

## ENHANCED VOUCHER CASE LAW OVERVIEW

### **People to End Homelessness v. Develco Singles Apts.**, 339 F.3d 1 (1<sup>st</sup> Cir. 2003)

- Owner failed to properly give one year opt out notice, HUD issued enhanced vouchers to the tenants anyway, nonprofit filed for injunction and the parties agreed to 1 year temporary restraining order.
- Holding: statute doesn't require HUD to force extension or deny issuing enhanced vouchers to the tenants; temporary restraining order gives the nonprofit what they want and so no standing for further relief for the nonprofit.

### **Jeanty v. Shore Terrace Realty Ass'n**, 2004 WL 1794496 (S.D.N.Y. 2004)

- Landlord accepted the enhanced vouchers of most tenants, but not plaintiff due to history of late rent payments, landlord allowed her to stay but wanted her to sign private lease.
- Holding: Landlord agreed that the tenants had a right to remain in the property, but did not believe he had to accept the enhanced voucher, court ruled that the landlord has to accept the enhanced vouchers because otherwise the right to remain is illusory; enhanced voucher statute places added protections on vouchers; must renew absent good cause, opt-out of HUD HAP contract is not rendered meaningless as gives landlord more options.

### **Estevez v. Cosmopolitan Assocs. LLC**, 2005 WL 3164146 (E.D.N.Y. 2005)

- Landlord refused to renew lease at end of lease term, wanted full rent from tenant.
- Holding: Landlord must accept enhanced vouchers as payment, otherwise right to remain is illusory, landlord must renew lease and accept enhanced vouchers or can't evict for nonpayment; tenants have a private right of action under the Statute.

### **Feemster v. BSA Ltd. P'ship**, 548 F.3d 1063 (D.C. Cir. 2008)

- Landlord trying to sell project, court held notice of intent to sell was invalid and landlord can't evict.
- Holding: Objective inquiry tied to property's legal status, not landlord's subjective intent to sell.

### **Barrientos v. Morton LLC**, 2007 WL 7213974 (C.D. Cal. 2007), aff'd on other grounds, 583 F.3d 1197 (9<sup>th</sup> Cir. 2009)

- District Court – landlord can't evict for desire to increase rent under statute and LARSO, Circuit found no preemption, supports district court analysis of enhanced voucher statute (1207 and FN 3).
- Amicus by HUD: Supports district court's analysis, FNs 4 and 5.

### **Park Village Apts. v. Mortimer Howard Trust**, 636 F.3d 1150 (9<sup>th</sup> Cir. 2011)

- Landlord claimed enhanced voucher statute only enforceable against HUD, not binding on the landlord, refused to accept Enhanced Vouchers.
- Holding: Upholds right to remain, but can't force landlord to accept enhanced vouchers, just can't evict the tenants and can only charge their portion of the rent.(dissent says they can).

### **Hayes v. Harvey**, 903 F. 3d 32 (3<sup>rd</sup> Cir. 2018)

- Landlord opted out of HAP contract and then sold property with enhanced voucher tenants under lease. New landlord chose not to renew the enhanced voucher lease claiming he did not need good cause to fail to renew since he had purchased the property and it was the end of the lease term.
- Holding: New landlord is still bound by the enhanced voucher statute and has to renew the lease absent good cause. Remanded to district court to determine if good cause exists in this particular case.