



U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-0001

THE SECRETARY

April 16, 2002

Dear Public Housing Directors:

On March 26, 2002, the highest court in the land ruled on a case addressing the use of illegal drugs in public housing.

Specifically, the Supreme Court of the United States upheld the household responsibility clause, which holds tenants responsible when a member of the household or a guest engages in drug-related activity. This clause is clearly explained in the lease agreements of public housing tenants and is an enforceable contract that tenants enter into voluntarily.

The enforcement of this clause is left to the discretion of each public housing agency; however, I would like to urge you, as public housing administrators, to be guided by compassion and common sense in responding to cases involving the use of illegal drugs. Consider the seriousness of the offense and how it might impact other family members.

Eviction should be the last option explored, after all others have been exhausted. As Chief Justice William Rehnquist noted in the Court's opinion, "The statute does not require the eviction of any tenant who violated the lease provision. Instead, it entrusts that decision to the local public housing authorities, who are in the best position to take account of, among other things, the degree to which the housing project suffers from rampant drug-related or violent crime."

By addressing activities that threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants, the household responsibility clause provides public housing authorities a strong tool to use in dealing with the problem of illegal drugs. But as a tool, it should be applied responsibly. Applying it rigidly could generate more harm than good.

We look forward to working with you on a firm yet compassionate way of applying this new tool to benefit the residents of public housing.

Sincerely,

Mel Martinez