then about two days before the eviction and we get paid. And the only way we get paid is because of the threat of an eviction. It's sad but similar situations where people do not know how to budget. They live the pay for last week and worry about next week whenever and today is even more of a problem.

Because he lives and works in Baltimore, Liam is referring only to evictions that go through the courts – an immediate and official summoning of state authority. For landlords in Cleveland and Dallas, however, the three-day notice – essentially a certified letter to the tenant – allows for a period of unbalanced bargaining, during which the landlord can extract payment.

### **Coercion and Power: Upsetting the Balance of Exchange**

While the monthly threat of eviction serves landlords as a blunt instrument for reducing non-payment rates, and the financial benefits accrued in late fees are limited, the more experienced landlords in our sample used eviction filings as a process designed to shape tenant behavior and coerce resources from a tenant who must pay her debt or become unhoused. While the choice to rent an apartment is rooted, at least theoretically, in the logics of contractual exchange, the conversion of rent to debt fundamentally reshapes this dynamic. As Graeber points out, “during

the time that [a] debt remains unpaid, the logic of hierarchy takes hold. There is no reciprocity” (2014:121).

### *The Power of Filing*

Many landlords believe that not paying on time is a choice, reflecting either irresponsibility on the one hand, or a pathological value system that prioritizes short-term benefits over long-term financial planning on the other. Liam, quoted above, stated that he is perpetually flummoxed by what he calls the tenants’ “priorities,” or his perception that they pay for other things before rent. Liam continues: “Good example: a tenant is not able to pay the July rent. But she certainly was able to pay for getting her transmission fixed, she was able to do some other things.” Liam tries to make sense of why some tenants don’t pay rent:

I think I will really come down to the fact that some people can’t budget their lives, it’s that simple. It’s an economic thing, maybe tied to a socioeconomic thing – even though we would like to think that maybe as early as fourth grade somebody is teaching them about how to do a budget and stuff.

At the broadest level, landlords hold tenants under perennial threat of eviction to teach their tenants about the consequences of non-payment. Mark, the thirty-something co-owner of a large portfolio of single-family rental properties in Baltimore, speaks about how important it is to be consistent when establishing a regimen of paying rent on time. In Mark’s view, landlords with high vacancy rates actually “create [their own] evictions” by “letting people get sloppy.” In failing to create a no-excuses disciplinary regime, Mark says, “they increase their own vacancy rate.” Mark’s recommended way to prevent this low occupancy is to train tenants:

Our view on that we’re going to take them to rent [court] for anything over \$100 because they are rules [*laughs*]. And, we can’t be selective about the rules, we’re going to enforce them or we’re not going to enforce them. There needs to be a regime, like you know, this is how we behave.

Rather than constantly chasing his tenants for money, he wants them to internalize their responsibilities to pay their rent: “how *we* behave.” In other words, he’s attempting to instill moral values of hard work and responsibility in order to make them more profitable tenants.

While Mark’s theory is based on an uninformed understanding of his tenants’ spending, his practice of filing for evictions regularly is very effective at reducing his lost rent. Mark owns and manages about 400 single-family units in Baltimore. When we interviewed him, he shared his spreadsheets tracking rent receivables with us. Like many landlords in his market niche, he had a high incidence of late rent – about 20 percent of his voucher tenants and 30-45 percent of his market tenants did not pay their rent on time in any given month (totaling about 100 late tenants a month). Nevertheless, Mark executed only a handful of evictions each month because, he claims, his tenants know that they will be held to the terms of the lease and thus pay him on time.

*Filing* for eviction turns the punitive action of executing the eviction into a threat that can serve as a corrective action. In less routine cases, it can be used to extract services from tenants well outside the boundaries of the lease. Arthur primarily rents to voucher holders, most of whom only pay a small portion of their contract rents. Nevertheless, he described himself as strict; even if a tenant is “having a tough month” they still need to come up with their portion of the rent, no exceptions. He spoke at length about one couple who owed \$300 in rent “because [they were] getting some subsidy from the state, yeah? But [they] couldn’t meet [their] end of the bargain.” Arthur said that if these tenants had not communicated with him about their situation, he would have been forced to send the case to eviction court to get his payment:

And if they talk to us, they work with us, a payment plan or something or other...we’ll work with it. If they don’t, then a court date would be applied for and they’d have their day in court. Once it reaches that stage... if they’ve got access to any funds or an agency

or whatever, on the day of the court they'll come up with a wad of money saying, "Please don't put me through this."

That's the first warning shot across the bow. For those that actually make it for the court system, it's probably about 50% of that. So, two to three who don't respond positively so we have to go to the next step.

But like many of his tenants, this couple came to talk to him first, which meant he could hold off on eviction. Arthur respected this decision, saying:

That took courage in itself, it's like they're coming to meet a stranger and talk about personal business. But they plopped themselves down, and what they had...they had a deal for me. They said, 'Look, we've got a proposal.' Her husband...this guy, his trade is social housing and flipping apartments, decorating. He's a practical guy. And they said, 'Can we work our debt off?'"

At first Arthur was concerned about this proposal; the man had a medical history and he was worried about liability if he had the man do work on his place. So, he called his doctor who gave the man a green light: "We sorted it out. The doctor gave me everything I wanted. And that's exactly what happened. He did a fantastic job to flip two apartments so it didn't cost me anything in terms of [labor]... and his rent account's now under control."

Having received the bulk of his rent from the housing authority, Arthur was able to get two apartments "flipped" (by which he means painted and carpeted) for \$300, far less than he would have needed to pay a laborer to do the same job. Aside from the questionable legality of Arthur's strategy, the story illustrates how the threat of eviction allows landlords to extract material resources that an actual eviction might be even less likely to afford them.

### *The Teeth: The Coercive Potential of Small Debts*

At times, the value of a tenant – even one paying only partially – leads landlords to go to great lengths to hold on to tenants and avoid eviction. This is especially the case with voucher tenants whose rent is paid in large part directly to the landlord by the Public Housing Authority. Because voucher tenants are required to pay 30 percent of their income to the landlord, the total



tenant payment can be quite small and thus landlords can decide to what degree to enforce timely payment. In some cases, the cash value of the tenant's portion falls far below the amount of leverage a landlord acquires over a tenant in arrears. This is because tenants in the program cannot move to a new property until they have paid up what they owe their current landlord. This stipulation is one of the added benefits of renting to a voucher holder in Baltimore, what landlords refer to as the "teeth" of the program (Rosen 2014).

Frederick, the middle-aged owner of nearly 100 single family homes rented to voucher families, found himself in a common scenario: He had a tenant, a young woman named Leatha, who was part of the Baltimore Housing Mobility Program (BHMP), where tenants receive housing vouchers.<sup>vi</sup> Although Frederick was getting the majority of the rent directly through the program, he had some problems with Leatha. Frederick explained that she "was one of the people that I helped out." Frederick so valued the substantial rent portion coming from the BHMP, that he had frequently forgiven her small amounts of debt, and he worked hard to keep her in the unit despite complaints from the neighbors about noise and traffic coming in and out of the house. "She had daughters, guys in and out, and I guess they were a little fast," Frederick explained. Frederick talked to Leatha about the noise and the late-night visitors: "I told her, 'You're gonna have to address that problem with your daughters because it's becoming an issue with your neighbors. If it continues you can ... get evicted and then they will put you off the program.'"

After this threat, the complaints from the neighbors subsided, and for a while it seemed the "teeth" were working. But, Frederick says, "Once I addressed the problem, I guess she got tired of me." It was clear to Frederick that Leatha wanted to move. The hitch was, she owed him money: Frederick had remodeled the home before Leatha moved in, but she had already done

damage to the carpet and the kitchen cabinets. Plus, she owed him back rent from her portion. In total, she owed him \$4,600. And Frederick knew that participants in the BHMP – as with regular vouchers in Baltimore – have to settle any outstanding debt with their current landlord before moving without risking their voucher. So, Frederick was surprised when he saw a moving truck out front. “I’m like, ‘What’s going on?’ So I go there and she’s like, ‘Well, we moving.’ ‘How did you manage that? You didn’t notify me.’ Frederick explains:

What ended up happening is she had moved, got another place on the same program. So, I contacted the director of the program and asked him how as that possible that she can make that happen, and he said, “I’ll look into it.” So he contacted me back, he was like, ‘Well if she does have an outstanding balance and she did damage your property then you need to take her to court.’ So that’s what I did. I took her to court, I got a judgment against her, once I got the judgment I took it to him, so he started the process to kick her off of the program.

But this is where things got interesting. When Frederick set this process in motion, it was not just the tenant’s voucher that was jeopardized, but also the *new* landlord’s acquisition and retention of the voucher tenant; if Leatha lost her voucher, she would be unable to afford the rent in the new home. Frederick explains what happened next: “Once she made contact with her new landlord he contacted me and he begged me to let him pay the money that she owed me in order to keep her as a tenant. I agreed in order to get my money, so... she was able to stay on the program.” When we asked Frederick why a landlord would do this rather than just evict someone, he described how he understood the underlying motivations:

Once you have a tenant move in ... it takes a while [to get the tenant out]. First she has to go through the eviction process, so that’s sixty days with no rent. And [in this case] because she was getting kicked off... the program, so he was not going to get that money and then she’ gonna stay there because she don’t have anywhere to go. And probably more than likely she had messed his property up, he’s going to have to get in there, fix that... So in order to avoid all that, he thought about it and said, “Well, I might as well give this guy [Frederick] a couple grand, and keep her. I’ll still get the income and make her pay it back maybe over a period of time.”

Even though Leatha owed Frederick \$4,600, he accepted \$4,000 from the landlord as a gesture of

goodwill. In Frederick's case the "teeth" of the voucher program – the fact that Leatha owed him money, jeopardizing her voucher – did not serve to keep her as his tenant, but it did entitle him to a sort of informal compensation payment from the new landlord. And in many cases, this sort of debt keeps voucher tenants from moving, allowing their landlords to continue reaping the benefits of their reliable rental payments.

### *Tenant Rights and Debtor Rights*

Eviction judges in all three cities were sometimes willing to grant clemency for tenants in particular circumstances, but the question of late rent took prominence over other issues. While many cities have a system of rent escrow – whereby tenants can legally place rent with a third party in order to force repairs – this issue is treated as separate from late rent. In other words, except in cases of unsafe or hazardous conditions,<sup>vii</sup> tenants' appeals for repairs and landlord's appeals for late rents are treated separately; code violations are not an impediment to eviction.

Landlords such as Thon, who owns 10 single-family rentals in Dallas, are entirely aware of the fact that judges will often simply overlook repair issues if the landlord argues that the tenant was late on her rent.

I go down to the Justice of the Peace, let them find a judge and I argue my case and she argues her case. And you hope to get a good judge who understand this economics and she's just not paying no matter what goes on wrong in the place, she has to pay and then I can fix that. She's going to hold me accountable, but she's got to pay that no matter what. But if you are two or three months behind and you ain't paying nothing, that's a slam-dunk case.

Thon's assessment of a "slam-dunk case" in Dallas aligns strongly with our observations when we accompanied landlords to housing court and observed not only our respondents' case, but others throughout the day. In the vast majority of cases, the tenant would not appear for the eviction judgment. When a tenant did appear, they would often begin to argue their case in front of the judge – charging that the landlord was not repairing the property, that payment was

forthcoming, and so forth. Because the housing courts are overbooked and understaffed (PJC 2016), the judge would often cut off such arguments mid-sentence and ask, “Do you owe the amount that the landlord claims you owe?” If the tenant answered in the affirmative (which they always did during our observations), the judge would immediately rule in favor of the landlord. The judge would then suggest that if the tenant wanted the landlord to make repairs, she should file for rent escrow.

While some tenants do file for escrow, the content of this interaction makes clear the degree to which eviction strengthens an already unequal power dynamic (Bezdek 1991). While the tenant often expected the court to support some form of compromise or negotiation with the landlord, they instead found only the degree to which the threat of eviction puts them in a legal position with little bargaining authority.

Some landlords use the threat of eviction more perniciously to sidestep eviction law. Charlie, a middle-aged Vietnamese landlord in Dallas, describes how this works. He said that overall, he’s fairly willing to work with tenants to get their late rent, particularly voucher holders who are generally more willing to pay because they don’t want to lose their subsidy:

This is something about Section 8 tenant. Every time that I do something they all come back crying and say, “If you could take me to court, I will lose the voucher,” blah, blah, blah, blah. “I have children.” So when that happens I always actually give them the opportunity to work it out.

This payment plan puts the landlord in a position of power, which they can then use to influence tenants in other ways. Charlie finds that holding the threat of eviction over a tenant’s head (especially voucher holders) improves their behavior:

They all know that if they screw up with me – if I evict them – then they lose the voucher. And if they lose a voucher, chances are they aren't getting another voucher, the chance they will live in a comfortable way is nil. And so, therefore, they, you know, they behave better... I do have uh Section 8 tenants who don’t pay. I do have Section 8 tenants who live very dirty. But [with] a lease, they know that unless they have an exit means,

unless they have already secured a voucher somewhere else, then that's when they are free to do whatever they want with me. But before that, then they behave well.

When asked how tenants' behavior changes when they know that they are not going to be able to leave with the new voucher, Charlie says, "It's day and night. They start you know yelling, cursing. You name it."

In several cases, landlords noted that when a tenant is late on their rent, even if only a small amount, they are able to use that as a pretext for an eviction motivated on grounds that would be otherwise unallowable. Charlie told us about several tenants with whom he moved from negotiation to an immediate eviction filing when he felt they otherwise stepped out of line. The first tenant was one he had been working with for six months on a plan to repay the rent she owed. While he had grounds to file for eviction months earlier, he did not act until she "hit [his] button" during an argument where she threatened to take him to court for not properly cleaning up after a rare Dallas snowstorm. It was at this "turning point that I decided that whatever it took I would get her out. And I did." Charley discontinued the payment plan and filed for eviction immediately.

In a second case, Charlie learned that two of his tenants, a woman and her daughter, were the family members of a previous tenant who had been arrested and previously evicted from the complex. Charlie has a low tolerance for criminal behavior, and did not want the family members of this man on his property. "Certain people around here they are lifelong criminals... But here, I deal with them swiftly. The moment I know something, I will find a legal reason to take care of it." In the case of this family he said, "the moment that they missed a payment, then we act on it. Because you know the eviction here we can actually evict based on the fact that you missed a payment." Neither threatening to sue a landlord, cussing him out, nor being the family member of a criminal are legal grounds for eviction. However, because these tenants were under

threat of eviction due to rental arrears, it was a simple matter for Charlie to get them out of his units when the time came.

## **DISCUSSION & CONCLUSION**

Previous research has established the importance of eviction as an understudied, though critical, source of residential instability (Desmond 2012, Hartman and Robinson 2003). Here, we shine a spotlight on the extended period of eviction *before* a tenant is physically put out of the home, rather than the discrete moment of expulsion. Landlords file for eviction far more often than they go through with the eviction process in its entirety. Why do such a small percentage of eviction filings result in actual evictions? We seek to understand this process of *evicting* – short of *eviction* – from the landlord’s perspective, and to shed light on its consequences for the landlord-tenant relationship. We emphasize the importance of the period of time during which a tenant may be living under the threat of eviction, but importantly, is still living in the home and maintaining a relationship with the landlord.

We find that landlords use the threat of eviction – often stopping short of the actual act – for two reasons. First, there are economic reasons: eviction is expensive, whereas the *threat* of eviction is less costly. Landlords and property managers can often earn small, but not insignificant, sums of money by collecting the fines and fees associated with eviction filing. Even more, landlords can hold the threat of legal action over a tenant as means of getting them to pay up, and they can strategically time the eviction to minimize vacancy and maximize cash flow. In this way, the threat of eviction operates less as a means to get the tenant out of the property, and more as a tool to squeeze money out of a tenant.

Second, the threat of eviction both reflects, and leverages the hierarchical relationship of debtor-creditor, rather than merely tenant-landlord. Facilitating indebtedness by allowing tenants

to get behind on rent puts the landlord in a position to initiate the paperwork for eviction to get rid of the tenant *at any time and for any reason*. Threat – whether legally backed with a filing, or informally communicated to the tenant – can be used to influence behavior, creating constrained consumers with greatly reduced support from the state (Lazzarato 2012). Landlords report that under the threat of eviction, tenants are less antagonistic, less likely to report maintenance issues, and even willing to help with home repairs.

In these ways, *filing* for eviction to create a threat rather than an expulsion turns a purely punitive action into a “corrective” one. Landlords know this lesson well and use it to their advantage. This results in a precarious, contingent tenure for tenants. The literature on debt well establishes the negative toll wrought by financial insecurity. We contribute to this conversation by suggesting that rental debt – more common than previously thought – may incur similar negative effects.

Although we did not speak to the tenants housed by the landlords in our sample, we hypothesize that “contingent tenure” matters not just because of potential physical instability, but because of the more amorphous emotional and biographical insecurity that it creates. The threat of housing insecurity may also have effects on wellbeing. The relationship between contingent tenure and health is demonstrated, albeit indirectly, by recent evidence on housing foreclosure. As with eviction, the loss of a home to foreclosure is correlated with a host of negative outcomes for families (Tsai 2015). But importantly, many of the negative health effects, both physical and mental, emerge not when a home is lost, but during the time period from the first arrearage up until the relocation (Alley et al. 2011; Libman, Fields, and Saegert 2012). Not only does the process of foreclosure induce shame and fear of social stigma (Keene, Cowan, and Baker 2015),

but the stress and uncertainty associated with a foreclosure filing reduces well-being even if ownership is eventually retained.

The emotional, psychological stressor of insecurity takes a toll. A contingent tenure provides a context in which routines cannot be established and “biographical continuity” is not assured, resulting in what Giddens (1991) termed “ontological insecurity”.<sup>1</sup> This concept is most clearly evidenced in distinction between renting and homeownership (Saunders 1989). But the loss of control associated with the threat of eviction presents an extreme case of ontological insecurity (Dupuis and Thorns 1998; Manturuk 2012). In Purser’s words: “the specter of forced displacement – and homelessness – looms large” (7). At the community level, having entire neighborhoods trapped in a “circle of dispossession” (Purser 2014) can limit individuals’ inclination to invest in their communities, organize for common goals, form strong ties, and implement collective efficacy (Sampson 2012).

Our findings emphasize the importance of paying attention not just to evictions that result in formal displacement of families from their homes, but also to the precarious and power-laden relationship of landlords and tenants while tenants are in the home. While involuntary relocation is a main driver of residential instability in poor neighborhoods, focusing on the terminal moment in the eviction process underestimates the impact of the eviction system on the lives of the poor. The threat of eviction also represents a key force in families’ lived experiences. Poor tenants live in a constant state of housing insecurity, fees, and legal sanction, with substantial negative impacts for their sense of safety, home, and community. The threat of eviction has important consequences on the tenant’s rental experience, providing an omnipresent signifier for poor renters that a house is not home.

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<sup>1</sup> See Greif (forthcoming) for an example of how ontological insecurity impacts the supply side.



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**Table 1: Sample Demographics**

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Total Sample	n	129
Baltimore	n	36
Cleveland	n	58
Dallas	n	35
Respondent Race		
Black	%	40.2
White	%	46.7
Other	%	13.1
Respondent Male	%	60.5
Business Size (Units Owned or Managed)		
Small (1-5 Units)	%	21.7
Medium (6-30 Units)	%	40.0
Large (31-100 Units)	%	16.7
Huge (100+ Units)	%	21.7
Business Type		
Landlord	%	76.8
Property Manager	%	30.4

*Source: Tabulation of respondent demographics.*

Note: Business types are not mutually exclusive.

## Endnotes

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<sup>i</sup> In most cities, the initial notification of eviction to a tenant in debt arrears occurs in the form of 3 or 5 day notices, which are not recorded by the court. In Baltimore, the initial notification is part of the official record, allowing for administrative data to unmask the frequency of eviction threats.

<sup>ii</sup> For landlords with portfolios in high poverty neighborhoods, the comparable residential stability of subsidized tenants makes that market particularly desirable (Rosen 2014).

<sup>iii</sup> The “focal property” represents the listing from which the landlords was sampled, which was highlighted in our data interview protocol. Landlords often owned properties in multiple neighborhood contexts, meaning that far more than 50 percent owned at least one property in a high-poverty tract.

<sup>iv</sup> Cash incentives were offered for several reasons. Participating in research represents a time commitment for respondents with no direct benefits to them. Thus, it is appropriate to offer some compensation for their time. Most importantly, interview compensation is designed to increase response rates and reduce bias inherent in speaking only to those who are especially motivated to speak with researchers (often because they have a grievance to air). This is particularly critical when recruitment is conducted over the phone. Participants in this study generally viewed the compensation as a courtesy. Nevertheless, fieldworkers emphasized non-financial motivations for participation during recruitment.

<sup>v</sup> For the sake of parsimony, we use the term “file for eviction” to mean initiate the eviction process, either by giving notice to the tenant or making a complaint in court.

<sup>vi</sup> BMHP issues vouchers like those in the Housing Choice Voucher but with a mobility stipulation.

<sup>vii</sup> A 2017 Baltimore case established for the first time that threats to health and safety represented a legitimate reason for non-payment. Non-threatening maintenance issues, however, remain secondary to rent cases.