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Landlord-tenant -- Low-income housing -- Non-renewal of lease on ground tenant put in too many work orders and accused maintenance worker of stealing from her apartment -- Plaintiff failed to establish good cause for non-renewal of lease

GREEN GABLES APARTMENTS, LTD., Plaintiff, vs. TERRI WILLIAMS, Defendant. County Court, 5th Judicial Circuit in and for Marion County. Case No. 04-1516-SC. August 30, 2004. Frances S. King, Judge. Counsel: Ian C. White, The Law Offices of Ian C. White, LLC, Jonesville, for Plaintiff. Suzanne K. Edmunds, Community Legal Services of Mid-Florida, Inc., Ocala, for Defendant.

FINAL JUDGMENT

This action was tried before the court on August 9, 2004. Present at the hearing were Elizabeth Presvot, Property Manager of Green Gables Apartments, Ian C. White, Counsel for Plaintiff, Terri Williams, Defendant, and Suzanne K. Edmunds, Counsel for Defendant. On the evidence presented, the Court makes the following:

FINDINGS OF FACT:

1. Plaintiff Green Gables Apartments, Ltd. is a participant in the Federal Low Income Housing Tax Credit Program codified in the Tax Code at 26 U.S.C. § 42.
2. Plaintiff has entered into an Extended Low-Income Housing Agreement (“ELIHA”) with the Florida Housing Finance Agency pursuant to Section 42 of the Tax Code. The ELIHA prohibits the Plaintiff from evicting or terminating the tenancy of a low-income tenant without good cause, and is enforceable by the Defendant.
3. On February 27, 2004, the Plaintiff delivered a Notice of Non-Renewal to the Defendant which stated that the Defendant's lease would not be renewed on April 1, 2004.
4. At trial, the Plaintiff's stated reasons for the non-renewal were that Defendant put in too many work orders and accused a maintenance worker of stealing from her apartment.

CONCLUSIONS OF LAW:

1. As a participant in the Federal Low Income Housing Tax Credit (“LIHTC”) Program, the Plaintiff is required to demonstrate good cause to evict or terminate the tenancy of any low-income tenant of the LIHTC property.
2. The good cause eviction protection extends to situations where the Plaintiff does not renew the lease of a low-income tenant. *See Cimarron Village Townhomes, Ltd. v. Washington*, No. C3-99-118, 1999 Minn. App. LEXIS 890 (1999); *Cimarron Village v. Washington*, 659 N.W.2d 811 (Minn. App., 2003); *Carter v. Maryland Management Co.*, 377 Md. 596 (2003).
3. Plaintiff failed to establish good cause for the non-renewal of Defendant's lease.

Based upon the foregoing, IT IS ADJUDGED that Plaintiff, Green Gables Apartments, Ltd., take nothing by this action and that Defendant, Terri Williams, 2600 S.W. 10th Street, #206, Ocala, Florida, 34474 is entitled to possession of said premises.