

5-2017

Report on the 2016 Rent Court ADR Pilot for the District Court of Maryland in Baltimore City

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REPORT ON THE 2016 RENT COURT ADR PILOT FOR THE DISTRICT COURT OF MARYLAND IN BALTIMORE CITY

Submitted: May 2017

Prepared by
CENTER FOR DISPUTE RESOLUTION University of Maryland Francis King Carey School of Law



Acknowledgements

This report was prepared by the Center for Dispute Resolution at the University of Maryland Francis King Carey School of Law (C-DRUM) and funded by a Conflict Resolution Project Grant from the Maryland Judiciary's Mediation and Conflict Resolution Office. This report was developed at the request of the District Court of Maryland Alternative Dispute Resolution (ADR) Office for the purpose of providing further analysis of the implementation and impact of the Rent Court ADR Pilot in the District Court of Maryland for Baltimore City.

The report was authored by C-DRUM staff Anastasia Watson Smith, Director of Special Projects and Toby Treem Guerin, Managing Director. Others contributing the data gathering and information present in the report include C-DRUM Fellow Jason Rubinstein and Mediation Clinic students Samriti Madan and Joseph Damiano.

Support for the report was also provided by the staff of the District Court ADR Office, notably Maureen Denihan, Executive Director and Shannon Baker, Deputy Director and Quality Assurance Director. Data collection was provided by District Court of Maryland ADR Office summer 2016 intern, Benjamin Smith.

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Executive Summary

Overview

The District Court of Maryland’s Alternative Dispute Resolution Office (ADR Office) provides mediation and settlement conferences for civil cases, including landlord and tenant matters, in twenty-one courthouses across Maryland. In Baltimore City, the ADR Office arranges day of trial mediation and settlement conferences during the daily afternoon docket. ADR services are provided through a roster of trained volunteers, and pre-trial mediation in partnership with the Mediation Clinic at the University of Maryland Francis King Carey School of Law.

In Baltimore City most failure to pay rent cases are assigned to a dedicated courtroom, often referred to as “Rent Court.” In these summary ejectment proceedings, the issues before the court are limited to whether there is rent due and owing and, if so, how much. The annual volume of cases filed for failure to pay rent is high—over 150,000 cases in fiscal year 2016.¹ This high case volume puts pressure on the Court to adjudicate each case in a timely manner consistent with statutory requirements.² Prior to the Pilot, the District Court of Maryland’s ADR Office had not routinely provided day of trial mediation and settlement conferences for “failure to pay rent” cases.

The proceedings in Baltimore City Rent Court differ from standard courtroom procedures for other dockets and may be confusing to unfamiliar litigants. The specific differences include: landlords and tenants check in with separate clerks; cases are listed by property address and are called by docket numbers, often in batches, rather than by the names of parties; cases are heard briefly or held to the end of the docket for trial; the courtroom is often crowded and it can be difficult to hear the announcements made by the clerks. Substantively, an adverse decision for a tenant in Rent Court, typically a default or consent judgment, can lead to an eviction, damage credit history, and impact subsequent rental applications. Because of these docket pressures and the nature of the Rent Court proceedings, concerns have been raised about the resulting impact on litigants, most of whom are self-represented.

Courthouse constraints, docket pressures and the impact of an adverse judgment for a tenant have led the Judiciary and tenant advocates, particularly the Public Justice Center and Maryland Legal Aid, to consider mechanisms to improve the litigant experience in Rent Court. One concern identified by tenant advocates is the lack of “voice” for tenants in the fast-paced, and often confusing, court setting. This concern led the District Court and its ADR Office to consider whether ADR services could be expanded in the Baltimore City location as one tool, among others, to improve the current Rent Court structure.

¹ See www.mdcourts.gov/district/statistics/2016/Fy2016.pdf, last visited April 25, 2017.

² See Maryland Code RP Article 8-401 et seq.

After several months of planning the District Court ADR Office and the staff of the District Court for Baltimore City civil division launched the Rent Court ADR Pilot. The Pilot, which is the subject of this report, began on April 25, 2016 and concluded on September 30, 2016.

Design

The ADR Office developed a design for the Pilot in consultation with Mark Scurti, Associate Judge in Charge, Civil Division, District Court for Baltimore City, other court representatives, and landlord and tenant advocates. ADR would be offered only for the 8:30 a.m. docket. The ADR volunteer would make an announcement describing ADR and its availability, and a litigant could request ADR by completing a bright orange interest sheet entitled "Notice That Party is Interested in Participating in Alternative Dispute Resolution (ADR)" (ADR Interest Form). The ADR Office developed a program to introduce volunteers to these Pilot procedures and provided an orientation to 13 volunteers on April 1, 2016. Over the course of the Pilot the ADR Office made minor adjustments to the program to readily address particular concerns. Although the ADR Program regularly schedules settlement conference attorneys and mediators to provide services on the day of trial, all of the ADR practitioners involved in the Pilot were mediators.

Implementation

The Pilot ran over a 23-week period, starting on April 25, 2016 and concluding on September 30, 2016. In summary, volunteer mediators were present on 22 of the 23 weeks of the Pilot, for a total of 36 of the 112 days. Over the course of the Pilot ADR practitioners conducted 37 mediations resulting in 30 agreements. Of the 13 trained mediators, ten volunteered at least one time over the course of the Pilot, six of whom were District Court ADR Office or other Maryland Judiciary staff.

A practitioner mediated at least one case on 26 of the 36 docket days covered (72%) and two or more mediations occurred on 10 of the 36 docket days (28%). On average, one mediation occurred for each volunteer day. All of the mediations involved at least one self-represented party. The average length of time for a mediation session was 1.07 hours.

The program received 73 requests for ADR services and 43 referrals to the ADR practitioner. Of the 43 referrals to ADR, 37 resulted in a mediation. The large majority of requests for ADR came from tenants (94%), followed by landlord and tenant (4%), and then landlord only (2%).

During the Pilot, 81% of the cases that went to mediation reached an agreement (30 out of 37). Of the 30 agreements, 23 were full agreements (77%) and seven were partial agreements (23%). Two-thirds of the agreements reached were written and the remaining one-third of the mediation agreements involved unwritten agreements. The agreements reached during mediation addressed issues beyond the Rent Court's limited authority. All of the written

agreements addressed the issue of rent *and* at least one additional issue such as the terms of the lease, living conditions, payment of utilities, or the desired legal disposition of the case.

Analysis

This report identified several assumptions to assess the viability and replicability of the Rent Court ADR Pilot in the District Court for Baltimore City.

Assumption 1: There is sufficient case volume, volunteers, and space in the District Court for Baltimore City during the 8:30 a.m. and 10:45 a.m. Rent Court dockets to support a permanent ADR program.

The Pilot demonstrated that the consistent case volume and the high likelihood of volunteer receiving an ADR referral supports the scheduling of ADR volunteers during the 8:30 a.m. docket. The experience of the Pilot does not support the regular scheduling of ADR volunteers during the 10:45 a.m. docket at this time due to space constraints and the current capacity of the ADR Office volunteer roster.

Assumption 2: Day of trial Rent Court ADR provides a positive ADR experience for both practitioners and participants.

Data from ADR Participant Surveys in other ADR Office programs consistently point to participant satisfaction with the ADR process, in particular the ability to talk and be heard. New research sponsored by the Maryland Judiciary also found that participants in District Court ADR processes were more likely to report that they could fully express themselves and resolve all the issues; when an agreement was reached, participants were also more likely to be satisfied with the judicial system than those that did not engage in ADR. The Pilot examined whether ADR in Rent Court would support these same conclusions.

Based upon analysis of the self-reported data on the ADR Participant Survey forms the participants in mediation expressed a strong positive view of the process and satisfaction with the outcome reached. The participants' feedback indicates that mediation provides litigants with opportunities that are not currently available in Rent Court: namely, that participants in mediation have enough time to say what they want to say and discuss all issues they want to address.

Assumption 3: Implementation of the Baltimore City Rent Court Day of Trial ADR program can be a model for implementation of similar programs in other jurisdictions.

A review of the ADR Pilot suggests that the program is a model for implementation of similar programs in other jurisdictions, with some key considerations. In this instance, the planning and orientation for staff and volunteers contributed to the success of the program. When determining where and when to launch a Rent Court ADR Program, managers should assess the need and the capacity of the current ADR volunteer roster and the relationships with

court staff. Each program should be tailored to the needs and circumstances of the local courthouse and allow for flexibility during implementation.

Introduction

Background

The District Court of Maryland’s Alternative Dispute Resolution Office (ADR Office) provides mediation and settlement conferences for civil cases, including landlord and tenant matters, in twenty-one courthouses across Maryland. In Baltimore City, the ADR Office arranges day of trial mediation and settlement conferences through its roster of trained volunteers, and pre-trial mediation in partnership with the Mediation Clinic at the University of Maryland Francis King Carey School of Law. Prior to the Pilot, the ADR services were not routinely available to litigants on the failure to pay rent docket.³ In Baltimore City most failure to pay rent cases are assigned to a dedicated courtroom, often referred to as “Rent Court.” In these summary ejectment proceedings, the issues before the court are limited to whether there is rent due and owing and, if so, how much. The annual volume of cases filed for failure to pay rent is high—over 150,000 cases during fiscal year 2016.⁴ This high case volume puts pressure on the Court to adjudicate each case in a timely manner consistent with statutory requirements.⁵

The proceedings in Baltimore City Rent Court differ from the standard courtroom procedures for other dockets and may be confusing to unfamiliar litigants. Such differences include: landlords and tenants check in with separate clerks; cases are listed by property address and are called by docket numbers, often in batches, rather than by the names of parties; cases are heard briefly or held to the end of the docket for trial; the courtroom is often crowded and it can be difficult to hear the announcements made by the clerks. Substantively, an adverse decision for a tenant in Rent Court, typically a default or consent judgment, can lead to an eviction, damage credit history, and affect rental applications. Because of these docket pressures and the nature of the Rent Court proceedings, concerns have been raised about the resulting impact on litigants, most of whom are self-represented.

Two reports published in 2016, one by the Public Justice Center (PJC)⁶ and the other by Maryland Legal Aid,⁷ highlighted some of these concerns. Many of these issues derive from the expediency with which the proceedings take place, resulting in a system often viewed by tenant advocates as skewed toward the landlord. The PJC Report emphasized, “non-payment of rent cases are fast-tracked, proceeding along a ‘summary ejectment’ scheme designed for easy use by a variety of players in the landlord industry.”⁸

³ Prior to the development of a Rent Court ADR Pilot, ADR services were only available for the general civil afternoon docket that the Fayette Street location of the District Court for Baltimore City.

⁴ See mdcourts.gov/district/statistics/2016/Fy2016.pdf, last visited April 25, 2017.

⁵ See Maryland Code RP Article 8-401 et seq.

⁶ Public Justice Center, *Justice Diverted: How Renters are Processed in the Baltimore City Rent Court* (December 2015) (hereinafter *Justice Diverted*).

⁷ Maryland Legal Aid, *Human Rights in Maryland’s Rent Courts: A Statistical Study* (September 2016).

⁸ *Justice Diverted* at 4.

Both the PJC and Maryland Legal Aid concluded that the Rent Court system works in the landlord's favor, often at the expense of the tenant, and that tenants lacked a "voice" in these proceedings. The reports concluded that the system discouraged tenants from offering evidence in their case, even when they had legitimate defenses to not paying their rent.⁹ In Rent Court, tenants "encounter[ed] systemic obstacles that minimize their voices and participation."¹⁰ When tenants come to court ready to present their legitimate defenses, they are often diverted to "hallway resolutions,"¹¹ in which tenants are engaged by landlord agents prior to court in hallway negotiations.¹²

ADR Program as a Potential Solution

It was largely the concern about the lack of voice afforded to tenants in Rent Court, which led the District Court to consider whether the expansion of day of trial ADR services could include cases in Rent Court. For landlords, ADR could offer a similar opportunity to explore underlying issues with the tenant, such as payment schedules, which Rent Court would not otherwise address. Recent research sponsored by the Maryland Judiciary concluded that participants in District Court ADR processes were more likely to report that a) they could express themselves, their thoughts, and their concerns; b) all of the underlying issues came out; c) the issues were resolved; and d) the issues were completely resolved. Participants who reached agreement in ADR were also more likely to be satisfied with the judicial system than those that did not engage in ADR.¹³ These findings encouraged the Court and the ADR Office to consider ADR as one tool, among others, to address the concerns about the current Rent Court structure. In November 2015 John P. Morrissey, Chief Judge District Court of Maryland, convened a meeting with the ADR Office staff, staff of the Judiciary's Mediation and Conflict Resolution Office (MACRO) and the Access to Justice Department, and Dorothy Wilson, Associate Judge for the District Court of Maryland, to discuss available resources for participants in Rent Court. A proposal and timeline to pilot ADR in Rent Court emerged from the discussion.¹⁴ The expansion of ADR into Rent Court occurred quickly because of the pre-existing ADR Program for the civil afternoon dockets.

⁹ *Id.* at v and 29.

¹⁰ *Id.* at iv.

¹¹ Based on observations of Rent Court proceedings for this report, landlord agents routinely have settlement discussions with tenants before the court proceedings begin. Often when a case is called, if a tenant disputes that rent is owed or the amount, the parties are told to go outside of the courtroom to see if a settlement can be reached and disputed claims are considered at the end of the docket.

¹² *Justice Diverted supra* note 6 at 28. PJC found that nearly half of tenants participating in these negotiations believed they were legally obligated to engage in the discussion, and concluded that these negotiations feature a wide power imbalance and prevent many tenants from being heard. *Id.*

¹³ The Impact of ADR on Responsibility, Empowerment, Resolution, and Satisfaction with the Judiciary: Comparison of Self-Reported Outcomes in District Court Civil Cases, Maryland Administrative Office of the Courts, (April 2014) at 46 *available at* <http://www.courts.state.md.us/macro/pdfs/reports/impactadrdistrictcivildcases2014report.pdf>.

¹⁴ Approval to pilot ADR in Baltimore City Rent Court was provided by key District Court staff including, Chief Judge Morrissey, Roberta Warnken, Chief Clerk District Court of Maryland; Barbara Waxman, Administrative Judge, District Court of Maryland for Baltimore City; Mary Abrams, Chief Clerk, District Court of Maryland for Baltimore City.

The Rent Court ADR Pilot developed by the ADR Office made the following three assumptions. These assumptions serve as the basis for this report:

1. There is sufficient case volume, volunteers, and space in the District Court for Baltimore City during the 8:30 a.m. and 10:45 a.m. Rent Court dockets to support a permanent ADR program.
2. Day of trial Rent Court ADR provides a positive ADR experience for both practitioners and participants.
3. Implementation of the Baltimore City Rent Court Day of Trial ADR program can be a model for implementation of similar programs in other jurisdictions.

For purposes of the Pilot and this report, the only ADR process considered is mediation. Although the ADR Program regularly schedules settlement conference attorneys to provide services on the day of trial, all of the ADR practitioners involved in the Pilot were mediators.¹⁵

Developing the ADR Program

Program Design

Since the Rent Court docket operates differently than the traditional general, civil afternoon docket in Baltimore City, the ADR Office made adjustments to the standard ADR program and volunteer practices. The high volume of failure to pay rent cases are distributed over three daily scheduled dockets, 8:30 a.m., 10:45 a.m., and 1:15 p.m. The inclusion of an ADR program could not disrupt the flow of the scheduled cases nor interfere with the docket management system or obligations of the parties.

When to provide ADR services?

The ADR Office proposed that ADR practitioners provide services during the 8:30 a.m. docket only, given the consistent volume of cases and the availability of space for ADR services in the morning. As with any ADR program, the duration and number of mediations on a particular day is uncertain. During the course of the pilot, the ADR Office requested, and Mark Scurti, Associate Judge in Charge, Civil Division, District Court for Baltimore City, agreed to allow mediations that originated from the first morning docket to continue beyond completion of the 8:30 a.m. docket if needed.

How to refer cases?

The Rent Court docket relies on an entirely paper-based system. The case documents typically contain the complaint for each case with any papers attached by the landlord when filed. Instead of the case file and corresponding computer-based system used elsewhere in the courthouse, Baltimore City Rent Court largely uses the "Failure to Pay Rent-Landlord's Complaint for Possession of Rent Property" form DC-CV-82. Typically, for day of trial mediations in general

¹⁵ In Maryland court-related mediation is defined as "a process in which the parties work with one or more impartial mediators who, without providing legal advice, assist the parties in reaching their own voluntary agreement for the resolution of all or part of a dispute." Maryland Rule 17-102(g).

civil cases, the courtroom clerk provides the ADR practitioner with the case file when the parties agree to try ADR. Due to the nature of Rent Court documentation, it was decided that the mediator leave the paper filings in the courtroom. Instead, the ADR practitioner would ask the parties for their paperwork and copy the case information into the necessary fields on the ADR data collection forms. This allowed the paper filings to remain in the courtroom, serving as a physical reminder to the Court that the parties were not present and the case was in mediation.

When to refer cases?

The overwhelming majority of Rent Court cases involve landlord agents or attorneys who often have many cases on a docket. If an agent or attorney participates in ADR they would no longer be available in the courtroom, resulting in the inability for the Court to hear other cases involving that agent or attorney. This would disrupt the standard court process and inconvenience other tenants whose cases could not be heard until the attorney or agent returned to the courtroom. The ADR Office and Judge Scurti decided that, for cases where an agent or attorney agreed to participate in ADR, the judge would hear all of those agent or attorney's cases either before or after the agent or attorney participated in mediation.

How to request ADR?

The ADR Office developed a bright orange interest sheet entitled "Notice That Party is Interested in Participating in Alternative Dispute Resolution (ADR)" (ADR Interest Form), and a simple protocol to request ADR. The scheduled volunteer mediator makes an announcement to those present in the courtroom prior to the judge taking the bench. The announcement, similar to the process used by ADR practitioners in the civil afternoon docket, explains the process of mediation and how to request it. The ADR practitioner distributes brightly colored interest forms upon request, and the forms are available at the check in tables for both plaintiffs and defendants. The individual completes the ADR Interest Form, returns it to the volunteer or clerk, and it is placed with the complaint. The bright orange color serves as a simple visual cue of the request for ADR. When the judge calls a case with an ADR Interest Form, the judge acknowledges the request of one or both parties, inquires whether both parties agree to mediate, and refers the case to the ADR practitioner. The ADR Office and Court determined that cases where both parties requested ADR would receive referral priority.

Collaboration Partners and Volunteer Orientation

In February 2016, ADR Office staff attended a Rent Court Roundtable¹⁶ meeting at the District Court for Baltimore City. The Roundtable participants included stakeholders such as judges, court staff, Sheriff's office staff, landlord management representatives, PJC representatives, Eviction Prevention representatives, and others with an interest in failure to pay rent cases. Shannon Baker, District Court of Maryland ADR Office Regional ADR Programs Director

¹⁶ The "Rent Court Roundtable" is a regularly scheduled meeting of judicial and administrative court personnel and community stakeholders, convened by Judge Mark Scurti to address issues concerning Rent Court.

for Baltimore City, informed the participants about the pilot program and solicited volunteers and assistance with the orientation for their ADR practitioners.

Ms. Baker gathered existing materials from previous presentations on failure to pay rent and revised them for the Pilot along with input from the various Roundtable organizations. Ms. Baker also consulted Baltimore City District Court judges Mark Scurti and James Green regarding potential ethical issues which might arise during the ADR process. Once the orientation agenda was finalized Ms. Baker selected key ADR Office staff to serve as presenters. A subset of experienced practitioners on the Baltimore City volunteer ADR roster received invitations to the orientation. The ADR Office extended invitations to ADR Practitioners with familiarity with the program forms and procedures and a demonstrated flexibility regarding programmatic changes. In total 21 individuals were invited to the orientation representing a diversity of practitioners including settlement conference attorneys, facilitative mediators, inclusive (community) mediators, and faculty and students from the Maryland Carey Law Mediation Clinic, as well as both solo mediators and co-mediators. Thirteen volunteers attended the orientation. With the exception of settlement conference attorneys, the goal of practice diversity was largely achieved in the initial orientation audience.

The orientation occurred on Friday, April 1, 2016 from 12:00 p.m. to 3:30 p.m. The orientation covered substantive information about landlord-tenant cases, Baltimore City Rent Court statistics, ADR program logistics, and ADR ethics. A combination of Maryland Judiciary staff and partners provided the Rent Court ADR Pilot orientation:

- Judge Mark Scurti, Judge in Charge, District Court of Maryland for Baltimore City
- Kay Harding, Staff Attorney, Maryland Legal Aid
- Lonni Khyhos Summers, Manager, Maryland Court Services Center
- Syeetah Hampton-El, Family Advocacy Attorney, Green and Healthy Homes
- Matt Hill, Attorney, Public Justice Center
- Maureen Denihan, Executive Director, District Court of Maryland ADR Office
- Shannon Baker, Regional ADR Programs Director, District Court of Maryland ADR Office
- Gretchen Kainz, Regional ADR Programs Director, District Court of Maryland ADR Office

Implementing the Program

The Pilot formally launched on April 25, 2016. Over the course of the Pilot, the ADR Office made adjustments in the program design in July, August, and September 2016. These changes included:

- On days when the Rent Court docket is split, any cases with parties that completed the ADR Interest Forms would remain in Courtroom 2 for the duration of the docket. The ADR practitioner should also remain in Courtroom 2. (Email per Shannon Baker 7/6/2016).
- Following the introductory remarks about mediation, the volunteers were instructed to collect the orange ADR Interest Forms, confirm that they are completed and the content

is accurate, and provide the forms to the courtroom clerk. (Email per Shannon Baker 8/17/2016)

- Mediators were encouraged to describe the topics which might be discussed in the mediation in their courtroom introduction. (Email per Shannon Baker 8/17/2016)
- Notice that the ADR Interest Form will include a checkbox “Please check this box if you believe there is a condition or defect of the property that constitutes a serious and substantial threat to the life, health, or safety of the occupants.” (Email per Shannon Baker 9/15/2016)

Pilot Summary

The Pilot began on April 25, 2016 and concluded on September 30, 2016. A mediator was present during the 8:30 a.m. Rent Court docket on 22 of the 23 weeks of the pilot. A total of 37 mediations resulted in 30 agreements. Twelve different judges were assigned to the 8:30 a.m. Rent Court docket on days when a mediator was present.

Scheduling of Volunteers

Of the 13 trained mediators ten volunteered at least one time over the course of the Pilot, six of whom were District Court ADR Office or other Maryland Judiciary staff. Volunteers or ADR Office staff were scheduled to mediate on 36 dates during the 112-day Pilot, or approximately one-third of docket days (32%). Co-mediators filled six docket days or 17% of the overall volunteer days. During the first half of the Pilot (56 days), 23 days were covered by mediators. Coverage for the remaining 13 dockets occurred from July 13-September 30, 2016.

ADR practitioners provided 139 hours of their time supporting the Rent Court ADR Pilot. Excluding aggregated co-mediator hours, an ADR practitioner was present for a minimum of 1.75 hours and a maximum of seven hours. On average the ADR practitioner contributed just under four hours (3.97) of his or her time for each docket covered.

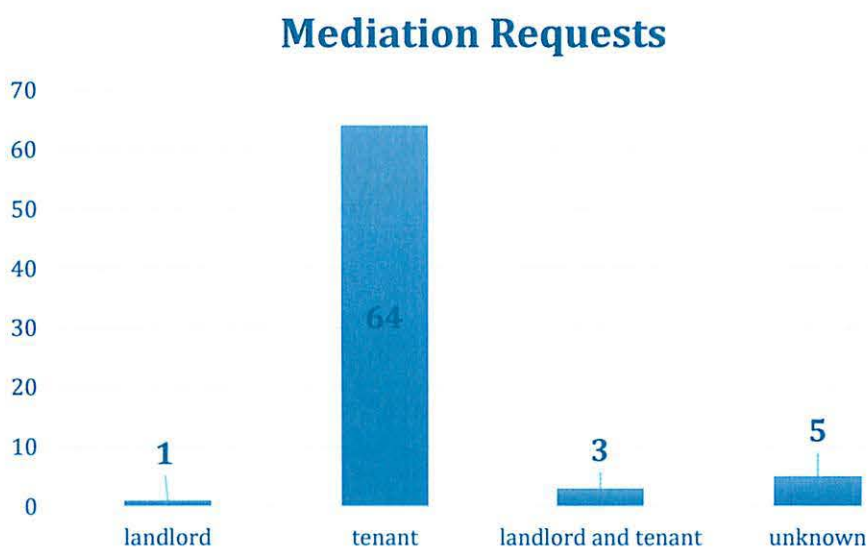
Referrals and Requests for Mediation

For the purposes of this report, a “request” for mediation is counted as any time an individual completed the orange-colored “ADR Interest Form”. The number of requests was determined counting the ADR Interest Forms completed on days when an ADR practitioner was present. A “referral” to mediation is counted when the judge refers the parties to mediation from the bench. This may occur as a result of observing the completed ADR Interest Form or because the judge has determined that the case may be appropriate for ADR. Consistent with the District Court ADR Office statistical accounting, the number of referrals to ADR is tallied based upon the response to Question 1.3 in the ADR Practitioner Report: “Total number of cases referred today”.

As noted above, the mediator makes an announcement to the courtroom about the availability of mediation prior to the judge taking the bench. An interested party completes a

brightly colored ADR Interest Form and provides it to the mediator, who then delivers the completed forms to the check-in clerk before the judge takes the bench. The check-in clerk delivers the forms and case documents to the courtroom clerk, who organizes them, and provides the forms and the corresponding complaints to the judge.¹⁷ A practitioner mediated at least one case on 26 of the 36 docket days covered (72%) and two or more mediations occurred on 10 of the 36 docket days (28%). Of the 73 requests for ADR services, information on the requestor was available for 68 cases. Of 73 requests, 43 resulted in referrals to the volunteer, and 37 resulted in a mediation. Sixty-eight of the 73 requests contained information on the identifying party. The majority of requests for mediation came from tenants (94%), followed by landlord and tenant (4%), and then landlord only (2%). Information on which party requested mediation is not available for five of the cases that participated in mediation.

GRAPH 1: MEDIATION REQUESTS BY PARTICIPANT



In total just over half (55%) of those that requested mediation participated in mediation.¹⁸ Fifty-four of the 73 (74%) total requests for mediation occurred during the first half of the Pilot. The 29 referrals during the first half of the Pilot represented 67% of the overall referrals. This is consistent with the fact that 64% of the docket days covered by mediators occurred during the first half of the Pilot. In summary, there was little difference in referral or mediation patterns over the course of the Pilot, but requests for mediation were significantly higher during the earlier half of the Pilot.

¹⁷ Initially the requesting party would complete the form and provide it to the clerk. This process proved cumbersome for the courtroom clerks. The process was modified so that the mediator collected all of the ADR Interest Forms and provided them to the check-in clerk at one time.

¹⁸ No information on which party requested mediation is available for five cases that participated in mediation.

Mediation Sessions

A total of 37 mediations took place over the course of the 36, 8:30 a.m. dockets covered by mediators.¹⁹ A mediator was likely to get a case 72% of the time with more than one mediation occurring 28% of the time (10 out of 36). A minimum of 75 people participated in mediation.²⁰ All of the mediations involved at least one self-represented party. Only three cases involved attorneys and of those cases all involved a plaintiff's attorney. Based on a review of the ADR Practitioner Surveys and the corresponding complaints, 16 of the 37 mediations involved agents for the landlord.

The first half of the Pilot (through July 13) represented 64% of the days mediators were present in the court, and 64% of the mediations occurred during that period. Viewed differently, the first 18 days when mediation was offered, or about 50% of the total volunteer days, also represented about 50% of the mediations. On average, one mediation occurred for each volunteer day. The average length of a mediation session was 1.07 hours. The shortest mediation ended at 30 minutes, and the longest mediation concluded after three hours.

Outcomes

In determining the total number of agreements, the District Court ADR Office tallies both full agreements reached and partial agreements reached. The same methodology is used for calculating agreements in this report. Eighty-one percent of the cases that went to mediation reached an agreement (30 out of 37). In mediation, the parties may or may not reach agreement and, even when an agreement is reached, they may choose not to memorialize it in writing. For these reasons, the outcomes of the mediations in the Pilot is calculated based upon the response to question 2.8 "What was the ADR outcome?" on the ADR Practitioner Activity Report. Of the 30 agreements, 23 were full agreements (77%) and seven were partial agreements (23%). Two-thirds of the agreements reached were written and the remaining one-third of the mediation agreements involved unwritten agreements.

During the mediation introduction the District Court ADR Office instructs the mediator to mention that ADR Participant Surveys will be distributed at the conclusion of the mediation. Referencing the survey during the introduction serves to increase the response rate of the surveys. A total of 55 ADR Participant Surveys were collected during the Pilot. At least one ADR Participant Survey was completed for 27 of the 37 mediations (73%).

¹⁹ The ADR Practitioner Activity Report was used to determine the number of mediations. Cases where the ADR Practitioner selected "After I explained the process, participant(s) or their attorney(s) chose to return to the courtroom" for question 2.8 on the ADR Practitioner Activity Report were counted in the total number of cases referred but not the number of cases mediated.

²⁰ None of the District Court ADR Office forms record the number of people participating in a mediation session. It is assumed that at least one plaintiff and one defendant participated in the mediation. One mediation merged two cases and therefore involved two defendants.

Since the parties appear before the court for the issue of failure to pay rent, the research explored whether the mediated agreements addressed other topics. An overview of the written agreements identified six discrete codes found in various frequency among the written agreements.

Rent: any reference to rent including amount owed, amount paid, amount reduced, or amount forgiven. A mention of a monetary amount in a written agreement without any other context was assumed to be rent.

Late Fees: any reference to late fees owed, paid, reduced, or forgiven

Living Conditions: any reference to conditions or appearance of the rental property including assurances made and work to be performed

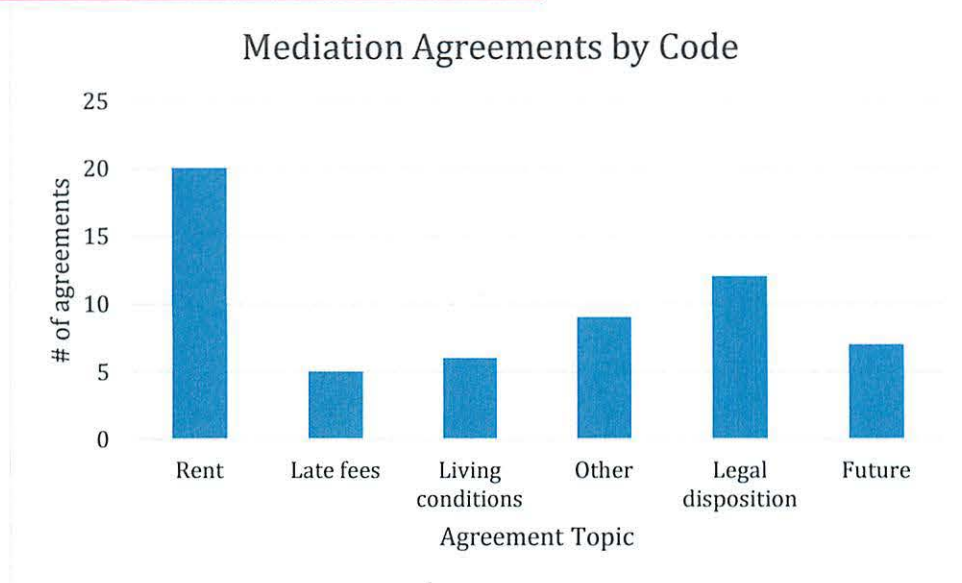
Other: any reference to landlord or tenant obligations other than living conditions, rent, or late fees. This may include water bills, electric bills, or terms of the lease.

Legal Disposition: any reference to the legal disposition of the case. This includes the reference of legal terms such as stay of execution, judgment, and eviction.

Future: any reference to the decision by the landlord or tenant regarding actions to be taken in the future that do not relate to the current rent, living conditions, or other issues. This may include a plan regarding future items that would not be before the court the day of the mediation.

An overview of the agreements by code indicates that all of the agreements referenced the Rent (100%), 45% Other, 60% Legal Disposition, 35% mentioned Future, 30% Living Condition, and 25% mentioned Late fees.

GRAPH 2: MEDIATION AGREEMENTS BY CODE



Further analysis of the agreements indicates that all (100%) of the agreements included a reference to two or more of the six codes. In other words, all written agreements addressed the issue of rent and at least one other topic. Twelve (60%) of the agreements addressed three or more codes. Four or more codes were identified in five agreements. Two of the agreements included a reference to five of the six agreement codes. This outcome is consistent with the principle of mediation that permits participants to address a broad range of topics including those not before the court.

A breakdown of the six codes provides further details on the mediation agreements.

Rent

The “Rent” code is broken down into eight sub-categories:

- Amount: statement of the monetary amount of rent owed, paid, reduced, or forgiven
- Payment Plan: statement of details regarding the payment of rent owed over a period of time
- Full Amount: statement of a total amount of rent owed (no payment plan)
- Assist: statement that the landlord or tenant will seek information or advice regarding assistance available to pay rent
- When: statement of a date of monetary payment
- Form of Payment: statement of the form of tender for the payment (e.g. check, money order, cash)
- Where: statement of where the payment should be made (e.g. address, person)
- Documentation: statement of documentation of payment provided to or by payor or payee

All of the agreements included Rent and a statement regarding the monetary amount of rent owed, paid, reduced, or forgiven.

TABLE 1: AGREEMENT CODE BY SUB-CATEGORY

Code	Amount	Payment Plan	Full Amount	Assist	When	Form	Where	Documentation
# of Agreements	20	9	9	6	14	5	4	4
% of Agreements	100%	45%	45%	30%	70%	25%	20%	20%

Late Fees

Five of the 20 agreements specifically referenced late fees. No subcategories exist for this code.

Living Conditions

The living conditions code is broken down into three subcategories of:

- What: reference to specific conditions or appearance of the rental property that requires attention (e.g. painting, refrigerator repair, leaking roof)
- Who: reference to specific person or business to address the conditions or appearance of the rental property
- When: reference to a date or time period to address the conditions or appearance of the rental property

Five of the six agreements in the living conditions code also included all three of the subcategories.

Other

The code of Other divides into four discrete subcategories of:

- Water: reference of actions regarding the water bill by landlord or tenant
- Electric: reference of actions regarding the electric bill by landlord or tenant
- Lease: reference to changes to the lease by landlord or tenant
- Other: any issue that does not address water, electric, or lease.

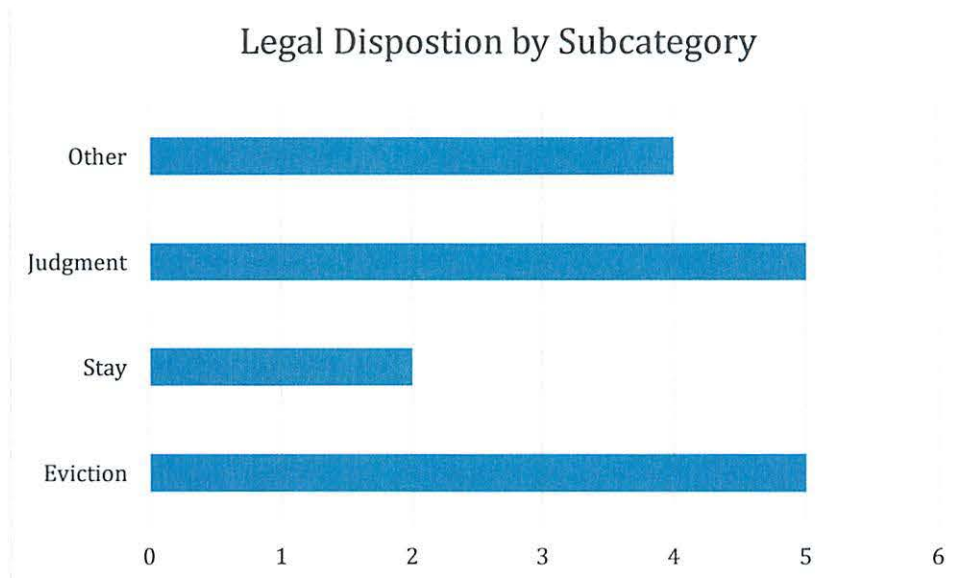
A total of nine agreements included the “Other” code. Of the nine agreements, three included a reference to Water, one mentioned Electric, three addressed the Lease, and six fell into the Other code. The items in Other included actions regarding the security deposit, court costs, “associated costs”, moving out, and exclusion of the basement from the agreement.

Legal Disposition

The reference to legal disposition in the agreement occurred with the second highest frequency (12) in the mediation agreements. The legal disposition code resulted in four subcategories:

- Eviction: use of the term eviction in the agreement
- Stay: use of the term stay of execution in the agreement
- Judgment: use of the term judgment in the agreement (includes consent judgment)
- Other: use of any other legal term or general reference to how the parties would like the court or each other to deal with the case (e.g. escrow, dismiss)

GRAPH 3: AGREEMENTS-LEGAL DISPOSITION CODE BY SUBCATEGORY



Four agreements were coded with Other. These agreements made reference to language such as warrant of restitution, not sue, escrow, and dismiss.

Future

In addition to issues relevant to the rent, late fees, or the condition of the rental property, seven of the 20 agreements (35%) also addressed action to be taken in the future. The subcategories for this code included:

- Rent: reference to the amount of rent in the future or future rent payments
- Legal Action: reference to landlord or tenant taking future legal action, foregoing future legal action, or postponing future legal action, these are largely issues that would not be ripe for the court to address at the time of the trial
- Other: reference to any other future action that does not include rent or legal action (e.g. repair, change in terms of lease)

Of the seven agreements with the Future code, five of the agreements included a mention of future Rent, one listed future Legal Action, and two referenced Other (housing options and future repairs).

Rent Court is a court of limited jurisdiction, meaning that the plaintiff must prove that rent is due and owing. Any and all other legal claims must be filed separately and receive a separate hearing. As demonstrated in the 20 agreements, when given the opportunity, litigants in Rent Court discuss other issues as well. The process of mediation has sufficient flexibility to allow the participants to raise issues beyond payment of rent due. In just over one-third of the agreements participants reached an agreement on future actions.

This report does not examine how the oral or written agreements are treated by the judge when the parties return to court following mediation. In practice, the mediator returns to the court after the mediation and provides the clerk with the appropriate mediation documents. If the parties reach an oral agreement, the parties would present that information to the judge when the case is called. The ADR Office does not expect or require volunteer mediators in any of its programs to remain in the courtroom following mediation. Information provided in two ADR Practitioner Reports indicates that in at least two instances the judge did not fully accept the terms of the written mediated agreement.

Assumption I: There is sufficient case volume at 8:30 a.m. and 10:45 a.m. dockets to support the scheduling of volunteers and allocation of space.

Discussion

In undertaking the Rent Court ADR Pilot the ADR Office assumed that the 8:30 a.m. and 10:45 a.m. Rent Court dockets could supply a sufficient number of cases to justify an additional ADR program. The Pilot demonstrated that a consistent case volume and high likelihood of volunteer receiving a mediation referral supports the scheduling of ADR volunteers during the 8:30 a.m. docket. Although there may be sufficient case volume during the 10:45 a.m. docket, the concern over volunteer availability and space within the courthouse discourages the inclusion of the 10:45 a.m. docket at this time.

The expansion of the ADR program to Rent Court requires the ADR Office staff to perform the activities consistent with their other ADR programs. Specifically, the ADR Office must oversee the orientation and quality assurance of the Rent Court ADR volunteers; recruit, schedule and confirm ADR volunteers; maintain partnerships with court staff; customize materials for the program; and ensure the necessary space exists for ADR during the covered dockets.

The ADR Office assumed that sufficient case volume and space within the courthouse during the 8:30 a.m. and 10:45 a.m. dockets existed to support the scheduling of volunteers. To address the assumption, the docket sheets for the three daily Rent Court dockets were analyzed for the duration of the Pilot. The Court divides the Rent Court docket into “individual” cases, “agent” cases, and “Section 8” cases. An “individual” case indicates a case where the plaintiff is an individual landlord for a single property. An “agent” case is one where the plaintiff landlord is

represented by an agent for the property who may file a complaint or appear on behalf of multiple properties. A “Section 8” case is one where housing assistance is provided to the tenant through a local housing authority under Section 8 of the Housing Act of 1937 (42 U.S.C. Sections 1437f) and often involves the appearance and participation of a representative of the local housing authority.

A total of 61,750 Rent Court cases were set on the three daily dockets between April 25, 2016–September 30, 2016. The table below provides the breakdown of cases among the dockets. During the Pilot 54,255 (88%) of cases were identified as agent cases, 7,406 (12%) were labeled as individual cases (12%), and 89 (.1%) were Section 8 cases. Section 8 cases were only scheduled during the 8:30 a.m. docket. Table 2 provides a breakdown of the average number of cases by docket:

TABLE 2: RENT COURT CASES BY DOCKET 4/25/16-9/30/16²¹

Docket	Average Agent Cases	Average Individual Cases	Average Overall Cases	Pilot Total Cases
8:30	168.91	60.34	230.08	24,389
10:45	127.29	6.62	133.92	14,195
1:15	215.64	2.91	216.54	23,166

Although the agent cases were not precluded from mediation, the ADR Office staff anticipated that individual cases would be the source of most referrals.²²

TABLE 3: RENT COURT DOCKET WITH AND WITHOUT MEDIATOR 4/25/16-9/30/16

8:30 a.m. Docket	Overall Average	Average on Days with Mediator
Agent Cases	168.91	151.97
Individual Cases	60	68.88
Total Cases	230.08	221.57

8:30 a.m. Docket

The 8:30 a.m. docket is routinely the heaviest docket in Rent Court, scheduling 24,389 cases during the Pilot; this docket is most likely to have a substantial number of both agent and individual cases. On average, the 8:30 a.m. docket had 230 total cases each day, 169 of which were agent cases and 60 of which were individual cases. Unlike the later dockets, the 8:30 a.m.

²¹ The average overall cases column represents the average cases per day for the entire pilot period. The cases used in calculating this amount include Agent cases, Individual cases, and Section 8 cases.

²² Agents typically appear in Rent Court representing a landlord’s interest for several properties. The ADR Office assumed that an agent would be unwilling or unable to take the time to participate in mediation if they needed to be present in court for other cases.

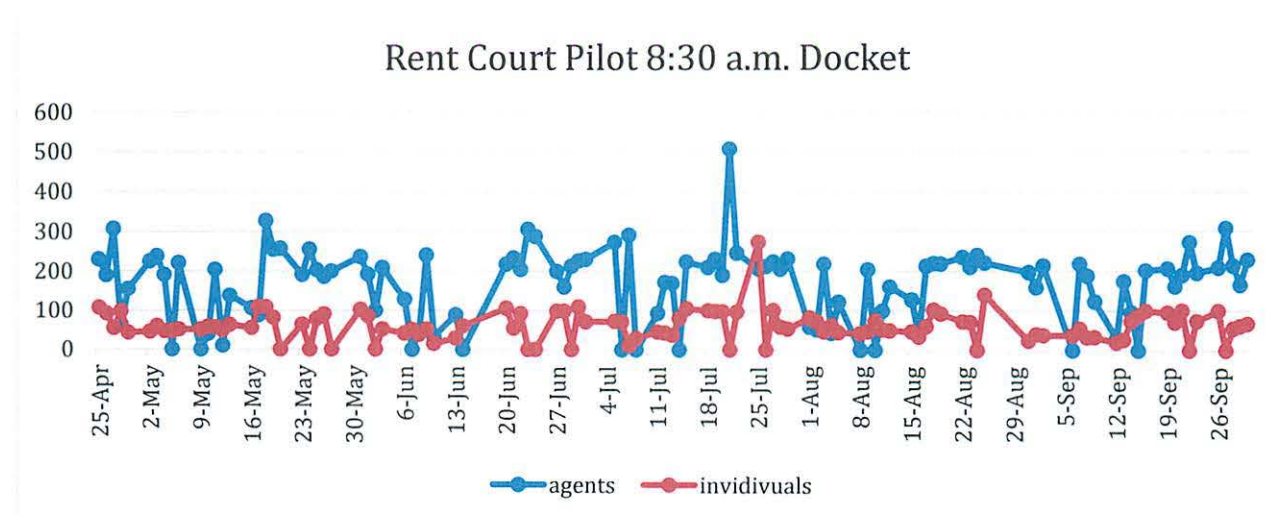
docket had only 11 docket days with no agent cases (10%) and only eight docket days with no individual cases (7%).

TABLE 4: RENT COURT DOCKET 0 AGENT AND 0 INDIVIDUAL CASES 4/25/16-9/30/16

Docket	# of Dockets with Zero Agent Cases	# Dockets with Zero Individual Cases	# of Dockets with Both Zero Agent and Zero Individual Cases
8:30	11	8	0
10:45	45	86	42
1:15	53	97	53

No discernible case pattern emerged from analysis of the 8:30 a.m. docket. It appears a lighter docket is more likely to occur in the first half of the month and a heavier docket toward the end of the month, but not exclusively. Graph 4, below, provides a breakdown of the 8:30 a.m. docket during the Pilot. Although the volume of individual and agent cases varied, the volume did not appear to affect the number of mediation referrals or mediations.

GRAPH 4: RENT COURT 8:30 A.M. DOCKET 4/25/16-9/30/16



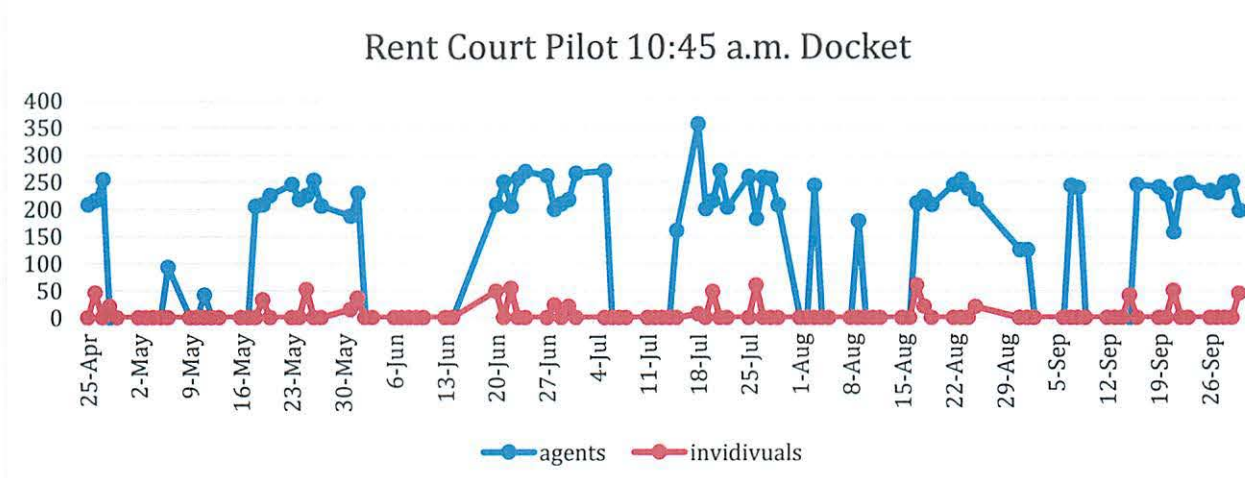
10:45 a.m. Docket

Over the course of the Pilot, the fewest number of cases were scheduled for the 10:45 a.m. docket. No cases were set for the 10:45 a.m. docket on 42 days (37%) of the Pilot period. On several occasions observers noted that the 8:30 a.m. docket continued past 10:45 a.m.²³

²³ In the Baltimore City District Court, the Cashier’s Office assigns cases to one of the three dockets on a daily basis. The standard practice of the cashier’s office is to fill the 8:30 a.m. docket before assigning cases to the 10:45 a.m. or 1:15 p.m. dockets.

As illustrated by Graph 5, the volume of cases set for the 10:45 a.m. docket increases around the mid-point of each month. Since Rent Court cases can only be filed after rent is due, the increase in volume is likely a result of the failure to pay rent by the first of the month followed by the passing of any grace period under the lease and the court filing requirements.

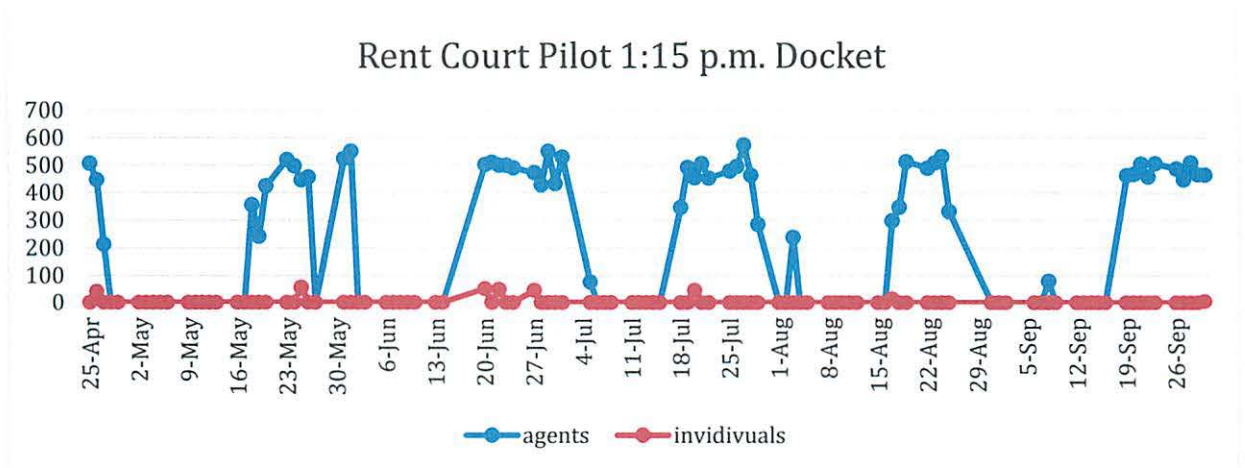
GRAPH 5: RENT COURT 10:45 A.M. DOCKET 4/25/16-9/30/16



1:15 p.m. Docket

No volunteer coverage was scheduled for the 1:15 p.m. docket during the Pilot. As Graph 6 demonstrates, the afternoon Rent Court docket is predominantly agent cases with higher case volumes in the second half of each month. The District Court ADR Office already schedules ADR volunteers for the general, civil 1:15 p.m. docket on a daily basis, and these practitioners require access to the available space for mediations or settlement conferences. In addition, not all ADR volunteers scheduled for the afternoon have received the Rent Court orientation, and thus do not take referrals from Rent Court.

GRAPH 6: RENT COURT 1:15 P.M. DOCKET 4/25/16-9/30/16



Conclusion

A review of the docket patterns demonstrates that there is a consistent case volume and a high probability of both agent and individual cases during the 8:30 a.m. docket. The experience of the Pilot suggests that an ADR practitioner is likely to receive a mediation referral when present during the 8:30 a.m. docket. The likelihood of a mediation referral and the availability of the ADR room indicate that the 8:30 a.m. Rent Court docket can support the scheduling of ADR volunteers.

For a variety of reasons, expansion of ADR for Rent Court cases is not recommended for the 10:45 a.m. docket. First, space restrictions prohibit multiple simultaneous mediations. Several ADR practitioners identified that mediations from the 8:30 a.m. docket continued into the 10:45 a.m. docket schedule, and occasionally into the afternoon docket. Because there is only one dedicated ADR room, no space would be available for mediations from the 10:45 a.m. docket until the morning mediation concluded. Given the space restrictions of the courthouse, the ADR Office may also consider that expanding ADR services to the 8:30 a.m. or the 10:45 a.m. Rent Court dockets would likely preclude the ADR Office from expanding ADR coverage to the morning general civil docket.

Additionally, the volume of cases set for the 10:45 a.m. docket varies widely throughout the month. The 10:45 a.m. docket had the highest number of days with no scheduled cases. The limitations of the Pilot and current data collection methods do not provide sufficient evidence to evaluate whether and how docket volume might impact referrals to mediation. It cannot be determined at this time if the lower case numbers at the 10:45 a.m. docket would result in a lower number of referrals to mediation.

As a logistical matter, parties who arrive for the 10:45 a.m. docket do not check in with the court in the same manner as the heavier 8:30 a.m. docket. The difference in court administration from one docket to another may require a different role for the ADR practitioner at the beginning of the docket and a different method for requesting and referring cases to ADR.

Finally, questions exist regarding the ability of the District Court ADR Office to fill the Rent Court dockets with ADR volunteers. Of the 13 mediators trained to conduct Rent Court ADR for the Pilot, only ten signed up to cover Rent Court. Of these ten practitioners, 60% were District Court ADR Office or other Judiciary staff. ADR Staff mediated more often during the Rent Court Pilot to ensure a consistent practitioner presence during the pilot period. The practice of ADR staff regularly mediating for a program is atypical and drains staff resources.²⁴ A lack of evidence exists to indicate whether the current Baltimore City District Court ADR volunteer roster can support the 8:30 a.m. Rent Court docket on a consistent basis. To continue the program successfully, a deeper roster of volunteer practitioners should be developed. Broader and more even volunteer coverage will decrease pressures on the ADR staff to support the program.

²⁴ The ADR Office does encourage staff to participate as practitioners in the programs it offers as a quality assurance measure, and when unanticipated needs arise.

Assumption II: Day of Trial Rent Court ADR provides a positive experience in mediation for both practitioners and participants.

Background

The concerns stated in recent examinations into the structure and practices of Rent Court in Maryland, and Baltimore City specifically, raise issues with a tenant's ability to fully participate and to have their concerns heard by the Court. The PJC Report described the current Rent Court system as minimizing the participation of the tenant. The overwhelming majority of defendants in Rent Court are self-represented. More than half of the respondents in the PJC surveys indicated they were unaware of procedures of the courtroom including their right to provide a defense based on the hazardous conditions on the premises or pay rent into a rent escrow account.²⁵ The PJC Report also found that many respondents, for a variety of reasons, felt discouraged from raising issues in dispute of the landlord's claim. The Maryland Legal Aid report, a statewide study, also noted the brevity of Rent Court trials, often lasting only a minute or two, and the significant impact of adverse court decisions on tenants.²⁶ These issues can be broadly described as the tenant's "voice" in the judicial process.

The experience of litigants is a foundational matter for the District Court, by virtue of its mission to provide "equal and exact justice for all who are involved in litigation before the Court."²⁷ Under the Maryland Rules, judges are required to "act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary," "accord to every person who has a legal interest in a proceeding...the right to be heard according to law" and not "act in a manner that coerces any party into settlement."²⁸ The Maryland Rules offer a special procedural framework for the hearing of small claims matters, including landlord and tenant cases, by eliminating discovery²⁹ and making the rules of evidence governing other civil cases inapplicable.³⁰

In light of the negative tenant experiences highlighted by the PJC and Maryland Legal Aid reports, the District Court of Maryland engaged a variety of stakeholders to address the issues the reports raised. The expansion of ADR from the afternoon general, civil docket to the 8:30

²⁵ Public Justice Center, *Justice Diverted: How Renters are Processed in the Baltimore City Rent Court* (December 2015) at 33.

²⁶ Maryland Legal Aid, *Human Rights in Maryland's Rent Courts: A Statistical Study* (September 2016) at 27.

²⁷ See <http://www.mdcourts.gov/district/about.html#mission>, last visited April 4, 2017.

²⁸ Maryland Rule 18-102.6.

²⁹ Maryland Rule 3-711.

³⁰ Maryland Rule 5-101(b)(4).

a.m. Rent Court docket provided a potential solution to the lack of tenant voice issues cited in the reports and furthered the Strategic Plan for the Maryland Judiciary.³¹

ADR processes, such as mediation and settlement conferences, provide an alternative to the framework and limitations of the courtroom. The District Court of Maryland has integrated ADR into the Baltimore City Civil Division since 1998. Data from ADR Participant Surveys consistently point to satisfaction with the ADR process, in particular the ability to talk and be heard. In addition, recent research sponsored by the Maryland Judiciary found that participants in District Court ADR processes were more likely to report that a) they could express themselves, their thoughts, and their concerns, b) all of the underlying issues came out, c) the issues were resolved, and d) the issues were completely resolved. Participants who reached agreement in ADR were also more likely to be satisfied with the judicial system than those that did not engage in ADR.³²

Based on the District Court ADR Office's years of experience in providing ADR services on the day of trial, the ADR Office assumed that offering the same model to Rent Court cases would produce similar positive experiences for the participants.

Discussion

An analysis of various information gathering tools, determined that day of trial mediation for failure to pay rent cases provides a positive experience for both the participants and the practitioners. For purposes of this report, a "positive experience" is viewed from three perspectives: 1) having a positive view of the process; 2) having a positive view of the outcome; and 3) having a positive view about the ADR experience. The District Court ADR Office regularly gathers information from the ADR participants through the voluntary "ADR Participant Survey" completed by the participants immediately after ADR and the mandatory "ADR Practitioner Activity Report" completed by the ADR practitioner immediately after an ADR session. The ADR Participant Survey instrument includes several questions assessing perceptions of the ADR process, outcomes, and participant emotions. Space exists on both forms for respondents to provide additional comments. In addition, the District Court ADR Office conducted interviews with four of the ADR practitioners that participated in the Pilot.

³¹ Maryland Judiciary has generally identified the promotion of ADR to "provide better outcomes with less cost for the people [it serves] while using court resources more efficiently" as a goal under its strategic plan. Strategic Plan for the Maryland Judiciary 2015-2020, Maryland Judiciary (2015) at 4.

³² The Impact of ADR on Responsibility, Empowerment, Resolution, and Satisfaction with the Judiciary: Comparison of Self-Reported Outcomes in District Court Civil Cases, Maryland Administrative Office of the Courts, (April 2014) at 46 *available at* <http://www.courts.state.md.us/macro/pdfs/reports/impactadrdistrictcivilcases2014report.pdf>.

Limits of the Data

All data used to confirm or deny this assumption is derived from self-reported responses. Information is only available from those participants that received and completed the ADR Participant Survey. Since the total number of participants is undeterminable, no information is available on the overall survey response rate. Assuming that each mediation involved a minimum of two people and one mediation included two cases, a minimum of 75 people engaged in mediation. A total of 55 ADR Participant Surveys were collected resulting in the highest possible response rate of 73%. The District Court ADR Office uses a separate ADR Participant Survey for individuals serving in the role of attorney during a mediation session. Three cases involved an attorney. One of the ADR Participant Survey responses included the specific attorney survey.

Analysis

Over the 112 days of the Pilot, ADR practitioners were present on 36 docket days during the 8:30 a.m. docket. The average ADR practitioner was present for just under four hours and thus, often stayed into the 10:45 a.m. docket if one was scheduled. A total of 37 mediation sessions were conducted, and participant surveys were completed for 27 of those sessions (75%), for a total of 55 ADR Participant Surveys.³³

Positive View of the Process

Four questions on the ADR Participant Survey address a participant's degree of satisfaction with the process:

Question 2.2 I had enough time to say what I wanted to say

Question 2.8 We discussed all the issues that brought us here

Question 2.10 I felt pressured to reach an agreement

Question 2.19 I would suggest this ADR process to others

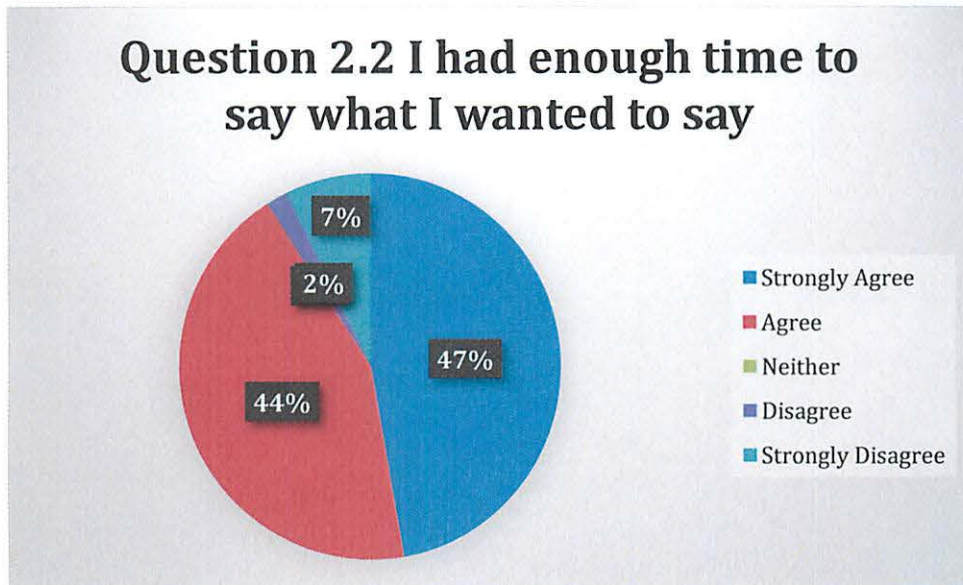
Participants were invited to select a response from the following Likert scale: strongly disagree, disagree, neither, agree, strongly agree, n/a.

Question 2.2 I had enough time to say what I wanted to say

Responses to this question address both the structure of the program, *i.e.*, whether there is enough time to conduct a quality mediation and the perception of self-efficacy of the participant. This question had a 100% response rate. Of the 55 respondents, 50 "agreed" or "strongly agreed" that they had enough time to say what they wanted to say (92%); with almost half (47%) strongly agreeing.

³³ This rate of completion is superior to the survey completion rate in the ADR Office's other programs throughout the state.

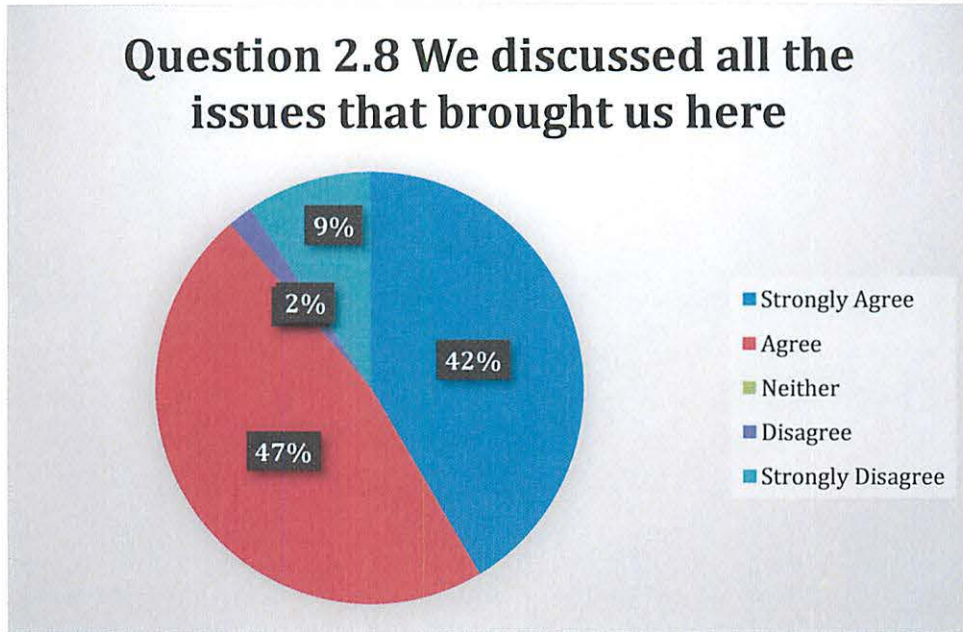
GRAPH 7: I HAD ENOUGH TIME TO SAY WHAT I WANTED TO SAY



Question 2.8 We discussed all the issues that brought us here

Question 2.8 addresses participants' ability to talk about the issues. This is in contrast to the constraints of Rent Court, which is limited to whether rent is due and owing. Fifty-three participants responded to this question. Of the responses, 88% (47) "agreed" or "strongly agreed" that all the issues were discussed. Five respondents strongly disagreed with the statement. These responses indicate that participants largely held a strong positive view of this aspect of the process.

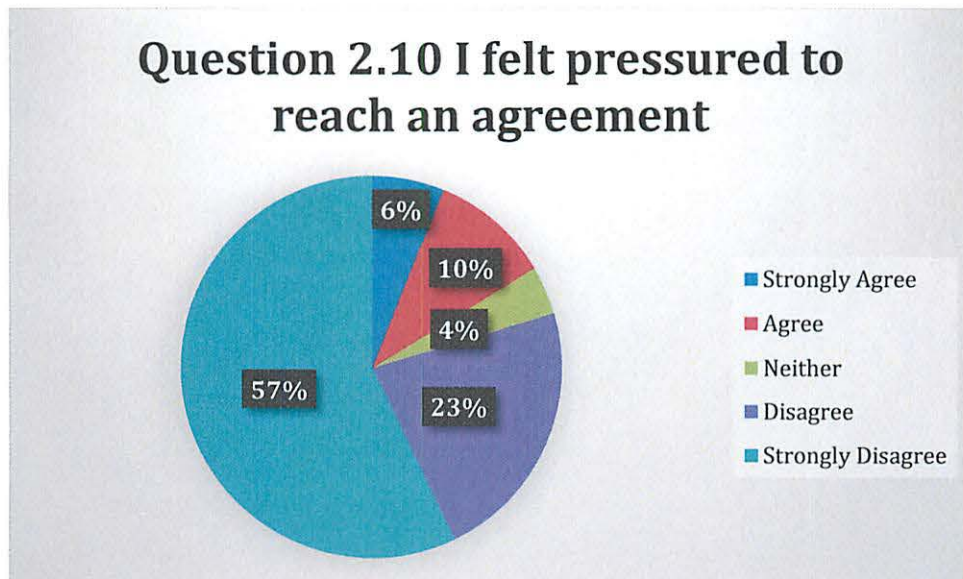
GRAPH 8: WE DISCUSSED ALL THE ISSUES THAT BROUGHT US HERE



Question 2.10 I felt pressured to reach an agreement

Question 2.10 addresses whether the participants felt pressured. This question measures the self-determination and voluntary agreement hallmarks of mediation. Having a positive view of the mediation process would be consistent with disagreement with the statement. Forty-nine participants responded to this question. A significant majority, 81%, of the respondents either strongly disagreed or disagreed that they felt pressured.

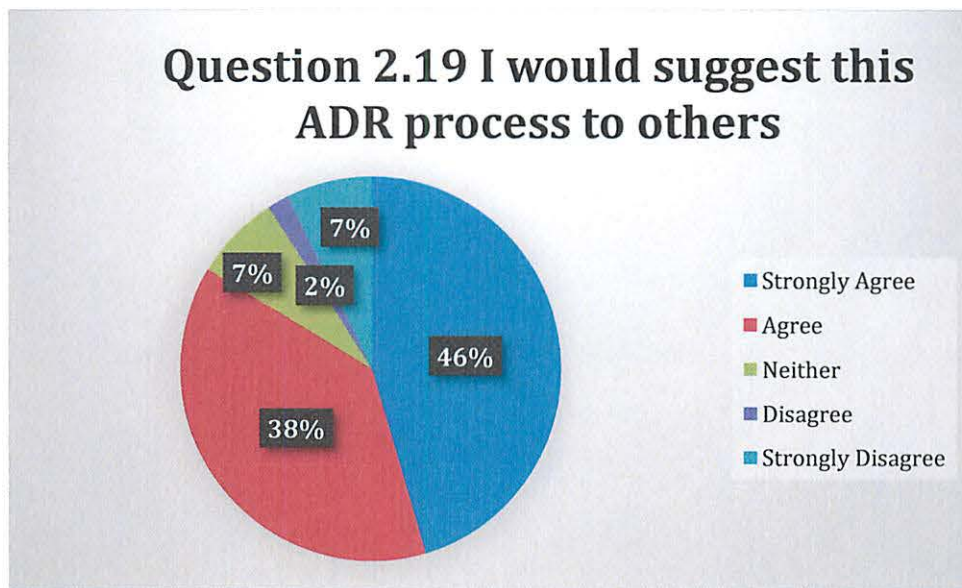
GRAPH 9: I FELT PRESSURED TO REACH AN AGREEMENT



Question 2.19 I would suggest this ADR process to others

This question addresses, generally, whether the participants think well enough of their experience in the mediation process to recommend it to others. Responses to this question were received from 100% of the respondents. A large majority, 86%, “strongly agreed” or “agreed” that they would suggest the process to others. This result suggests a strong positive view of the mediation process.

GRAPH 10: I WOULD SUGGEST THIS ADR PROCESS TO OTHERS



Positive View of the Outcome

From the Participant Surveys, two questions address a participant’s degree of satisfaction with the outcome:

Question 2.16 If an agreement was reached, it met my needs

Question 2.21 Overall I was satisfied

Participants were invited to select a response from the following Likert scale: strongly disagree, disagree, neither, agree, strongly agree, n/a.

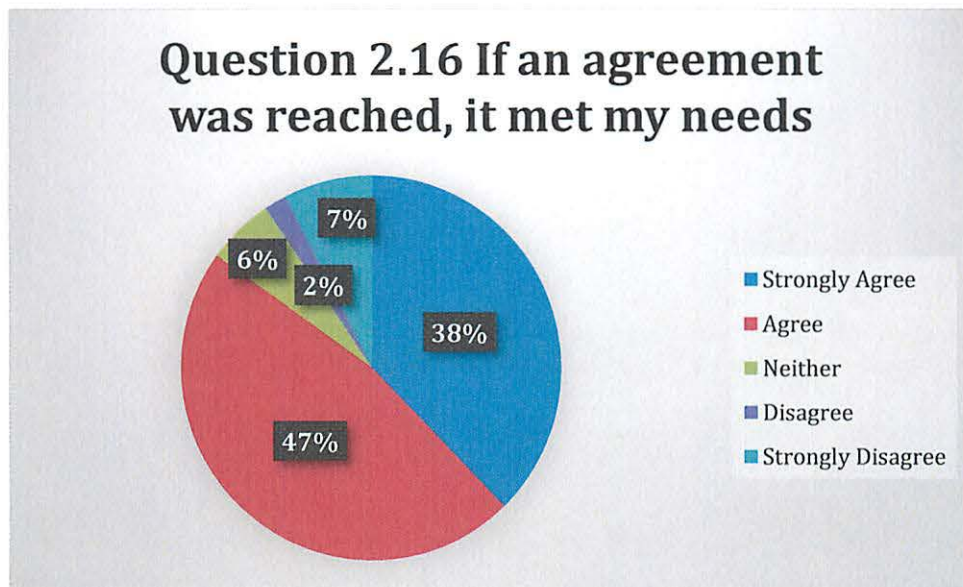
The range of possible outcomes on the ADR Practitioner Report include: full settlement, partial settlement, no settlement after trying the process, ADR Practitioner terminated the session, or the judge asked us to return to the courtroom before we finished. Of the 37 mediation sessions, seven resulted in neither a full nor partial agreement.

Question 2.16 If an agreement was reached, it met my needs

This question addresses a participant’s particular satisfaction with an agreement reached in mediation. Because the question begins with the conjunction if, it implies that the respondents that did not reach an agreement should select n/a. Despite a total of seven mediations where no agreement was reached, none of the survey respondents selected n/a. This could be because individuals that did not reach an agreement were not provided an ADR Participant Survey, the participants did not complete an ADR Participant Survey or chose not to answer this question, the participants misunderstood the question, or the participants felt they had reached an agreement.

Of the 53 responses, 45 either “agreed” or “strongly agreed” with the statement (85%) that the agreement met their needs. Five responses (10%), “disagreed” or “strongly disagreed” that the agreement had met their needs. These responses are consistent with a conclusion that parties reach outcomes in mediation which meet their needs and are viewed in a positive framework.

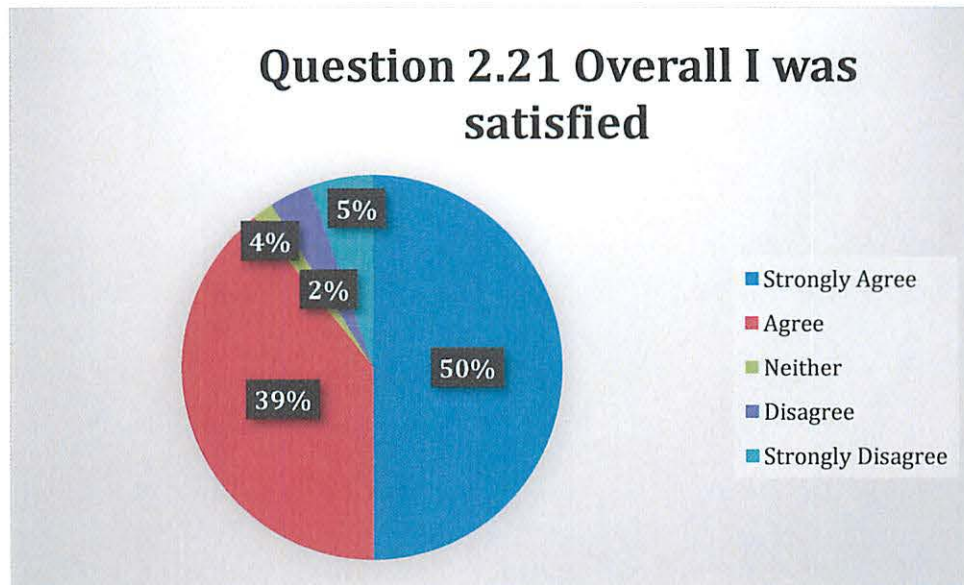
GRAPH 11: IF AN AGREEMENT WAS REACHED, IT MET MY NEEDS



Question 2.21 Overall I was satisfied

This question measures a participant’s general satisfaction with the entire mediation experience. All of the survey respondents answered this question. Overwhelmingly the respondents “strongly agreed” or “agreed” that they were satisfied (89%).

GRAPH 12: OVERALL I WAS SATISFIED



Positive View of the ADR Experience

From the Participant Surveys, three questions address a participant’s positive view of the mediation experience.

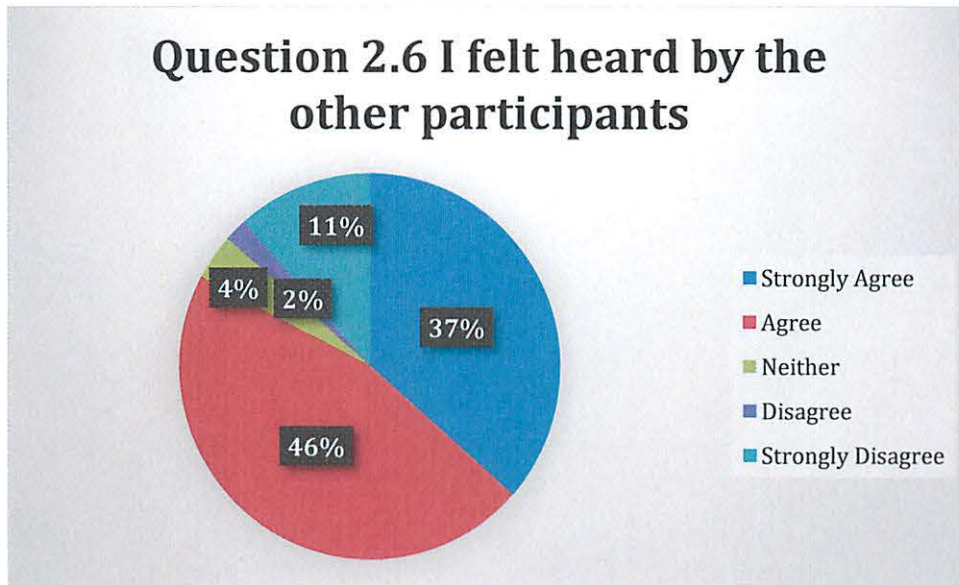
- Question 2.6 I felt heard by the other participants
- Question 2.13 The ADR practitioner was respectful to me
- Question 2.20 I am glad ADR services are available

Completing this survey provides a snapshot of a participant’s satisfaction immediately following the mediation experience. Participants were invited to select a response from the following Likert scale: strongly disagree, disagree, neither, agree, strongly agree, n/a.

Question 2.6 I felt heard by the other participants

This question contrasts the self-efficacy assessment of Question 2.2: I had enough time to say what I wanted to say, and explores whether a participant not only said what he or she wanted to say, but also whether he or she felt heard by the other participants. Fifty-two participants responded to this question. The responses confirmed that most participants in the mediations felt heard, with 83% of respondents “agreeing” or “strongly agreeing” with the question. This response indicates that participants felt heard.

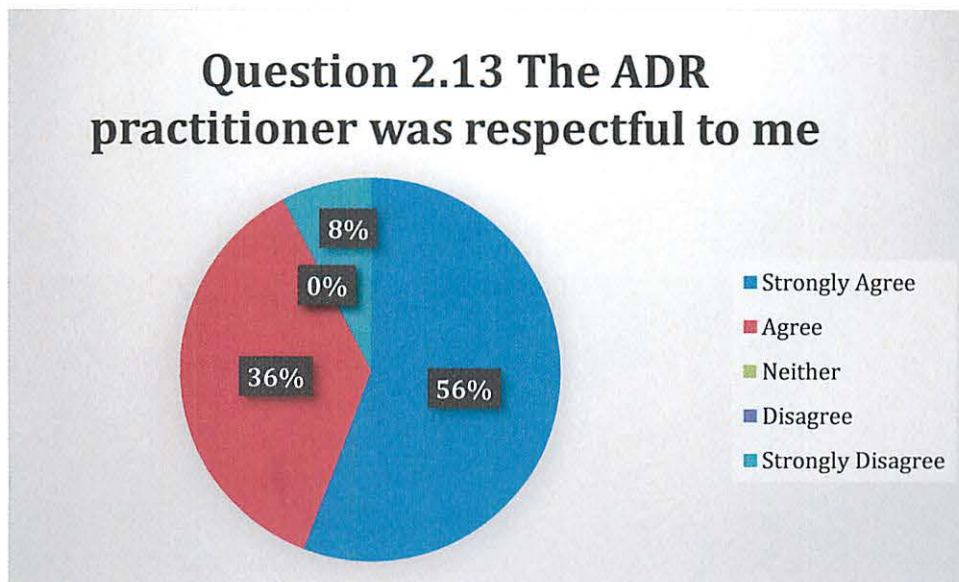
GRAPH 13: I FELT HEARD BY THE OTHER PARTICIPANTS



Question 2.13 The ADR practitioner was respectful to me

Question 2.13 assesses the participant’s perspective on how he or she was treated by the mediator. A total of 52 participants answered this question. Of the 48 respondents, 92% indicated that they “strongly agreed” (56%) or “agreed” (36%) that the ADR practitioner was respectful. Four respondents (8%) “strongly disagreed” with the statement.

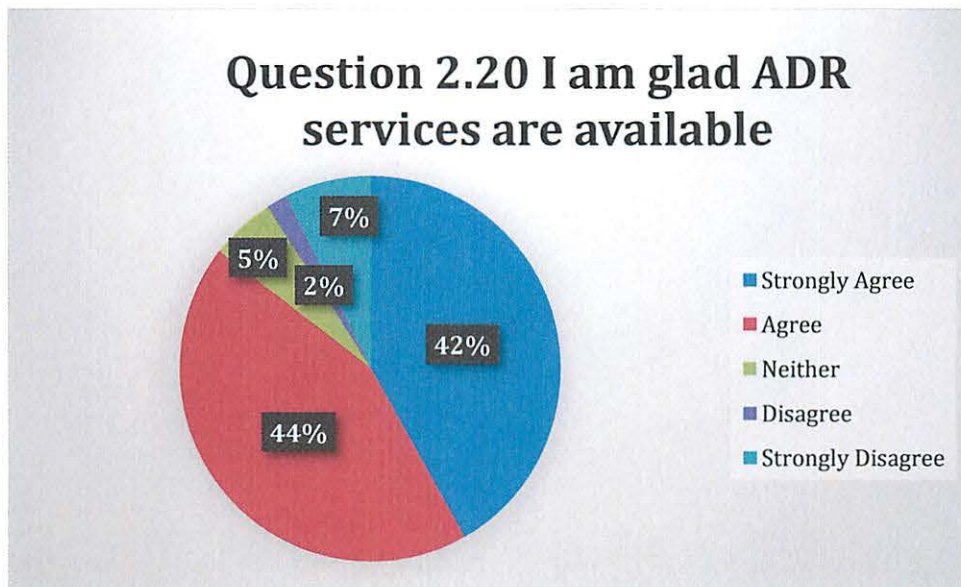
GRAPH 14: THE ADR PRACTITIONER WAS RESPECTFUL TO ME



Question 2.20 I am glad ADR services are available

Similar to question 2.21, this question measures a participant's overall satisfaction with the experience. The response rate to this question was 100%. Again, the large majority of respondents "agreed" or "strongly agreed" (85%) that they were glad these services were available. This response is consistent with the response to Question 2.19: I would suggest this process to others, which measures a similar concept. The responses to this question indicate a strong positive view of the mediation experience.

GRAPH 15: I AM GLAD ADR SERVICES ARE AVAILABLE



Narrative Feedback

The ADR Participant Survey also provides opportunities for the respondents to provide written information. Specifically Question 3.11 invites participants to explain why they would or would not recommend the process to others, and Question 3.12 provides space for general comments.

Just under half of the respondents (42%) either did not provide an explanation or wrote n/a in the comment area. With the exception of one person who indicated that the process took "too much time", all the comments indicated positive opinions. Below is a sampling of the positive responses:

- *This was a very easy process, it allowed me to speak with the other party in a relaxed setting*
- *Both parties can speak*
- *I learn't about the tenant's circumstances and resources available to help*
- *Calming effect on parties to discuss all issues*

- *Sitting at a table sometimes puts people at ease*
- *It was helpful to have a neutral third party hear our case.*
- *It worked*
- *Because its very helpful and right on time*
- *It's a more compassionate way to settle differences*
- *Some things may not be clear and this mediation makes everything so clear and you can go back in front of the judge knowing what's gonna happen.*
- *Made things a lot easier and it's a more relaxed atmosphere*

Only 19 out of 55 (34%) respondents provided general comments in the space for Question 3.12. One of the comments indicated negative feedback, "It's time consuming". All other responses could be characterized as positive. These narrative responses provide further support for the conclusion that participants have a positive experience in mediation. Below is a sampling of those responses:

- *It was a first time and went well*
- *Very well organized*
- *This experience was calming*
- *It was very helpful*
- *The experience was good for driving to a conclusion*
- *Great experience, very very helpful*
- *it was good to be able to express differences in a controlled environment*
- *Helpful for tenant to be heard. Should make sure there is an issue before coming upstairs and getting started.*
- *It's helpful to get people to open up and work things out*

Additionally, the ADR Office interviewed four mediators about their experiences with the Rent Court ADR Pilot.³⁴ In general, the practitioners emphasized the value of mediation in providing an opportunity for the parties to listen to each other. The mediators also highlighted the importance of the sitting judge's remarks in generating referrals to mediation.

Conclusion

Overall, the information from the ADR Participant Surveys strongly supports a conclusion that participants in Rent Court mediation have a positive experience. These findings are consistent with the District Court ADR Office's analysis of ADR Participant Surveys and recent empirical research of other District Court Day of Trial ADR programs.

Furthermore, the feedback provided by the participants indicates that mediation provides litigants with opportunities that are not currently available in Rent Court. Namely, that participants in mediation have enough time to say what they want to say, are able to get all of

³⁴ A summary of the interviews is provided in Appendix C.

the issues out through an alternative respectful process, and would recommend the process to others.

Assumption III: Implementation of the Baltimore City Rent Court Day of Trial ADR program can be a model for implementation of similar programs in other jurisdictions

Background

A third aspect of the Pilot was whether the Rent Court ADR services provided in Baltimore City could be used as a model for other District Court ADR programs. Certain elements of the program planning, design and implementation can be used as a model for other locations. However, the impetus for a Rent Court ADR Program in Baltimore City as well as the unique courtroom procedures of the Baltimore City Rent Court may not transfer to other courthouses. Many components of the Rent Court ADR Pilot were designed to conform with the docket and courtroom procedures of Baltimore City Rent Court. Any new ADR program should similarly be adapted based upon the particular court's practices and litigants.

Conversations began in November 2015 to explore the provision of ADR in the Baltimore City Rent Court. Shortly thereafter, the PJC published its report on Baltimore City Rent Court and a month later a proposal for a Rent Court ADR Pilot was submitted to Chief Judge Morrissey. In February of 2016, ADR was considered as one option to address the needs of Rent Court litigants during a meeting of Rent Court Roundtable convened by Judge Mark Scurti. Thus, judicial leadership had established a mechanism to consider improvements to the Rent Court experience, and, presumably, provide support for new programs addressing identified concerns. Not all District Court locations may share concerns about failure to pay rent cases or have a similarly established foundation of judicial and administrative support for a new program.

Prior to expanding ADR to include failure to pay rent matters coordinators should assess a variety of factors including: the strength of the current programs and the integration ADR within the courthouse culture, depth of the existing volunteer roster, capacity of the ADR Office Regional ADR Programs Director to expand ADR programs, support within the courthouse for existing ADR programs, volume of Rent Court cases, and space to conduct ADR. Ms. Shannon Baker, Regional ADR Programs Director for Baltimore City's ADR Office, had seven years of experience in the Baltimore City courthouse. She had cultivated a strong and consistent ADR program for the afternoon dockets and established a positive rapport with judicial and administrative staff. In Baltimore City expansion of ADR to the morning Rent Court docket did not conflict with the other court initiatives.

Planning

Initial conversations regarding the Pilot began in November 2015 with the formal launch of the Pilot six months later. The ADR Office staff, particularly its Regional ADR Programs Director for Baltimore City, Shannon Baker, engaged in an expedited planning process for the Rent Court Pilot. Between December 2015 and the implementation of the Pilot in April the District Court ADR Office staff, particularly Ms. Baker engaged in a variety of concurrent discussions with key stakeholders. Prior to launching the program the following contacts, either via phone, email, or in-person meetings, took place:

- MACRO/District Court ADR Office staff- 10
- Maryland Judiciary Staff- 3
- Baltimore City District Court judges and court staff- 8
- Rent Court partners- 6
- ADR Roundtable- 1

Orientation

Prior to the launch of the Rent Court Pilot the ADR Office developed an orientation for the mediators. The planning for the orientation began early in 2016 with formal approval from the Maryland Judiciary's Education Committee on March 22, 2016. The orientation occurred on April 1, 2016 and covered substantive information about landlord/tenant cases, Baltimore City Rent Court statistics, ADR program logistics, and ADR ethics. A combination of Maryland Judiciary staff and partners provided the Rent Court ADR Pilot Orientation.

In preparation for the Pilot, the District Court ADR Office identified the forms used for the District Court ADR day of trial program to determine their relevance and applicability to the Rent Court Pilot. The ADR Office decided to use the same ADR Practitioner Activity Report and ADR Participant Surveys Forms. The Director of ADR Roster Management, Leona Elliott, created a scheduling grid specifically for the Rent Court Pilot ADR practitioners. An "ADR Interest Form" was the only new form created for the Rent Court Pilot. Individuals interested in participating in ADR would complete the bright orange form and return it to the mediator.

Implementation

Several features of the Pilot should be considered by any program manager. First, those involved with the design of the Pilot adjusted the program as unexpected issues arose. Issues of concern with the Pilot came from direct observations in the courtroom by ADR Program staff, conversations with courtroom judges, clerks and bailiffs, and feedback provided on ADR Practitioner Reports. Potential solutions to the concerns were identified. Proposed adjustments were made following input and approval of the appropriate court staff and judges. Any changes

were communicated to courtroom staff and ADR practitioners promptly. Notifications of adjustment in the process occurred in July, August, and September. This system of feedback, adjustment, communication, and implementation created an ongoing nimble path for improvement contributed to a smooth program implementation.

Second, the mediators providing the services during the Pilot were selected by the ADR Office for their experience level and familiarity with the ADR Program materials. Indeed, six of the 13 ADR practitioners were ADR Office or other Judiciary staff. Using experienced volunteers for a new program likely contributed to the success of the Pilot.

Lastly, the District Court ADR Office arranged for a summer intern who provided valuable assistance during the Pilot. The intern observed the courtroom on most days when an ADR practitioner was present. The intern assisted with data collection by tracking mediation requests, referrals and agreements for analysis. These tasks were time-consuming, particularly because Rent Court in Baltimore City is paper-based. Whether conducted by an intern, volunteer, or staff, these tasks are important for evaluating the implementation of a new program and should be included in an implementation plan.

Conclusion

Many aspects of the Rent Court ADR Pilot in Baltimore City such as the program planning, design, and overall roll-out can serve as a model for the implementation of similar programs in other jurisdictions. However, Rent Court in Baltimore City is unique and the impetus for a Rent Court ADR Program in Baltimore City as well as the courtroom procedures may not transfer to other courthouses. Many components of the Rent Court ADR Pilot were designed to conform with the docket, courtroom procedures, and case volume of Baltimore City Rent Court. The Regional Programs Coordinator had a strong relationship with judges, court staff, and the ADR practitioners which contributed to the overall success of the Pilot. Any new ADR program should assess its existing relationships with various stakeholder groups and will require adaptation to meet the particular court's practices and litigants.

Appendix A: Rent Court ADR Pilot Forms



ALTERNATIVE DISPUTE RESOLUTION (ADR) SERVICES

Good morning! There is a trained professional available this morning to assist you and the other party (landlord/tenant) in having a confidential conversation about your case.

This conversation is called Alternative Dispute Resolution, or ADR. One possible outcome of this conversation is an agreement about how to resolve your case instead of going to trial.

Alternative Dispute Resolution (ADR) is:

- ▶ A **conversation** facilitated by a skilled, trained professional.
 - ▶ An **opportunity** to resolve the case on your own terms.
 - ▶ A **voluntary** process. Even if you agree to try it, you may end the session at any time and return to the courtroom to see the judge.
 - ▶ **Confidential.** No one can tell the judge what was said in that session, except if you reach an agreement, that agreement will likely be made part of the court file.
 - ▶ An opportunity to say all you want to say during the session.
- AND
- ▶ You will get your trial if you do not resolve your case in ADR.

If you are interested in participating in ADR this morning, please complete the back of this form and return it to the Check-in Clerk at the front of the courtroom. Returning a completed form will notify the judge and the court of your interest in trying ADR.

Mark as shown: Please use a ball-point pen or a thin felt tip. This form will be processed automatically.
 Correction: Black out the wrong answer and put an X in the correct box.

1. About Today: If you conduct more than one case today, you only have to complete this side once. However, please paperclip all pages together (please do not staple).

1.1 Today's date, courthouse, room number for ADR session if applicable:

1.2 Docket: a.m. p.m.

1.3 Total number of cases referred today: 0 1 2
 3 4 5

1.4 ADR practitioner name and ID#. (Please note, Apprentices **must** be listed as practitioner 2, 3, or 4.)

1.5 **Full hours** donated today (including travel time). 0 1 2
Please note partial hours in the next question: 3 4 5
 6 7 8

1.6 **Partial hours** donated today (including travel time). Please round up to the quarter hour: .25 .5 .75
 RPD

1.7 If applicable, ADR practitioner #2 and ID#.

1.8 If applicable, practitioner #2 **full hours** donated today (including travel time). 0 1 2
Please note partial hours in the next question: 3 4 5
 6 7 8

1.9 If applicable, practitioner #2 **partial hours** donated today (including travel time), please round up to the quarter hour: .25 .5 .75
 RPD

1.10 If you are volunteering for a Day of Trial partner (i.e., community mediation center, law school clinic, MVLS), indicate the name of that entity:

1.11 If applicable, today, practitioner #2 is an Apprentice completing: 1st observation 2nd observation 3rd observation
 1st review 2nd review 3rd review
 Other

1.12 If applicable, ADR practitioner #3 name and ID#:

1.13 If applicable, practitioner #3 **full hours** donated today (including travel time). 0 1 2
Please note partial hours in the next question: 3 4 5
 6 7 8

1.14 If applicable, practitioner #3 **partial hours** donated today (including travel time), please round up to the quarter hour: .25 .5 .75
 RPD

1.15 If applicable, today, practitioner #3 is an Apprentice completing: 1st observation 2nd observation 3rd observation

1.16 If applicable, ADR practitioner #4 name and ID#:

1.17 If applicable, practitioner #4 **full hours** donated today (including travel time). 0 1 2
Please note partial hours in the next question: 3 4 5
 6 7 8

1.18 If applicable, practitioner #4 **partial hours** donated today (including travel time), please round up to the quarter hour: .25 .5 .75
 RPD

1.19 If applicable, today, practitioner #4 is an Apprentice completing: 1st observation 2nd observation 3rd observation

Please complete side two for each case.



2. About this Case: Complete this side for each case you get today.

- 2.1 Of the cases referred today, **this case** is the: First Second Third
 Fourth Fifth Sixth
- 2.2 This case was sent to me by (mark only one): Direct referral from judge Judge asked for volunteers Courtroom clerk referral
 Bailiff/sheriff referral Party's request Attorney's request
 Other

2.3 Name of Judge for this case:

2.4 Case number:

2.5 Case name (ex. Plaintiff v. Defendant):

- 2.6 Counsel represented: Neither party Plaintiff(s) only Defendant(s) only

- 2.7 Amount in controversy (mark "N/A" for Peace Order/Replevin/Tenant Holding Over/Breach of Lease/Wrongful Detainer only)
- | | | |
|---|---|--|
| <input type="checkbox"/> All parties | <input type="checkbox"/> Other | <input type="checkbox"/> \$5,001 to \$10,000 |
| <input type="checkbox"/> N/A | <input type="checkbox"/> \$1 to \$5,000 | |
| <input type="checkbox"/> \$10,001 to \$20,000 | <input type="checkbox"/> \$20,001 to \$30,000 | |

- 2.8 What was the ADR outcome? (mark only one)
- | | | |
|---|--|---|
| <input type="checkbox"/> After I explained the ADR process, participant(s) or their attorney(s) chose to return to the courtroom. | <input type="checkbox"/> The judge asked us to return to the courtroom before we finished. | <input type="checkbox"/> No settlement after trying the process |
| <input type="checkbox"/> Full settlement | <input type="checkbox"/> Partial settlement | <input type="checkbox"/> Screened out (P.O. only) |
| <input type="checkbox"/> ADR Practitioner terminated the session | | |

- 2.9 If applicable, the ADR Practitioner terminated the session (please select one): Before the signing of the Agreement to Participate After the signing of the Agreement to Participate

2.10 If applicable, please indicate the reason for terminating the session, without breaking confidentiality. Note, only applicable if the ADR Practitioner ended the session (i.e. safety concerns, conflict of interest, not appropriate for ADR, other ethical concerns, etc.):

- 2.11 Full hours spent on **this** case. Please note partial hours in the next question: 0 1 2
 3 4 5
- 2.12 Partial hours spent on **this** case. Please round up to the quarter hour: .25 .5 .75

- 2.13 For this case, I practiced (mark **all** that apply):
- | | | |
|---|---|--|
| <input type="checkbox"/> Settlement conference | <input type="checkbox"/> Solo mediation, facilitative | <input type="checkbox"/> Solo mediation, inclusive |
| <input type="checkbox"/> Solo mediation, transformative | <input type="checkbox"/> Co-mediation, facilitative | <input type="checkbox"/> Co-mediation, inclusive |
| <input type="checkbox"/> Co-mediation, transformative | | |

2.14 Comments about anything that happened today (without breaking confidentiality):



Mark as shown: Please use a ball-point pen or a thin felt tip. This form will be processed automatically.
 Correction: Black out the wrong answer and put an X in the correct box.

To improve our program, these results may be shared with the alternative dispute resolution (ADR) practitioner in the future; however, your name will remain confidential. Thank you for your feedback.

1. Questions

1.1 Trial date:

1.2 Case #:

1.3 ADR practitioner name or ID#: If applicable, name or ID# of second ADR practitioner:

		Strongly Disagree	Disagree	Neither	Agree	Strongly Agree
1.4 The ADR practitioner was attentive to my comments.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 The ADR practitioner helped clarify issues.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 The ADR practitioner maintained appropriate control over the session.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 The ADR practitioner pressured the parties to reach an agreement.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 I was satisfied with the pace of the session.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 The ADR practitioner advocated for a specific outcome.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 The ADR practitioner allowed the parties to develop their own outcome.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Overall, I was satisfied with this ADR session.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Overall, I was satisfied with the skills of the ADR practitioner.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Overall, I was satisfied with the professionalism of the ADR practitioner.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.14 In approximately how many disputes, before this one, have you participated in a mediation :	<input type="checkbox"/> 0 <input type="checkbox"/> 26-50	<input type="checkbox"/> 1-10 <input type="checkbox"/> 51-100	<input type="checkbox"/> 11-25 <input type="checkbox"/> 101+			
1.15 In approximately how many disputes, before this one, have you participated in a settlement conference :	<input type="checkbox"/> 0 <input type="checkbox"/> 51-75	<input type="checkbox"/> 1-25 <input type="checkbox"/> 76-100	<input type="checkbox"/> 26-50 <input type="checkbox"/> 101+			
1.16 Today's session seemed like:	<input type="checkbox"/> Mediation	<input type="checkbox"/> Settlement conference	<input type="checkbox"/> Not sure			
1.17 Was discovery requested in this case?	<input type="checkbox"/> No <input type="checkbox"/> Yes, and has concluded	<input type="checkbox"/> Yes, but not started <input type="checkbox"/> N/A	<input type="checkbox"/> Yes, and is ongoing			
1.18 Do you think this case went to an ADR process:	<input type="checkbox"/> Too early <input type="checkbox"/> Don't know	<input type="checkbox"/> Right time	<input type="checkbox"/> Too late			
1.19 Did the ADR practitioner need substantive knowledge related to the issues in this case?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not sure			
1.20 Was ADR appropriate to resolve the issues of this case?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not sure			
1.21 If no, what process would have been appropriate, and why?	<input style="width: 100%; height: 100%;" type="text"/>					



1. Questions [Continue]

1.22 The parties: (Mark *all* that apply.)

- Did *not* agree on any issues
- Agreed on *some* issues
- Agreed on *all* issues
- Agreed to continue for another session

1.23 If this case was not completely resolved, please mark all reasons why you believe the case was not resolved:

- My client wanted his/her day in court.
- The other side wanted his/her day in court.
- My client was unwilling to compromise.
- The other side was unwilling to compromise.
- My client refused to make a settlement proposal.
- Opposing counsel was not prepared.
- The ADR practitioner made it difficult to settle.
- Continuing the ADR process was too expensive.
- There was not enough time to continue the process to a conclusion.
- Opposing counsel was not willing to compromise.
- I was not willing to compromise.
- N/A

1.24 Other reason(s) not specified above:

[Empty text box for other reasons]

1.25 If your case was completely resolved, did the final agreement include a clause to return to ADR if a problem arises? Yes No N/A

1.26 Would you recommend this ADR process to other clients involved in a similar dispute? Never Sometimes Always

1.27 Why:

[Empty text box for why]

1.28 Did you encourage or discourage your client from participating in the current ADR process? Encourage Discourage Neither

1.29 Why:

[Empty text box for why]

1.30 I am the attorney for: Plaintiff Defendant Third party defendant
 Counter plaintiff Counter defendant

1.31 Who suggested the possible solutions? (Mark all that apply)
 My client The other side(s) The ADR practitioner
 I did No solutions were suggested

1.32 Any additional comments or suggestions:


[Empty text box for additional comments]

1.33 I would like to help the program improve, so I agree to be contacted to discuss my ADR experience. I understand that all of my case information and any discussions that occurred in the ADR process will remain confidential, even if I agree to be contacted. Yes No

1.34 If yes, please print your name and tell us when (day/evening) and how (phone #/email) to contact you.

[Empty text box for contact information]



CONFIDENTIAL ADR PARTICIPANT SURVEY 

Mark as shown: Please use a ball-point pen or a thin felt tip. This form will be processed automatically.
 Correction: Black out the wrong answer and put an X in the correct box.

To improve our program, these results may be shared with the alternative dispute resolution (ADR) practitioner in the future; however, your name will remain confidential. Thank you for your feedback.

1. Background Questions

1.1 Trial date: _____ Case #: _____

1.2 ADR practitioner name and ID #: _____ If applicable, name and ID # of second ADR practitioner:

2. Please evaluate the ADR practitioner and process. Mark *one* response for each statement.

	Strongly Disagree	Disagree	Neither	Agree	Strongly Agree	N/A
2.1 The ADR process was clearly explained.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 I had enough time to say what I wanted to say.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 The ADR practitioner understood what I said I needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 To help us check survey quality, mark N/A.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 The ADR practitioner helped me think about different ways to resolve our issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 I felt heard by the other participant(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 I understand the other participants' views better now than I did before the session.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.8 We discussed all issues that brought us here.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9 The ADR practitioner did not favor any party.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.10 I felt pressured by the ADR practitioner to reach an agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.11 The ADR practitioner was a good listener.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.12 The ADR practitioner helped clarify issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.13 The ADR practitioner was respectful to me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.14 The ADR practitioner told me what I should agree to.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.15 If the ADR practitioner met with me/my side separately (caucus), it was helpful.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.16 If an agreement was reached, it met my needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.17 If an agreement was written, I understood it.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.18 The ADR practitioner helped me consider whether the agreement was realistic for me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.19 I would suggest this ADR process to others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.20 I am glad ADR services are available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.21 Overall, I was satisfied with this ADR session.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

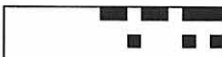
3. General Questions

3.1 How did you hear about ADR? (Mark *all* that apply.)
 Word of mouth Family/friend Judge
 Lawyer Info from court District Court web site
 Video in court Other

3.2 This court uses two ADR processes to see if an agreement can be reached before trial. The session today was: (Mark one) Mediation Settlement Conference Not Sure

3.3 I am the: Plaintiff Defendant Other

Please complete side two of this form.



3. General Questions [Continue]

- 3.4 Who suggested the possible solutions? (Mark *all* that apply.)
 I did The other side(s) The ADR practitioner
 The lawyers No solutions were suggested
- 3.5 We: (Mark *all* that apply.)
 Did *not* agree on any issues Agreed on *some* issues Agreed on *all* issues
 Agreed to continue for another session
- 3.6 Do you think this case went to ADR: Too early Right time Too late
 Don't know
- 3.7 The ADR practitioner told me what outcome(s) might occur if my case went to trial. Yes No Not sure
- 3.8 The ADR practitioner: Ended the session too soon Allowed the right amount of time Made the session too long
- 3.9 I came to this session because: (Mark *all* that apply.)
 My choice Judge recommended Judge ordered
 My attorney recommended Other
- 3.10 I would use this ADR process again: Yes No Not Sure
- 3.11 Please tell us why you checked Yes, No, or Not Sure.

3.12 What else would you like to tell us about your experience?

3.13 I would like to help the program improve, so I agree to be contacted to discuss my ADR experience. I understand that all of my case information and any discussions that occurred in the ADR process will remain confidential, even if I agree to be contacted. Yes No

3.14 If yes, please print your name and tell us when (day/evening) and how (phone #/email) to contact you.

4. Please provide the following information VOLUNTARILY. It is used for statistical purposes only.

- 4.1 Gender: Female Male
- 4.2 Age: 19 and under 20-29 30-39
 40-49 50-59 60+
- 4.3 Mark *all* that apply:
 Hispanic/Latino American Indian/Alaskan Native Asian
 Black/African American Native Hawaiian/Pacific Islander White
- 4.4 Education (highest level achieved): 1-8th grade High school/ GED 2-year college degree/ professional certificate
- 4.5 Household income: 4-year degree Graduate degree
 Up to \$14,999 \$15,000-\$24,999 \$25,000-\$34,999
 \$35,000-\$49,999 \$50,000-\$74,999 \$75,000-\$99,999
 \$100,000-\$149,999 \$150,000-\$199,999 \$200,000+
- 4.6 Military status: Active military Military veteran N/A
- 4.7 Zip code:



Appendix B: Rent Court ADR Pilot Orientation Agenda

DISTRICT COURT OF MARYLAND

Alternative Dispute Resolution (ADR) Office

Rent Court ADR Program Orientation

Friday, April 1, 2016

12:00 PM – 3:30 PM

☆☆☆☆

Baltimore City District Court

PRESENTER AGENDA

10:00 AM ADR Office Staff arrives for set-up
Lonni arrives with projector screen

11:30 AM Lunch delivered
Presenters arrive (or earlier)

SLIDE 1 PRE-SET

12:00 PM Attendees arrive and pick up lunch
(15 minutes allocated for participants to get food & settle)

12:15 PM **PART 1: LANDLORD & TENANT 101**
-1:45 PM

SLIDE 2

WELCOME AND INTRODUCTIONS

Shannon introduce Judge Scurti

Word of Welcome – Judge Scurti

Baltimore City Rent Statistics – Judge Scurti

Introduction of Presenters and Attendees – Shannon Baker

SLIDE 3

Agenda Review – Shannon Baker

LANDLORD & TENANT 101 – CONTENT SECTIONS

- SLIDE 4 History of this Presentation & Context setting
– Shannon Baker
- SLIDE 5 Lifecycle of a Rent Case – Kay Harding ([see handout](#))
- SLIDES 6-8 Registration, Licensing, Multi-Family Dwelling – Shannon Baker (if no one else)
- SLIDE 9 Written Leases – Lonni Summers
- SLIDE 10 Automatic Renewal Provisions – Lonni Summers
- SLIDE 11 Roommates – Lonni Summers
- SLIDES 12-20 Lead Paint, Defects – Syeetah Hampton-EL
- SLIDES 21-27 How Landlords Collect Rent/The Complaint – Lonni Summers
- SLIDES 28-31 Renter Defenses – Matt Hill
- SLIDES 32-39 Eviction Procedures – Matt Hill
- SLIDES 40-44 Subsidized Housing, Housing Voucher Program – Kay Harding
- SLIDES 45-46 Rent Escrow – Matt Hill
- SLIDE 47 Q & A – ALL
- 1:45 PM –
2:00 PM** **BREAK**

**2:00 PM -
3:15 PM**

PART 2: ADR PROGRAM LOGISTICS AND ETHICS

Welcome Back – Shannon Baker

SLIDES 48-52

Tying it all together – Kay Harding

SLIDE 53

Program Logistics – Shannon Baker

SLIDE 54

Ethics/Best Practices – Shannon Baker, Maureen Denihan,
Gretchen Kainz

**3:15 PM -
3:30 PM**

NEXT STEPS AND CLOSING

SLIDE 55

Next steps/Expectations – Shannon Baker

SLIDE 56

THANK YOU

Appendix C: Summary of Rent Court Pilot ADR Practitioner Interviews

Practitioner Interviews

The ADR Office conducted phone interviews with four of the practitioners providing mediations during the Pilot. The questions were developed for this Pilot evaluation and administered by the ADR Office staff, who summarized the practitioner responses. The individual interview summaries were provided to C-DRUM staff who transcribed the responses in this compilation without alteration. For purposes of this compilation, each responding practitioner has been assigned a number (1-4), and their responses to each question are provided below. Where there is no number, no response was

1. What is your relationship to the pilot Rent Court ADR Program? (i.e., practitioner, judge, "I run the building where programs take place")
 - (1) program administrator and pilot program mediator
 - (2) program administrator and pilot program mediator
 - (3) ADR office staff member, day of trial practitioner mediator
 - (4) Volunteer, work for judiciary at MACRO

2. Are you familiar with the following? And if so, describe your experience with or relationship to:
 - a. The orange 'interest' form
 - (1) Yes. Developed it. Could be better...envisioned people would pick them up prior to introduction, would like people to read them.
 - (2) Seen it. Described it. Collected it.
 - (3) Orange interest form, use to make an introduction. Uses it as a reference to let them know if they are interested. Bright paper is noticeable, it's a plus. Additional it may be helpful to have information of mediation mailed in advance.
 - (4) Yes. Uses it as a reference sheet when presenting in front of the court. Serves as a reference point for himself. Change in process → Good not to waste the clerk's time.

 - b. How referrals are made to ADR
 - (1) Yes. Tells people to fill out interest form → attached case filing for judge → judge refers to mediation. Self-Selection is good. 99% Tenants, more landlords. Tenant driven resource, want more landlords a part of the process (willingly). Less judge driven
 - (2) Observed the people self-selecting in court, and the judge referring them
 - (3) Judge determines.
 - (4) Yes. Judge explains mediation and asks the parties. Judge does pretty good job of convincing. Time management.

Problems → because the cases are stacked on top, judges go through cases despite mediation requests. Please set them aside. Or get to those requests last.

- c. What happens to cases that want to try ADR
 - (1) Yes referred to me.
 - (2) I've mediated with them.
 - (4) n/a

- d. The ADR process that is conducted
 - (1) Yes. Detailed explanation, open conversation, if resolution is reached, settlement agreement. Gives a different process.
 - (2) I conduct it.
 - (4) n/a

- e. What happens when parties return to courtroom after the case has participated in ADR
 - i. If they reached an agreement
 - (1) Judge reviews and responds.
 - (2) Judge sees it, usually asks them some questions.
 - (3) That agreement would be read into the court file. They get a copy.
 - (4) Giving case to judge. Called up fairly quickly. Seems like preference is given. Agreement is read by judge and confirmed.

 - ii. If they did not reach an agreement
 - (1) Case presented as planned
 - (2) They go to see the judge.
 - (3) Judge decides if not reaching agreement
 - (4) Gone to trial.

- 3. What do you see as the impact of the pilot Rent Court ADR Program so far?
 - (1) Helped those who participate to have comprehensive conversations on events happening/less limited conversations. Benefit for court system to provide another forum for resolution
Expands repertoire.
 - (2) It humanizes Rent Court. Hopefully, people feel they've had a chance to be heard.
 - (3) Opportunity for landlords to work out a plan with their tenants, wouldn't happen with a judge. ADR gives the opportunity to talk through and working together.
 - (4) "Good Program". The people in the room can come up with unique solutions to the problem that probably wouldn't happen with judges.

4. What would you describe as the biggest benefit of the pilot Rent Court ADR Program:
- a. To the administration of "justice"?
 - (1) Agreement on their own terms, fairer, positive.
 - (2) People get a chance to have their say.
 - (3) Fairer process for settlement vs. a Win/Lose
 - (4) People feel as though they are adequately heard. Not formal, people are more in control. Perception of how the court cares about their issue. That's justice to citizens. The court cares.

 - b. To the judges?
 - (1) Increased satisfaction with judiciary/judicial process. Positive court experience. Favorable.
 - (2) May move the docket along.
 - (3) One less case for the judges, validates the work that we do in our office. See the results for themselves.
 - (4) Time-saver.

 - c. To the court administrators?
 - (1) Opened lines of dialogue less future management. "Warm Fuzzy" feelings, positively
 - (2) Fewer complaints.
 - (3) Given Better sense of confidence. Get to see the data to justify support of the program. Data speaks for itself, quantitative information
 - (4) The concept. The idea of offering an alternative to the standard process.

 - d. To court management?
 - (1) Directly feel the impact less filings.
 - (2) Fewer complaints.
 - (3) Same answer as C (if information is shared with them).
 - (4) Sometimes the best cases for mediation are the unruly ones, so mediation is good.

 - e. To court staff (courtroom clerk, check-in clerk, bailiff)?
 - (1) Same response for judges. Better perception of court.
 - (2) Moves the docket a little bit.

 - f. To the plaintiff? (To LL-plaintiff? To agent-plaintiff?)
 - (1) Longer dialogue. Own terms
 - (2) Find out what's really going on. Maybe not have to evict someone. Not enough experience to draw distinction

between individuals and agents. Private – may be able to retain the tenant.

(3) Plaintiff- Opportunity to settle on their own terms, gets a better understanding of the interests, goals and needs of the defendant.

(4) Unique Solutions, heard by the court. Agreement (BOTH DEFENDANT AND PLANTIFF).

g. To the defendant?

(1) Longer dialogue. Own terms. Less intervention.

(2) They have a chance to explain the situation, maybe negotiate some way of working it out.

(3) Opportunity to be heard.

(4) Unique Solutions, heard by the court. Agreement (BOTH DEFENDANT AND PLANTIFF).

5. What would you describe as the biggest challenge presented by the pilot Rent Court ADR Program: (use same a-g above)

a. To the administration of “justice”?

(1) Case disposition → Need to find balance for info given to participants and court interpretation. =/= case judgments.

(2) Each judge is different, and it changes things.

(3) Marketing → How it’s promoted.

(4) N.A.

b. To the judges?

(1) Additional work (reviewing agreements, etc.) Complicated to explain an agreement rather than a judgement

(2) They have to do an explanation. It may take a little longer. Don’t think there’s any negative for a judge.

(3) Judges/court administrators, doesn’t always seem like everyone is on the same page. Instance a visiting judge may not even know what the orange interest form even means. INTERNAL COMMUNICATION. We need a more uniform and consistent challenge.

(4) New process, judges may be struggling with language. Explained in different ways that may not always be necessarily true.

c. To the court administrators?

(1) * See court management.

(2) Makes them have another thing to do. Want to do things the way they always did. People don’t like new things.

(3) See above.

- (4) Multiple people ask for mediation but there's only one person, so that may be unfortunate if mediation is offered but there aren't enough mediators available.
- d. To court management?
- (1) * Forced to redistribute workloads to accommodate ADR. Still pushback.
- (2) See above.
- (3)
- (4) N/A
- e. To court staff (courtroom clerk, check-in clerk, bailiff)?
- (1) Added workload.
- (2) Same.
- (3) Paperwork is so faint, barely read the case number for practitioners.
- f. To the plaintiff? (To LL-plaintiff? To agent-plaintiff?)
- (1) Doesn't count as a judgment. Cannot count it.
- (2) They have to really talk to the person, their tenants.
- (3) More education for litigants for what they need to bring to court.
Challenge for litigants is miseducation ("They don't know what they don't know") Perhaps we need a dialogue. How you can best prepare
- (4) There should be more opportunities to set up more mediations, or more volunteers available.
- g. To the defendant?
- (1) Same as plaintiff. Lack of access because they rely on a judgement.
WE NEED BETTER STRUCTURE AND INTERPRETATION. A JUDGEMENT NOT A DISMISSIL.
- (2) It's a great opportunity. Presenting their situation accurately and reasonably.
- (3) More education for litigants for what they need to bring to court.
Challenge for litigants is miseducation ("They don't know what they don't know") Perhaps we need a dialogue. How you can best prepare
- (4) There should be more opportunities to set up more mediations, or more volunteers available.
6. What strategies have you observed as effective in getting people to participate in ADR?
What strategies have you observed as ineffective in getting people to participate in ADR?

- Effective:
- (1) Examples of varieties of conversations, distinguish from judge court case. Allows people comprehension.
 - (2) Training the judges. Getting the judge to see it as a benefit and explain it to the people in the courtroom in a reasonable way, so that they (the litigants) understand the benefits. Looking charming and enthusiastic when you (the practitioner) present it; must look like they are really able to help.
 - (3) The video before the judges takes the bench that educates people sitting in the courtroom. Keeping the information before the people.
 - (4) The orange sheet is helpful. Asking questions.

- Ineffective:
- (1) The way the process is introduced. Mischaracterization on judge behalf. Limited description.
 - (2) Judge sounding like he's not committed to it. Just throwing it out there. Would imagine if some of the staff just puts the forms out. People acting like it doesn't really matter.
 - (3) Ineffectiveness is not being able to have true voluntary participation.
 - (4) Not ineffective but don't agree with the "strong-arm" language that judges use. ADR should be voluntary.

7. Please share any notable/memorable stories or experiences that you can share without violating confidentiality.

- (1) N/A
- (2) The people who want to do it, honestly do want to work it out. That includes the agents. I think they really care, and they really do try to work with the defendants.
- (3) (NOT IN BALTIMORE CITY) Property purchased by new owner case, but the renters did not know that the property had changed hands. Renters were not paying rent, new hands decided to go to court. Through mediation, the new owner offered a discount and a help them look for a new place to rent. Would have NEVER happened in front of a judge. Humanity is shown when they speak face to face.
- (4) Landlord-Tenant Case was great, they could've worked it out on their own they had a great relationship, landlord offered tenant an offer that most likely not have offered if in front of a judge.
Another Case → Co mediated. People had a long friendship. Emotional. Did not reach agreement.

8. Moving forward, what changes would you suggest to improve the integration of ADR into Baltimore City's Rent Court?

- (1) Standardized opening for judges, consistency among judges. Not just language. Conversations with judges for Comprehension. Training opportunities.
- (2) Maybe have people sign up in advance. Don't have to see the judge first before participating in the process. Could change the referral system a bit. Would get them out and get going before the judge appears.
- (3) Continue the education of judges, visiting judges, etc. Making it visible in the courthouse, a banner poster, brochure, etc.
- (4) More than one volunteer, a more robust program.

9. And, what suggestions do you have for how ADR should be introduced and implemented in Rent Court in other jurisdictions?

- (1) Reaching out to existing groups for feedback and incorporating that into training. Flexibility and comfort with rapid changes, RELIABLE → initial practitioners.
- (2) Definitely involve a judge who has participated in it to explain what s/he thinks of how it helps the participants. More publicity about the opportunity. Let landlords know this is something the court offers before they show up for trial. Make it a part of the Rent Court brochures. Something you don't find out about for the first time when you show up in the courtroom. Make it available before they appear for court, but might not be possible. Don't think landlords really like to evict people.
- (3) Giving the data, contextualizing it around the necessity of the program in the first place.
- (4) Buy in from the bench

10. What's the single most important thing you would want to know about this program or see included in this report?

- (1) I would want to know statistics. How's it working?
- (2) If the statistics support it, does it humanize a really awful process?
- (3) The Data. Testimonial statements.
- (4) I want to know how many people request the service. Rent

Court Rocks!