April 24, 2026

Submitted electronically through www.regulations.gov
U.S. Department of Housing and Urban Development
Office of General Counsel
Regulations Division
451 7th Street SW
Room 10276
Washington, D.C. 20410-0500

Re: Revocation of the 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent, Docket No. FR-6529-N-02

Thank you for the opportunity to provide feedback on the Department of Housing and Urban Development's ("HUD") interim final rule, Revocation of the 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent, 91 Fed. Reg. 9449 (Feb. 26, 2026) ("2026 IFR").[1]

The following comments are submitted on behalf of the National Housing Law Project ("NHLP") and members of the Housing Justice Network ("HJN"). NHLP's mission is to advance housing justice for people living in poverty and their communities. NHLP achieves this by strengthening and enforcing the rights of tenants and increasing housing opportunities for underserved communities. Our organization also provides technical assistance and policy support on a range of housing issues to legal services and other advocates nationwide. NHLP hosts the national HJN, a vast field network of over 2,600 community-level housing advocates and resident leaders, including legal aid attorneys who help defend tenants against evictions. HJN member organizations are committed to protecting affordable housing and residents' rights for low-income families across the country.

We strongly oppose the 2026 IFR, which represents a major setback in efforts to prevent unnecessary evictions in HUD housing. We continue to support HUD's 2024 final rule, 30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent, 89 Fed. Reg. 101,270 (Dec. 13, 2024) ("2024 eviction prevention rule" or "2024 final rule"). We urge HUD to withdraw the 2026 IFR and allow the 2024 final rule to remain effective to prevent the devastating effects of widespread and avoidable evictions.

In the alternative, and notwithstanding our unconditional opposition to the 2026 IFR, we urge HUD to withdraw the 2026 IFR and issue a new notice of proposed rulemaking after it has gathered and analyzed missing data, as described more fully herein, and to consider alternatives

[1] The interim final rule is now being treated as a proposed rule pursuant to 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent; Indefinite Delay of Effective Date, 91 Fed. Reg. 12301 (Mar. 13, 2026).

90 NEW MONTGOMERY ST. SUITE 1015
SAN FRANCISCO, CA 94105
415 546-7000 | NHLP@NHLP.ORG

1275 K ST. NW SUITE 300
WASHINGTON, DC 20005-4855
415 546-7000 | NHLP@NHLP.ORG

to wholesale rescission of the 2024 final rule.

APPENDIX
EXHIBIT

NHLP submitted a comment to the 2023 notice of proposed rulemaking preceding publication of the 2024 final rule, and asks that it be considered as part of and incorporated into the administrative record. It is attached as Appendix Exhibit A.

Comment continues on next page.

NHLP and HJN Comments on HUD's 2026 Interim Final Rule

HUD's 2026 IFR, which HUD is now treating as a proposed rule, is an unjustified and poorly reasoned attempt to revoke critical tenant protections promulgated just over a year ago, and to make it easier to evict HUD tenants for resolvable payment issues that are often outside of a tenant's control. These protections have been successful in stopping unnecessary evictions from public housing and Section 8 Project-Based Rental Assistance ("PBRA") properties by providing tenants with time and information to correct ledger errors, recertify their income, recover from temporary hardships, and access rental assistance. Revocation of the rule will increase preventable evictions, disparately impacting Black families, women, and families with children, with severe personal and societal costs. HUD presents outdated and misleading data to support the revocation, and does not consider any data from the time period the 2024 final rule has actually been in effect. HUD also makes vague and unsupported assertions about the burden of the 2024 final rule on landlords, without citing any of the hundreds of comments by tenants and tenant advocates about the harms of eviction and the benefits of the 2024 final rule. HUD should withdraw the 2026 IFR and preserve the 2024 eviction prevention rule in full.

Table of Contents

* * *

I. History of the HUD 30-Day Notice Requirement

In order to understand why revocation of the 2024 eviction prevention rule is misguided and unreasonable, it is important to understand the history leading up to the 2026 IFR. HUD began to require 30 days' notice before eviction for nonpayment of rent in certain programs in response to pandemic conditions that exacerbated *existing pre-pandemic issues*. Put differently, the pandemic brought to light problematic eviction practices and trends that predated COVID-19 and that HUD sought to mitigate on a permanent basis through rulemaking. The history also illuminates the lengthy public engagement process HUD engaged in over three years and two public comment periods involving hundreds of stakeholders with diverse opinions. The outcome of this process was well-reasoned rulemaking that should not be summarily discarded just a year after becoming effective.

a. HUD regulations prior to 2021

Prior to 2021, HUD regulations required that public housing tenants receive 14 days' notice of eviction for nonpayment of rent, with no cure period within which the housing authority must accept payment of arrears.[2] Tenants in Section 8 Project-Based Rental Assistance ("PBRA") properties were only entitled to minimum notice under state law, as little as three days or less in some states,[3] also without any right to cure.[4] Neither program's regulations required that termination notices include an itemized statement of the balance owed or information about how the tenant could reduce their rent portion if unaffordable.

b. 2021 Interim Final Rule

HUD issued an interim final rule on October 7, 2021, requiring that certain HUD-subsidized landlords provide tenants facing eviction for nonpayment of rent with 30 days' notice and information about available emergency rental assistance ("2021 IFR"). Effective November 8, 2021, it covered public housing and properties with PBRA.[5] HUD simultaneously issued the requisite declaration of emergency and supplemental guidance. The guidance required public housing authorities ("PHAs") and landlords to provide at least 30 days' notice of lease termination for nonpayment of rent, and to include in such notice information on financial assistance in its public housing program and multifamily housing programs.[6]

HUD promulgated the 2021 IFR in response to the exacerbation of problems that were not unique to the COVID-19 pandemic—namely, the nationwide affordable housing crisis, delays associated with obtaining available rental assistance, and the failure of subsidized housing

---

[2] 91 Fed. Reg. at 9450.

[3] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 21–24. In some states minimum notice requirements are waivable meaning tenants receive no notice before an eviction is filed. 89 Fed. Reg. at 101,276 (citing comment from a Tennessee advocate about the right to waive notice under state law).

[4] 91 Fed. Reg. at 9450.

[5] Extension of Time and Required Disclosures for Notification of Nonpayment of Rent, 86 Fed Reg. 55693 (Oct. 7, 2021).

[6] Supplemental Guidance to the Interim Final Rule "Extension of Time and Required Disclosures for Notification of Nonpayment of Rent," Notice PIH 2021-29; H 2021-06 (Oct. 7, 2021).

providers to work with tenants to avoid eviction using the existing tools at their disposal. In its reasoning for the 2021 IFR, HUD explained that "[t]he loss of jobs created by the COVID-19 pandemic exacerbated an affordable housing crisis that predated the pandemic."[7] HUD also cited the existence of emergency rental assistance funds ("ERA"), and delays in accessing said assistance because of "obstacles to tenants knowing about and applying for available funds, such as complexities in the application processes, privacy concerns, and a lack of understanding as to funding availability."[8] HUD believed the rule was necessary because "not all housing providers may be providing additional time for tenants to access ERA funds, allowing recertifications to be retroactive to cover arrears, or actively encouraging tenants to recertify their income."[9] Based on these factors, the rule would prevent "unnecessary" evictions.[10]

HUD received 44 comments in response to the 2021 IFR, including comments from housing advocates, individuals, and a coalition of state attorneys general.[11] Many comments applauded the rule while urging HUD to expand it in various ways.[12] For example, HUD received comments stating that notice should provide tenants with the opportunity to apply for a rent recalculation and that the 30-day notice requirement should not be limited to times of national emergency.[13]

c. 2023 Notice of Proposed Rulemaking

On December 1, 2023, HUD published a proposed rule seeking to make the extended notice period in the 2021 IFR generally applicable and no longer contingent on the existence of a national emergency or the availability of ERA funds ("2023 NPRM"). In addition to requiring 30 days' notice of eviction for nonpayment of rent, the proposed rule required that the notice include (1) instructions on how the tenant can cure the nonpayment of rent violation, (2) information on how the tenant can recertify their income, apply for a hardship exemption, or switch from flat to income-based rent in the public housing program, and (3) in the case of a presidential declaration of national emergency, such information as required by the Secretary.[14]

In justifying the proposed rule, HUD cited data showing that eviction leads to long-term health and educational impacts for children, as well as put households at increased risk of homelessness.[15] Eviction and homelessness have great personal and societal costs, including increased burden on state resources and the shelter system.[16] People of color, women, and

---

[7] 86 Fed Reg. at 55694.
[8] *Id.* at 55696.
[9] *Id.* at 55699.
[10] *Id.* at 55694.
[11] *See* HUD, Dkt. No. HUD-2021-0061, Regulations.gov, https://www.regulations.gov/docket/HUD-2021-0061.
[12] *See, e.g.*, Letitia James, Comments from State Attorneys General in Support of HUD Interim Final Rule: "Extension of Time and Required Disclosures for Notification of Nonpayment of Rent," Dkt. No. HUD-2021-0061-0043, (Nov. 8, 2021).
[13] 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent, 88 Fed. Reg. 83,877, 83,879 (proposed Dec. 1, 2023).
[14] 88 Fed. Reg. at 83,877.
[15] *Id.* at 83,878.
[16] *Id.*

families with children are more likely to be evicted.[17]

HUD further noted that the proposed rule "would curtail preventable and unnecessary evictions by providing tenants with time and information to help cure nonpayment violations."[18] This time and information would allow tenants to "report income changes" in order to obtain rent and ledger adjustments, and "negotiate repayment plans" before housing providers commence a judicial eviction proceeding.[19] HUD cited data showing that longer notice periods correlate with lower eviction filing rates.[20] HUD also cited the patchwork of state and local laws that subject HUD tenants to vastly disparate protections.[21]

At the same time, HUD's analysis also showed that the 2021 IFR did not cause a significant burden to public housing authorities and landlords. A conservative estimate of lost revenue in 2022 resulting from the 30-day notice requirement was $1.14 per occupied unit per year for PBRA housing and only $0.55 per occupied unit per year for public housing.[22]

HUD did not issue the proposed rule in a vacuum. In addition to the comments in response to the 2021 IFR, HUD noted that it

> considered the perspectives of stakeholders and subject matter experts in drafting this rule. The Department routinely hears from and carefully considers the perspectives of PHAs and owners, and the multiple associations that represent those PHAs and owners. The Department has also solicited the perspectives of tenants in HUD-subsidized housing and the perspectives of people who provide support and legal representation to those tenants. HUD has conducted listening sessions with tenants who reside in HUD-subsidized housing. HUD has also consulted with non-profit legal service providers who represent subsidized tenants in eviction proceedings and other eviction prevention actions. In addition, HUD has considered the perspectives of scholars and legal experts who study eviction prevention and has reviewed key decisions related to evictions made by State courts.[23]

d. 2024 final rule

On December 13, 2024, HUD published a final rule that requires that PHAs and private owners that operate public housing and PBRA properties provide a minimum of 30 days' written notice and opportunity to cure a nonpayment violation before an eviction can be filed in court (hereinafter, "2024 final rule" or "2024 eviction prevention rule").[24] In addition to other pre-

[17] *Id.* at 83,878–83,879
[18] *Id.* at 83,877.
[19] *Id.* at 83,881.
[20] *Id.* at 83,879.
[21] *Id.*
[22] HUD, FR-6387-P-01, Proposed Rule Regulatory Impact Analysis (Nov. 30, 2023), https://www.regulations.gov/document/HUD-2023-0098-0002, at 13.
[23] 88 Fed. Reg. at 83,882
[24] 88 Fed. Reg. at 101,270. Specifically, the rule covers Section 8 Project-Based Rental Assistance, Section 202/162 Project Assistance Contract (PAC), Section 202 Project Rental Assistance Contract (PRAC), Section 811 PRAC, Section 811 Project Rental Assistance Program (811 PRA), and Senior Preservation Rental Assistance Contract Projects (SPRAC).

existing program-specific requirements, the notice must contain: (1) instructions on how the tenant can cure the nonpayment violation; (2) the amount due, itemized and separated by month, with the amount of rent due listed separately from any other arrearages allowed by HUD and included in the lease; (3) the date by which the tenant must pay the amount owed before an eviction for nonpayment can be filed; (4) information about how the tenant can recertify their income and/or request a hardship exemption from minimum rent under 24 C.F.R. § 5.630; (5) in public housing, information about how the tenant can request to switch from flat rent to income-based rent; and (6) in circumstances where there is a presidential declaration of national emergency, any information that the HUD Secretary requires.[25] In response to comments, the final rule added the requirement that the landlord provide an itemized breakdown of the balance showing rent and non-rent charges by month. Also in response to comments, the final rule clarified that the owner may not provide the 30-day notice before the day after rent is due according to the lease and that the landlord may not proceed with eviction if the tenant cures the rent arrearage within the 30-day period.[26]

HUD thoroughly responded to the 316 comments it received from "individuals, landlords, tenants, property owners . . ., housing authorities, housing cooperatives, non-profit housing organizations, non-profit organizations representing seniors or individuals with disabilities, housing associations, case managers for individuals experiencing homelessness, churches, [and] law firms" in response to the 2023 NPRM.[27] Specifically, HUD considered and responded to comments in support of the 2023 NPRM citing the harms of eviction; the impacts of increased homelessness and housing insecurity; the benefits of additional eviction protections for people with disabilities, seniors, and lower-income families; the improper use of eviction as a rent-collection tool by subsidized housing providers; the need for more time and resources before eviction; the need to provide additional protection beyond the draconian, fast-tracked eviction process under many state laws; the fact that most HUD housing providers were already accustomed to providing 30 days' notice under the CARES Act such that the rule would not be burdensome; and the negative financial impact of eviction on landlords.[28]

HUD also considered and ultimately rejected suggestions by tenant advocates that the rule go even further. Some of these ideas included requiring a notice period longer than 30 days, requiring additional disclosures in the eviction notice, applying the rule to evictions for reasons other than non-payment, and applying the rule to additional HUD programs.[29]

HUD gave equal consideration to the concerns of property owners and housing authorities, as well as their industry groups. HUD considered and responded to comments in opposition to the 2023 NPRM citing the financial burden and hardship on landlords, the impact on small housing providers, the fact that tenants are already aware of their recertification rights and that housing providers make every effort to keep tenants housed, the administrative burden of the proposed rule, penalties associated with high Tenant Accounts Receivables ("TARs"), the legal rights of landlords, the impact of delayed eviction cases, the impact on landlord

[25] *Id.* at 101,302–101,304.
[26] *Id.* at 101,271.
[27] *Id*. at 101,272.
[28] *Id.* at 101,273–101,277.
[29] *Id.* at 101,292–101,299.

participation in HUD programs, the negative impact of higher rent arrears on tenants, the negative impact of delayed evictions on applicants awaiting assistance, unfairness toward landlords, the risk of tenant abuse or misuse of additional time and damage to property, and the idea that eviction procedures should be left to the states and that the NPRM represented federal overreach.[30]

After considering all of the comments for and against the additional eviction protections, HUD repeatedly concluded that the 2024 final rule "strikes a balance" between the needs and interests of landlords and tenants.[31]

In addition to consideration of comments, HUD released a Regulatory Impact Analysis ("2024 RIA") with the 2024 final rule. The 2024 RIA estimated that the 2024 final rule would avoid between $6.3 million and $37.7 million in societal costs associated with increased homelessness, not to mention the negative physical and mental health effects of eviction on individuals.[32] By contrast, the upfront compliance costs for housing providers was estimated at only $4.8 million, with rental income losses estimated at only 72 cents per occupied unit of public housing per year and $1.82 per occupied unit of PBRA housing per year.[33] The 2024 RIA thus supported HUD's conclusion that the 2024 final rule reflected an appropriate balance between the needs of tenants and housing providers by preventing the individual and societal costs of eviction and homelessness while minimizing the burden on landlords.

e. 2026 Interim Final Rule

On February 26, 2026, HUD published an interim final rule titled Revocation of the 30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent ("2026 IFR").[34] The IFR revokes the 2024 final rule and returns to pre-2021 eviction notice requirements. On March 2, 2026, the Jane Addams Senior Caucus, the North Carolina Tenants Union, and Lisa Sadler filed a lawsuit on behalf of two tenant associations and one individual HUD-subsidized tenant to challenge the 2026 IFR as arbitrary and capricious, and violative of HUD's notice and comment requirements.[35] In the lawsuit, plaintiffs moved for an immediate stay of the effective date because the plaintiffs face imminent eviction for nonpayment with insufficient notice to resolve their nonpayment issue. In response to the litigation, on March 13, 2026, HUD indefinitely delayed the effective date of the IFR and stated that it would treat the IFR as a proposed rule.[36]

---

[30] *See, generally, Id.* at 101,277–101,291.

[31] *Id.* at 101,277; *see also* 101,278, 101,280, 101,282, 101,283, 101,285, 101,288, 101,289, 101,290, 101,292, 101,294, 101,296, 101,300, 101,301.

[32] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 8–11.

[33] *Id.* at 13; 16.

[34] 91 Fed. Reg. 9449 (Feb. 26, 2026).

[35] Jane Addams Senior Caucus v. HUD, 1:26-cv-00718 (D.D.C. 3/2/26).

[36] Revocation of the 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent; Indefinite Delay of Effective Date, 91 Fed. Reg. 12301 (Mar. 13, 2026).

II. Evictions, Especially of Federally Subsidized Tenants, Cause Grave Harm to Families and Society

HUD's 30-day notice requirement has been and remains necessary to address the pervasive problem of preventable evictions of public housing and Section 8 PBRA tenants. Data pre-dating the COVID-19 pandemic shows that PHAs are more likely than their private market counterparts to use serial eviction filings against tenants, especially in communities with a higher number of Black residents.[37]

a. Evictions cause grave harm to families and society.

High eviction rates have serious negative consequences for individual households and the communities they live in. It is well documented and undisputed that evictions cause severe physical and mental health consequences for families. In addition to the impacts detailed in HUD's 2023 notice of proposed rulemaking[38] and NHLP's 2023 comment, incorporated herein as Appendix Exhibit A, numerous recent academic studies affirm these findings. Peer reviewed studies published in 2023 and 2024 found that increased rent burden and eviction are associated with increased mortality.[39] Specifically, an eviction filing without judgment was associated with a 19% increase in mortality and an eviction judgment was associated with a 40% increase in mortality.[40] Multiple peer-reviewed studies found that eviction is associated with adverse mental health outcomes, including depression, anxiety, and post-traumatic stress disorder among others, across populations.[41] At least two peer-reviewed studies from 2025 affirm earlier research that eviction has negative health and academic impacts on children.[42]

In addition, a literature review published in January, 2024 reported that an individual

---

[37] Lillian Leung, Peter Hepburn, James Hendrickson, and Matthew Desmond, *Public Housing and the Threat of Eviction*, EVICTION LAB (Aug. 26, 2023), https://evictionlab.org/public-housing-and-the-threat-of-eviction/.

[38] 88 Fed. Reg. at 83,878.

[39] Nick Graetz, Carl Gershenson, Sonya Porter, Danielle Sandler, Emily Lemmerman, and Matthew Desmond, *The Impacts of Rent Burden and Eviction on Mortality in the United States, 2000–2019*, 340 SOC. SCI. & MED. at 6 (Jan. 2024), https://pubmed.ncbi.nlm.nih.gov/38007965/; Shreya Rao, Utibe Essien, Tiffany Powell-Wiley, Bhumika Maddineni, Sandeep Das, Ethan Halm, Ambarish Pandey, and Andrew Sumarsono, *Association of US County-Level Eviction Rates and All-Cause Mortality*, 38 J. GEN. INTERNAL MED. 1207, 1207 (2023), https://pubmed.ncbi.nlm.nih.gov/36344645/ ("[A]ll-cause mortality increas[ed] by 9.32 deaths per 100,000 people . . . for every 1% increase in [county-level] eviction rates.").

[40] Graetz et al 2024 at 6.

[41] *See generally* Jack Tsai, Natalie Jones, Dorota Szymkowaiak, and Robert A. Rosenheck, *Longitudinal Study of the Housing and Mental Health Outcomes of Tenants Appearing in Eviction Court*, 56 SOC. PSYCHIATRY & PSYCHIATRIC EPIDEMIOLOGY 1679 (2021), https://pubmed.ncbi.nlm.nih.gov/32926182/ (demonstrating housing loss is associated with increased suicide, depression, post-traumatic stress disorder, and anxiety); Binod Acharya, Dependra Bhatta, and Chandra Dhakal, *The Risk of Eviction and the Mental Health Outcomes Among the US Adults*, 29 PREVENTIVE MED. REPS. at 5 (Oct. 2022), https://pmc.ncbi.nlm.nih.gov/articles/PMC9502670/.

[42] Gabriel L Schwartz, Nigel Walsh Harriman, Bruce Ramphal, Natalie Slopen, *Eviction, inability to pay rent, and youth mental health: a fixed effects study*, AMERICAN JOURNAL OF EPIDEMIOLOGY, Volume 194, Issue 12, December 2025, at 3501–3509, https://doi.org/10.1093/aje/kwaf212; Peter Hepburn, Danny Grubbs-Donovan, and Matthew Desmond, *Consequences of Eviction-Led Forced Mobility for School-Age Children in Houston*, SOCIOLOGY OF EDUCATION 98(3), at 184–202 (Apr. 26, 2025), https://journals.sagepub.com/doi/10.1177/00380407251333651.

with unstable housing lives an average of 27.3 fewer years than a person with stable housing.[43] And a 2024 position paper from the American College of Physicians ("ACP") affirms that the "stressful and traumatic experience of becoming unhoused, facing eviction, or having to move frequently" worsens chronic health conditions, increases exposure to communicable diseases, and exacerbates behavioral health and substance use conditions.[44] The ACP goes on to suggest that evictions result in community-level changes that could affect the health of non-evicted community members.[45] HUD should consider these new peer-reviewed studies and other publications before rescinding a rule designed to reduce the number of unnecessary evictions from HUD-subsidized housing.

b. Tenants with project-based subsidies like public housing and PBRA face even more dire outcomes should they be evicted.

Families evicted from public housing and PBRA are particularly vulnerable to homelessness, with all of its personal and societal costs. The 2024 final rule only applies to site-based subsidized housing, meaning the subsidy is tied to the unit and benefits only the individual living in that unit. This means that a person evicted from the dwelling unit loses both their housing and their housing assistance. Once evicted, the individual no longer has any connection to a subsidized housing program. When the evicted tenant looks for new housing, it will be at market rate and almost certainly unaffordable to the displaced tenants.

This is because public housing and PBRA tenants are among the poorest and most vulnerable in the country. According to 2025 HUD data (based on the 2020 census), the average annual household income of public housing and Section 8 PBRA residents is $19,743 and $16,427, respectively—well below the 2025 federal poverty line for even a two-person household. In fact, 74 percent of public housing tenants, and 82 percent of PBRA households qualify as extremely low income, meaning they are living at 30 percent of Area Median Income or below. In addition, around 38 percent of public housing households and 54 percent of PBRA households are headed by seniors (age 62+), and around 41 percent of public housing households and 31 percent of PBRA households include a member with a disability. About 31 percent of public housing households and 22 percent of PBRA households are female-headed households with children.[46] Accordingly, these HUD-subsidized tenants are among those least able to absorb housing disruption.

These tenants are also guaranteed to experience homelessness or severe housing instability if evicted, since they are unlikely to be able to be able to find affordable rentals on the private market. Extremely low-income renters make up the vast majority of severely cost-burdened renters nationally, but there is a national shortage of 7.2 million homes affordable to

---

[43] Gabriel Schwartz, Kathryn Leifheit, Mariana Arcaya, Danya Keene, *Eviction as a community health exposure*, 340 SOC. SCI. & MED. (Jan. 2024), https://pubmed.ncbi.nlm.nih.gov/38091853/.

[44] Josh Serchen, David Hilden, Mica Beachy, *Meeting the Health and Social Needs of America's Unhoused and Housing-Unstable Populations: A Position Paper from the American College of Physicians*, ANNALS OF INTERNAL MEDICINE (Feb. 27, 2024), https://www.acpjournals.org/doi/10.7326/M23-2795.

[45] *Id.*

[46] U.S. Dep't of Housing and Urban Development, Picture of Subsidized Households (search with filters "2025 Based on 2020 Census," "U.S. Total," "Project Based Section 8," and "Public Housing"), https://www.huduser.gov/portal/datasets/assthsg.html.

families in this income bracket. In fact, no state has a sufficient supply of rental housing that is affordable and available to extremely low-income renters.[47] And not only are waiting lists for subsidized housing sometimes years long, but having an eviction record will make it harder for a tenant to obtain subsidized housing in the future.[48] An increase in the eviction filing rate correlates with an increase in the rate of sheltered homelessness and, in some jurisdictions, unsheltered homelessness as well.[49]

Illustrating just how dire the impact of eviction is on tenants with project-based HUD subsidies, the 2025 national housing wage for a one-bedroom apartment is just over $28 per hour.[50] This means that a tenant must make just over $58,000 per year, or roughly three times what most public housing and PBRA tenants receive in income, to access the private rental market. As of 2025, twenty states still enforce the federal minimum wage of $7.25 per hour, one quarter of what is needed to afford housing on the private market.[51] Disabled tenants who cannot work and whose sole income is Supplemental Security Income are in an even worse position, receiving as little as $967 per month, or $11,607 per year, one-fifth what they need to afford housing on the private market.[52]

In sum, HUD properly concluded in 2024 that the minor inconvenience of waiting an extra 16 to 30 days to obtain an eviction judgment pales in comparison to the severe harm eviction causes subsidized families, particularly when that eviction is entirely avoidable.

c. Families will be most harmed in states with short notice periods and limited protections.

HUD noted in the preamble to the 2024 final rule that tenants in HUD housing across the country are subject to vastly different notice periods under state law, leading to different results for residents in the same federal housing program.[53] Without the 2024 eviction prevention rule, public housing authorities and owners are likely to revert back to their pre-2021 notice requirements, which are almost always shorter, often provide limited to no opportunity to cure, and rarely have any informational requirements. At least 45 housing authorities, plus numerous corporate multifamily operators and industry groups, submitted comments in opposition to the 2023 NPRM, claiming that the notice requirements were too burdensome. Though HUD determined in its preamble to the 2024 final rule and its 2024 RIA that the burden on landlords was minimal in comparison to the overwhelming benefit of the rule, the volume of housing provider opposition demonstrates the likelihood that landlords will not continue to provide 30-

---

[47] National Low Income Housing Coalition, *The Gap* at 4 (Mar. 2026), https://nlihc.org/sites/default/files/gap/2026/gap-report_2026_english.pdf.

[48] See 24 C.F.R. § 982.552(c)(1)(ii) (allowing a Public Housing Authority to deny admission to a tenant who has been evicted from federally assisted housing in the last five years).

[49] Dan Treglia, Thomas Byrne, Vijaya Tamla Rai, *Quantifying the Impact of Evictions and Eviction Filings on Homelessness Rates in the United States,* HOUSING POLICY DEBATE (Mar. 2023), https://www.tandfonline.com/doi/full/10.1080/10511482.2023.2186749.

[50] National Low Income Housing Coalition, *Out of Reach 2025* at 14 (2025), https://nlihc.org/sites/default/files/oor/2025_OOR_FullReport.pdf.

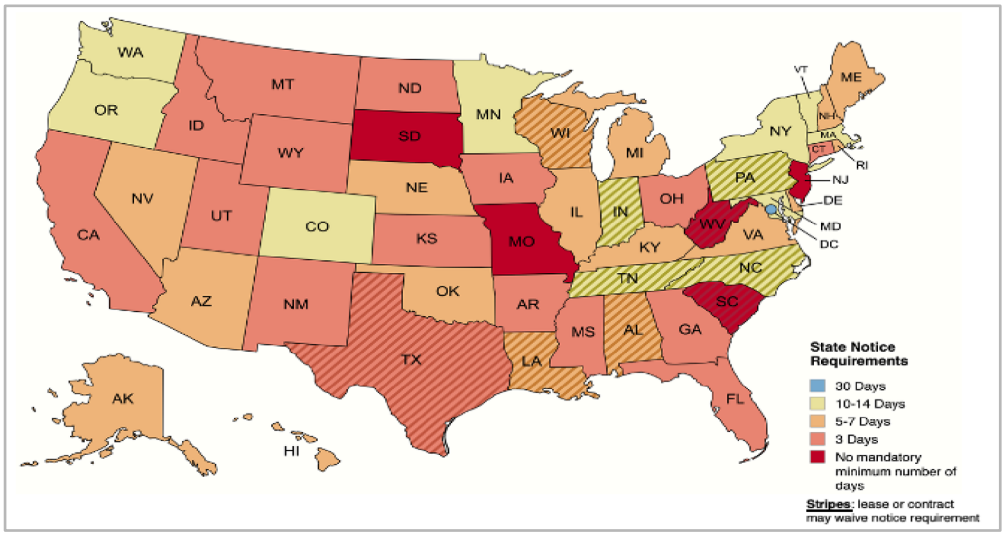
[51] *Id.* at 13.

[52] *Id.* at 295.

[53] 89 Fed. Reg. at 101,270. *See also* HUD, FR-6387-P-01, Proposed Rule Regulatory Impact Analysis (Nov. 30, 2023), https://www.regulations.gov/document/HUD-2023-0098-0002, at 5–6.

day notices with all of the beneficial informational requirements if HUD no longer requires such notice. NHLP's network of legal aid attorneys report that some public housing and PBRA providers are not even complying with the 2024 final rule—either by failing to include the required information or skipping the 30-day requirement altogether. See Appendix Exhibits B and C (Illinois PBRA owner continues to provide five-day notices to tenants). This is more evidence that landlords will revert back to their old notice requirements if the 2024 final rule is revoked.

This means that public housing tenants will be entitled to only 14 days' notice to vacate for nonpayment of rent, and notice requirements for PBRA tenants will revert to local law.[54] Tenants will not be entitled to cure the arrearage unless required by state law. They will also not be entitled to an itemized statement of what they allegedly owe, or important information about how to change their rent, unless required by state law. As the 2024 map below,[55] developed by researchers at the George Washington University School of Law Health Equity Policy & Advocacy Clinic, shows, the majority of states require only three to five days' notice, and in some states that notice is waivable.[56] HUD's own research shows that at least nine states have laws that permit a landlord to terminate a tenancy with an "unconditional quit notice" with no opportunity to cure before the landlord can file an eviction proceeding in court. In those states, HUD tenants can be taken to eviction court for being one day late on rent, even if they pay the



[54] 91 Fed. Reg. at 9450. While the CARES Act's 30 day notice requirement arguably still applies, a staggering 88 percent of respondents to an HJN survey reported inconsistent or no enforcement in state eviction courts. National Housing Law Project, "Rising Evictions in HUD-Assisted Housing: Survey of Legal Aid Attorneys" at 1 (July 2022), https://www.nhlp.org/wp-content/uploads/HUD-Housing-Survey-2022.pdf. Moreover, at least one state supreme court has ruled that the provision is no longer enforceable. MIMG CLXXII Retreat on 6th, LLC v. Miller, No. 23-0670, 2025 WL 284961 (Iowa Jan. 24, 2025).

[55] These laws are rapidly changing; for example, since the development of this map, D.C. has reduced its notice period to 14 days.

[56] Notice is waivable when a state statute allows landlords to include a provision in their lease agreement waiving minimum notice requirements, and/or courts in the state have recognized that such waivers are enforceable. In such jurisdictions, landlords routinely insert notice waivers in their lease agreements. Tenants, and in particular low-income tenants facing a market shortage of affordable housing, do not have bargaining power to avoid such lease provisions.

arrears beforehand. At least 10 other states offer only three days to cure nonpayment.[57]

Allowing tenants to be evicted, *and lose their housing subsidy*, based on draconian eviction laws in many states, runs counter to Congress's purpose in creating the HUD housing programs. Those programs were intended "to remedy the unsafe housing conditions and the acute shortage of decent and safe dwellings for low-income families" and "to address the shortage of housing affordable to low-income families."[58] HUD should be focusing its efforts on keeping low-income families housed rather than facilitating their eviction. As explained later in this comment, many evictions of public housing and PBRA tenants are preventable, but the issues underlying the eviction usually cannot be resolved in three days.

The lack of uniform protections between states will also create a confusing patchwork of rules that will be challenging to navigate for housing providers that operate in multiple states, tenants seeking to research and enforce their rights, and the courts adjudicating their eviction cases. For example, many PBRA providers operate in multiple states with dramatically different eviction notice laws. These providers will need to create separate and distinct notices and follow different procedures for eviction in each state. And tenants, the vast majority of whom are unrepresented, are unlikely to have the resources to assess whether the notice they have received is compliant with their state law or whether their landlord has simply recycled a notice used in a different state. Thus, the patchwork of notice requirements creates a burden for both housing providers and tenants. The uniform requirements of the 2024 eviction prevention rule allow housing providers that operate across jurisdictions to create and provide one uniform notice and follow one set of requirements for all of their properties. And having one uniformly applicable federal notice rule allows tenants to more easily access information about, and enforce, their rights without an attorney.

Revoking the uniform rule will also impede efforts by groups like the NHLP to provide technical assistance and resources on tenants' rights in the federally subsidized housing programs to its network of legal aid lawyers and other advocates representing HUD tenants in evictions. NHLP regularly advises legal services attorneys from around the country on issues related to eviction from federally subsidized housing, and publishes the most widely used manual on tenants' rights in the HUD subsidy programs. NHLP holds webinars and trainings for advocates defending evictions of HUD tenants. The 2024 eviction prevention rule has improved NHLP's ability to provide advice and resources to HJN members across jurisdictions, which in turn has helped local advocates resolve nonpayment disputes favorably in a manner that benefits both landlords and tenants.

d. Tenants of color and families with children will be disproportionately harmed by revocation of the 2024 eviction prevention rule.

Public housing and PBRA tenants are disproportionately Black. Approximately 45% of public housing tenants and 35% of PBRA tenants are Black, while just 13.7% of the national

[57] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 21–24.
[58] 42 U.S.C. § 1437.

population is Black.[59]

Nationally, eviction disproportionately affects Black households, women, and families with young children. According to the most recent peer reviewed evidence, between 2007 and 2016, approximately one in five Black adult renters lived in a household that received an eviction filing, compared to one in 24 white adult renters.[60] Black women are evicted at the highest rates: approximately 15.9 percent more female than male renters across all races and 36.3 percent more black women than black men are evicted.[61] Overwhelmingly, families with young children are disproportionately impacted by eviction: The eviction filing rate for adults living with a child was more than double (10.4 percent) the rate for adults without children (five percent).[62]

HUD is no stranger to these statistics. As explained in the 2023 NPRM, eviction protections in the federal subsidy programs are necessary to address the fact that harm from eviction is "not equally distributed" under the "variable patchwork" of notice requirements under state law:

> People of color, women, and families with children are more likely to be evicted. A 2020 study found Black renters received a disproportionate share of eviction filings and experienced the highest rates of eviction filings and eviction judgments. The study stated that Black and Latinx female renters faced higher eviction rates than their male counterparts. Another study found that almost 15 percent of American children born in large cities between 1998 and 2000 had experienced an eviction by age 15. The percentage was approximately 29 percent for children living in deep poverty.[63]

In the 2024 final rule's preamble, HUD again justified its rulemaking action as necessary to address racial disparities in evictions:

> Studies have also shown that evictions are unequally distributed as people of color, women, and families with children are more likely to be evicted. Yet, evictions for HUD-assisted housing could be prevented with more time and notice which might help all parties work together to pay the rent owed or attain a rent hardship exemption, rent

---

[59] U.S. Dep't of Housing and Urban Development, Picture of Subsidized Households (search with filters "2025 Based on 2020 Census," "U.S. Total," "Project Based Section 8," and "Public Housing"), https://www.huduser.gov/portal/datasets/assthsg.html; United States Census, QuickFacts, https://www.census.gov/quickfacts/fact/table/US/PST045224 (last visited Mar. 1, 2026).

[60] Nick Graetz, Carl Gershenson, Peter Hepburn, Matthew Desmond, *A comprehensive demographic profile of the US evicted population*, PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES, 120(41) (Oct. 2, 2023), https://pubmed.ncbi.nlm.nih.gov/37782792/.

[61] Peter Hepburn, Renee Louis, Matthew Desmond., *Racial and Gender Disparities among Evicted Americans*, SOCIOLOGICAL SCIENCE (Dec. 16, 2023), https://sociologicalscience.com/articles-v7-27-649/.

[62] Nick Graetz, Carl Gershenson, Peter Hepburn, Matthew Desmond, *A comprehensive demographic profile of the US evicted population*, PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES, 120(41) (Oct. 2, 2023), https://pubmed.ncbi.nlm.nih.gov/37782792/.

[63] 88 Fed. Reg. at 83,878-83,879 (citing Hepburn, P., Louis, R., & Desmond, M., *Racial and Gender Disparities among Evicted Americans*, SOCIOLOGICAL SCIENCE 7, 657 (2020), https://sociologicalscience.com/articles-v7-27-649/; Lundberg, I., & Donnelly, L., *A Research Note on the Prevalence of Housing Eviction Among Children Born in U.S. Cities,* DEMOGRAPHY, 56(1), 391–404 (2019), https://pubmed.ncbi.nlm.nih.gov/30484162/.

recalculation, and/or other financial rental assistance.[64]

And HUD acknowledged in its 2024 Regulatory Impact Analysis that evictions from public housing and PBRA disproportionately impact Black families. In 2022, 43 percent of the overall population living in PBRA-assisted housing was Black, while 60 percent of the population in PBRA households that moved out due to nonpayment of rent was Black.[65]

Rectifying racial disparity in evictions was clearly at the center of HUD's reasoning in promulgating the 2023 NPRM and the 2024 final rule. Based on data cited repeatedly by HUD, revocation of the rule will have a disparate impact on Black people generally, as well as Black women and families with children. As described in more detail later in this comment, the 2026 IFR does not serve a substantial legitimate justification and even if it did, there are less-discriminatory alternatives. Therefore by causing a disparate impact on protected groups, the 2026 IFR violates the Fair Housing Act.[66] It also conflicts with HUD's statutory duty to affirmatively further fair housing.[67]

Yet, HUD fails to even acknowledge or address the racial impact of the revocation in the 2026 IFR. HUD must grapple with the well-established disparate impact of eviction on people of color and families with children before it revokes a rule designed to mitigate that impact.

e. Eviction harms are compounded by short or non-existent pre-filing notice requirements, because the filing of an eviction in court triggers negative impacts in the immediate and long term.

Short or non-existent pre-filing notice requirements magnify the risk of eviction by limiting opportunities to resolve underlying issues and impairing tenants' ability to secure future housing. *First*, once an eviction is filed, tenants often face a timeline and set of procedural barriers that make it exponentially more difficult to address the cause of the alleged nonpayment. In many states, the court eviction process moves so quickly after filing that there is little time or incentive to resolve problems so that the landlord gets paid and the tenant stays housed (for many landlords, the only incentive to work with tenants to resolve an alleged nonpayment violation is a legal barrier to immediate eviction). And in some states, tenants endure onerous requirements to even access their day in court. For example, in Alabama, Georgia, and Nevada, tenants must affirmatively file pleadings to even obtain a hearing where they can challenge their eviction.[68] In Florida, tenants must pay a bond to the court to obtain a hearing on their eviction.[69]

Second, an eviction filing also triggers additional costs, including court and attorneys' fees, which can make it harder for the tenant to pay any legitimate arrearage and remain housed.

---

[64] 89 Fed. Reg. at 101,270-101,271 (citing Hepburn, P., Louis, R., & Desmond, M., *Racial and Gender Disparities among Evicted Americans*, SOCIOLOGICAL SCIENCE 7, 657 (2020), https://sociologicalscience.com/articles-v7-27-649/).

[65] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 16.

[66] 42 U.S.C. § 3604 et seq.

[67] 42 U.S.C. §§ 3608(d); 3608(5).

[68] Alabama Code § 35-9A-461; Ala. R. Civ. P. 55; Ga. Code § 44-7-53; Nev. Rev. Stat. Ann. § 40.253.

[69] Fla. Stat. Ann. § 83.60.

A tenant who could pay the balance owed before a case is filed in court may not be able to come up with the additional several hundred dollars it takes to resolve the case once it is filed. Some rental assistance organizations and charities will not cover court and attorney's fees. This means that once an eviction is filed in court, it is often too late to fix nonpayment disputes that can be resolved in a manner that benefits both parties.

Third, once an eviction is filed, it is also too late for tenants to avoid a long-term stain on their record in jurisdictions without record-sealing protections. Often called the "Scarlet E," tenant screening reports can list eviction filings for years, and landlords routinely deny applicants based on simply a record of filing regardless of outcome.[70] Even if the eviction is resolved favorably or dismissed, the record of the filing alone is enough to impede the tenant's ability to secure future housing. This can, in turn, impact the tenant's long-term health and wellbeing.[71]

The 2024 eviction prevention rule addresses these issues by increasing the pre-filing notice and cure period to encourage the parties to resolve the dispute before filing in court, at which point resolution becomes far more difficult, and the harms are compounded. This maximizes the parties' ability to resolve their dispute favorably, which is costly for both landlord and tenant.

f. Evictions also harm landlords.

Evictions are costly for landlords as well as tenants. TransUnion SmartMove reports that the total cost of an eviction for property managers averages $3,500, which includes legal fees, court costs, vacancy and property turnover costs, property damages, and lost rent.[72] These costs can be avoided entirely by working with the tenant to resolve the nonpayment issue out of court. HUD recognized this in the 2024 final rule, stating, "HUD believes there are often options available for tenants to cure, which avoids unnecessary legal costs incurred to PHAs and owners . . . ."[73] HUD also properly recognized that "a delay in pursuing a tenant for outstanding rent can provide the tenant the opportunity to pay the outstanding rent before being evicted, leading to less outstanding rent, not more."[74] Thus the 2024 eviction prevention rule helps landlords avoid the costs of eviction and recoup legitimately owed rent from the tenant.

III. HUD Has the Statutory Authority to Regulate HUD Tenancies, Which Have Always Been Heavily Regulated

Congress authorized HUD to administer the public housing system in furtherance of the statutory objective of "address[ing] the shortage of housing affordable to low-income families"[75] and its national policy of furthering "the goal of a decent home and a suitable living environment

---

[70] Matthew Goldstein, *The Stigma of a Scarlet E*, NEW YORK TIMES (Aug. 9, 2021), https://www.nytimes.com/2021/08/09/business/eviction-stigma-scarlet-e.html.

[71] Emily A. Benfer, Dismantling the "Scarlet E": Eviction Record Privacy as Health Justice, 86 Ohio State L.J. 1081 (2025).

[72] The True Cost of Eviction, TransUnion SmartMove (Sep. 14, 2022), https://www.mysmartmove.com/blog/true-cost-eviction.

[73] 89 Fed. Reg. at 101,280.

[74] *Id.* at 101,279.

[75] 42 U.S.C. § 1437(a)(1)(B).

for every American family . . ."[76] Because taking steps to reduce unnecessary evictions helps assure that low-income families retain access to decent and affordable housing, HUD's adoption of regulations that produce that result falls squarely within Congress's statutory objectives and national policy goals.

HUD has both general and specific rulemaking authority to regulate evictions from HUD-subsidized housing to address the grave harms discussed in the previous section. *First*, HUD has general rulemaking authority to implement its statutory mission, which is to provide assistance for housing to promote "the general welfare and security of the Nation and the health and living standards of [its] people."[77] Given the well-documented adverse health impacts of eviction cited by HUD in its preamble to the 2023 NPRM, it is well within HUD's general rulemaking authority to provide for additional requirements before eviction of HUD-subsidized tenants.

Second, HUD has specific rulemaking authority to establish procedures for rent collection and eviction in public housing[78] and to require that public housing leases contain certain terms,[79] "do not contain unreasonable terms and conditions" and "give adequate written notice of termination."[80] HUD also has specific rulemaking authority to establish requirements for PBRA.[81]

Indeed, public housing and PBRA housing tenancies have *always* been heavily regulated by HUD, and the law governing eviction of HUD-subsidized tenants has *never* been the sole purview of the states. For example, tenants in Louisiana are entitled to a waivable five-day notice to vacate in the case of nonpayment.[82] However, public housing tenants in Louisiana, should the 2024 final rule be revoked, will be entitled to 14 days' notice.[83] Tenants in Louisiana can typically be evicted at the end of their lease term for "no cause."[84] But public housing and PBRA tenants have a right to ongoing occupancy and cannot be evicted simply because their lease has expired.[85] Before the 2024 final rule, HUD already required that subsidized housing providers and PBRA owners provide 30 days' notice for "other good cause" (not applicable to nonpayment of rent), even where state law provided for less notice.[86] HUD has also long required subsidized housing providers to include additional information in their termination notices beyond what is required by state law, though not the specific information required by the 2024 final rule.[87] HUD goes as far as to require PBRA owners to use the agency's model lease agreement.[88] Public housing and PBRA tenancies were far from unregulated prior to the 2024

---

[76] 42 U.S.C. § 1441.
[77] 42 U.S.C. §§ 3531; 3535.
[78] 42 U.S.C. § 1437d(c)(4)(B).
[79] 42 U.S.C. § 1437d(a).
[80] 42 U.S.C. § 1437d(l)(2); (4).
[81] 42 U.S.C. § 1437f(g).
[82] La. Code Civ. P. art. 4701.
[83] 91 Fed. Reg. at 9450 (citing pre-2021 version of 24 C.F.R. § 966.4).
[84] La. Civ. Code art. 2727–2728.
[85] 24 C.F.R. §§ 247.3(a)(4); 966.4(a)(2).
[86] 24 C.F.R. §§ 247.4(c); 880.607(c)(2).
[87] See 24 C.F.R. §§ 966.4(l)(3)(ii) (requiring public housing termination notices to include information on grievance rights); 247.4(a) (requiring certain PBRA termination notices to advise tenants that they have the opportunity to respond to the owner); 880.607(c)(2) (same).
[88] See Form HUD-901015a.

final rule.

Moreover, Congress expressly authorized HUD to prescribe eviction timelines and minimum notice requirements in Section 6 of the U.S. Housing Act, and, while it specifically deferred to shorter state or local notice periods in subsection (4)(C) governing "other case[s]" of eviction, it did not include any comparable state-law carveout in subsection (4)(B) governing nonpayment of rent.[89] Under the familiar *expressio unius est exclusio alterius* canon, that omission confirms Congress's intent that, at least in the public housing context, notice requirements for nonpayment of rent be governed exclusively by federal law rather than state law.

It makes sense that when a tenant stands to lose not just their home but also their housing subsidy, and possibly their chance at a future housing subsidy,[90] the stakes are higher and require more safeguards. Moreover, HUD-subsidized housing providers receive millions of dollars in taxpayer funds and, in exchange, can reasonably be expected to operate in compliance with some level of regulation.

The 2024 eviction prevention rule also aligns with the federal Fair Credit Reporting Act. Tenant account information in site-based assisted housing is often erroneous, incomplete, or out of date. Not only can improper charges lead to eviction, but some housing authorities and subsidized project owners furnish data to consumer reporting agencies, either directly or through debt collectors. Improper information can be highly-damaging in the rental admissions context, as it can damage a tenant's access to credit, employment, or future housing. Under the Fair Credit Reporting Act, however, data furnishers (including PHAs and owners) generally have up to 30 days in which to reinvestigate and verify the accuracy or completeness of information when disputed by consumers.[91] By ensuring tenants have access to their account ledgers and at least 30 days' notice before facing eviction for nonpayment of rent, HUD's current rule aligns closely with this FCRA requirement--which is only logical since a tenant who disputes improper charges or account information with a PHA or owner should reasonably expect the account to be reinvestigated one time and verified or corrected for all purposes. Having two separate verification processes (i.e., one for FCRA disputes and another for objections to lease termination) is inefficient and confusing to tenants. Furthermore, evicting tenants before they are able to dispute and correct improper account information further undermines their ability to secure other housing; this exacerbates the impact of evictions and serves no legitimate purpose.

IV. The 2024 Final Rule Has Successfully Prevented Many Evictions

Since it went into effect in January 2025, the 2024 eviction prevention rule has been crucial to preventing unnecessary evictions from public housing and PBRA for several reasons. *First*, the timing and right to cure requirements give tenants the critical time needed to obtain paperwork documenting an income decrease and complete an income recertification to lower their rent, resolve recertification and ledger errors, and financially recover from one-time

[89] 42 U.S.C. § 1437d(l)(4).
[90] 24 C.F.R. § 982.552(c)(1)(ii).
[91] See 15 USC 1681s-2(b).

emergencies or temporary cash flow issues.

Second, the requirement of an itemized statement of rent allegedly owed and other arrearages has been critical in allowing tenants and their advocates to review their balance to determine if it is accurate, and fix errors with management. By requiring the separation of rent charges and other arrearages, and requiring only that the tenant cure the rent arrearage to avoid eviction, the 2024 final rule also enables tenants to pay a legitimately owed rent balance while continuing to dispute other non-rent charges. This prevents landlords from using unpaid rent to extort funds from the tenant for illegal or erroneous non-rent charges. Similarly, a tenant with limited funds can prioritize payment of delinquent rent, which can enable a tenant to preserve their housing even if additional charges remain outstanding.

Third, the content requirements have ensured that tenants are informed of their right to an income recertification, the right to switch from flat rent to income-based rent in public housing, and their right to a hardship exemption from minimum rent. Tenants are often not aware of these rights, which could prevent eviction, because they are buried in a lease agreement signed years earlier and/or in an Admissions and Continued Occupancy Policy that is technically complex to understand and to which tenants often do not have ready access.[92] The rule has led to better outcomes for tenants and housing providers. Tenants benefit by remaining housed and clearing erroneous balances, while PHAs and property owners avoid the costs of eviction and ultimately recoup any arrearage owed in the form of a tenant or subsidy payment.

Indeed, without the 2024 eviction prevention rule, the tenants profiled in *Jane Addams Senior Caucus v. HUD*,[93] Ms. Sadler, Ms. Coleman, Ms. Jones, and Ms. Doe, and those similarly situated, would likely have been evicted unnecessarily. *First*, ledger and recertification errors like those experienced by Ms. Sadler, Ms. Coleman, Ms. Jones, and other Jane Addams Senior Caucus members are "endemic" to the public housing and PBRA programs. See Appendix Exhibits B, C, D, and E (declarations from three tenants and JASC Organizing Director describing prevalence of ledger and rent calculation errors). An investigation of Section 8 PBRA properties in New York City similarly found that these errors were "shockingly common," and nearly two out of three tenant files reviewed contained rent calculation errors.[94] HUD acknowledged in the 2024 final rule that noncompliance with recertification requirements on the part of PHAs and owners can cause tenants to be improperly overcharged for their portion, and then appear to get behind on rent.[95] These ledger errors can take at least 30 days to

---

[92] In recent years, multiple lawsuits have been filed against PHAs for failing to notify tenants of their right to the minimum-rent hardship exemption, resulting in evictions of tenants who likely would have qualified for the exemption had they known to request it. *See, e.g.*, *Oliver v. Chicago Housing Authority*, 1:22-cv-03786 (N.D.Il. 2022) (settled); *Bush v. Omaha Housing Authority*, 8:24-cv-00260 (D. Neb. 2024) (pending); *Coleman v. Richmond Redevelopment Housing Authority*, 3:25-cv-00133 (E.D. Va. 2025) (pending).

[93] 1:26-cv 00718 (D.D.C. 3/2/26).

[94] Patrick Spauster, *The Compliance Crisis in New York City's Project-Based Rental Assistance Program*, CITYLIMITS (Sep. 29, 2025), https://citylimits.org/the-compliance-crisis-in-new-york-citys-project-based-rental-assistance-program/.

[95] 89 Fed. Reg. 101,280 ("HUD also reminds PHAs and owners that the more PHAs and owners improve their compliance with recertification requirements, the less likely tenants will be improperly overcharged their portion of the rent. These requirements include ensuring that PHA and owner staff are not transferring burdens of recertification onto tenants that are properly the responsibility of the staff, not failing to properly and timely inform tenants of the different verification options that the tenant may provide for their income, not requiring

resolve. This is because, as explained by JASC staff who regularly review and dispute PBRA tenants' ledgers, the tenant or advocate must first obtain a copy of the ledger, then review sometimes years of convoluted entries and supporting paperwork to identify errors, then obtain income and other documents to dispute the erroneous ledger entries, then meet with management to correct the errors. See Appendix Exhibit E (Declaration of Noah Moskowitz). Oftentimes resolution is a lengthy process because management agents do not timely respond to emails or the office is closed during business hours because managers are working at multiple properties. See Appendix Exhibit B (Declaration of Lisa Coleman); Exhibit D (Declaration of Lisa Sadler).

Second, tenants who experience delayed receipt of their full monthly income like Ms. Jones and Ms. Doe would likely face eviction and loss of their housing subsidy due to reasons outside of their control without the benefit of 30 days' notice and opportunity to cure. See Appendix Exhibit C (Declaration of Shawnese Jones); Exhibit F (Declaration of Jane Doe).

Third, tenants who experience one-time emergencies and/or need to access rental assistance like Ms. Doe typically need several weeks to cure their arrearages. Appendix Exhibit F (Declaration of Jane Doe). Often they must gather paperwork to provide to a third-party organization and then wait for that organization to cut a check for rental assistance. Sometimes this process is held up by delays caused by the housing provider. Exhibit H (Declaration of Hailey Huget explaining how, in one case, rental assistance was delayed due to lack of response from the housing authority).

In the preamble to the 2024 final rule, HUD explained that it is these exact scenarios that prompted HUD to mandate the additional time and protections:

> Often . . . there is an error or delay in recertification, which simply needs time to be corrected, or a one-time event that causes a tenant to fall behind, and tenants are able to make up their arrearage when errors in recertification are corrected, reasonable accommodations are enacted, and/or time is provided to secure outstanding balances, which sometimes can come from local nonprofits.[96]

HUD recognized that evictions could be prevented if HUD-subsidized tenants had additional time and information to resolve these common issues.

Just as HUD predicted, the declarations submitted in *JASC v. HUD* show that the 2024 eviction prevention rule helped Ms. Sadler, Ms. Coleman, Ms. Jones, and Ms. Doe correct ledger errors, bring their accounts current, and stay housed. See Appendix Exhibits B, C, D, and F. These individuals are not alone. In one case, JASC helped nearly a dozen tenants avoid eviction after they received 30-day notices of termination by correcting substantial errors on their ledgers, a process which took the full 30 days. See Appendix Exhibit E (Declaration of Noah Moskowitz). And Maryland Legal Aid was able to prevent or delay eviction in 67 percent of subsidized housing eviction cases in 2025, compared to only 44 percent in 2024, in part due to

---

more verification than necessary from the tenant, and/or not requiring tenants to seek verifications that staff should and/or can be seeking themselves.").

[96] 89 Fed. Reg. at 101,279.

the 2024 eviction prevention rule. See Appendix Exhibit G (Declaration of Victoria Schultz).

A recent survey of Housing Justice Network members by NHLP yields similar stories. Without the 2024 eviction prevention rule and the additional time and opportunity to cure that it provides, all of these tenants would likely have been evicted unnecessarily.

- One legal services attorney in Michigan described a PBRA property that went through four property managers in two years, and at times, had no manager. As a result of the management turnover no annual or interim recertifications were completed despite tenants' best efforts. A new manager came in and accused the tenants of failing to recertify, moved them to market rent, and gave them an eviction notice when they could not pay. Because of the 2024 eviction prevention rule, the tenants had time to secure legal representation, and their evictions were prevented.
- In another case, a Michigan PBRA tenant with children fell behind on rent because both of her parents died, and she had to pay for all of the funeral arrangements. She received a 30-day notice and was able to secure rental assistance, enter into a repayment plan, and stay housed with the additional time and opportunity to cure.
- In a third case, a Michigan PBRA tenant was hospitalized for medical issues and lost work as a result. The owner failed to process an interim recertification to lower her rent due to the reduced hours, and she received a 30-day eviction notice. Because of the 2024 eviction prevention rule, the tenant had time to secure legal assistance, obtain the necessary paperwork to process the interim rent reduction, and apply for a Hardship Exemption from minimum rent.
- A legal services attorney from Florida shared that she had a client with young children living in PBRA who had fluctuating income from various sources. The PBRA owner made an error and double-counted her income based on her Venmo statements. As a result, her rent was miscalculated and was higher than she could afford. She got behind and received a 30-day eviction notice. Because she had 30 days and access to an itemized statement of her balance, she was able to obtain counsel, review her income calculation and rent charges, correct the error, and maintain her housing.
- In another Florida case, a client's nonpayment issue was related to her disability. The 30 days provided her enough time to obtain proper medical verification of her disability in order to get a reasonable accommodation approved and remain housed.

HUD's 2026 Regulatory Impact Analysis admits that providing a longer notice period prevents nonpayment-related move outs. Nonpayment-related move outs decreased slightly from 2023 to 2024 (0.67 percent to 0.66 percent), and those numbers remain significantly lower than pre-pandemic levels.[97] HUD acknowledges that at least some of this impact is from extended eviction notice requirements.[98]

[97] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 3–4.

[98] *Id.* at 5 ("Some of the observed difference in the rate of move-outs due to nonpayment in 2018–2019 versus

Importantly, the aggregate reduction of nonpayment-related move outs suggests that these evictions have not been merely delayed; rather, they have been prevented, presumably because the tenant and landlord have been able to resolve their dispute. Indeed in its 2024 RIA, HUD found that of the two possible outcomes for tenants facing eviction for nonpayment—resolving their nonpayment issue and remaining housed, or, moving out—"[b]ecause of the 30 day notice requirement, the first outcome becomes more likely, creating benefits to the affected tenant and to society from reduced housing instability."[99]

The evidence is clear that the 2024 eviction prevention rule has helped prevent tenants from losing their homes and their subsidies unnecessarily. HUD's own data from previous years supports this conclusion.

V. HUD's Abrupt Reversal of Course Is Unjustified and Lacks Reasoned Explanation

This rescission is not a minor or inconsequential deregulatory action. It is a sweeping nationwide reversal of eviction procedures in federally assisted housing, with consequences for 3.8 million residents.[100] A policy shift of that magnitude demands a reasoned, evidence-based explanation—especially where the agency is withdrawing protections it adopted only recently. Yet, HUD leaves numerous substantial and obvious gaps in the factual and analytical support for this rescission, including information that should plainly be available to the agency, and offers nothing but poorly substantiated and internally inconsistent justifications for the rescission. And as the previous sections demonstrate, there is no clear objective basis for HUD to revoke the rule—its demonstrated benefits far outweigh any potential costs.

a. HUD cites insufficient evidence to support reversal.

    i. The IFR mischaracterizes the tenants who benefit from the 2024 eviction prevention rule based on years-old unsupported hearsay.

HUD's Regulatory Impact Analysis accompanying the 2026 IFR grossly mischaracterizes the tenants who benefit from the 2024 eviction prevention rule as "assisted tenants who stop paying their rent."[101] HUD claims that rescinding the rule will benefit waitlisted applicants who "are willing to pay rent," suggesting that those tenants facing eviction for nonpayment are somehow "unwilling" to pay rent.[102] HUD, however, provides no support for these claims. Similarly, in the preamble, HUD notes that "PHAs relayed to HUD that some tenants interpreted the eviction moratorium and its extensions, along with available emergency rental assistance, to mean that paying rent was not required,"[103] seemingly to support its position that HUD-subsidized tenants routinely stop paying rent without justification. HUD provides no explanation for why such hearsay would be relevant to the 2024 final rule, which came into

---

2022-2024 is likely attributable to the 30-day notice requirement.").

[99] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 2.

[100] *Id.*

[101] HUD, FR-6529-N-02, Interim Final Rule Regulatory Impact Analysis (Feb. 26, 2026), https://www.regulations.gov/document/HUD-2026-0265-0002, at 1.

[102] *Id.* at 7.

[103] 91 Fed. Reg. at 9,450.

effect long after the pandemic was over and is distinct from the moratorium and any related extensions. None of the three news articles HUD cites in support of this statement—which either predate or were published just after the 2024 final rule—say anything about tenant intent *today*, and they do not attribute nonpayment to any belief that rent was unnecessary.[104] HUD's mischaracterization and disparagement of tenants who face eviction for nonpayment of rent since the 2024 final rule became effective is an attempt to justify its rash and harmful actions, but it is wholly unsupported.

In fact, most public housing and PBRA tenants are not "unwilling" to pay rent that they actually owe. Rather, there are several legitimate reasons why public housing and PBRA tenants may get behind on rent or appear to have a balance on their ledger. These reasons are well illustrated by the declarations of the plaintiffs and organizational plaintiff members in *JASC v. HUD*, attached as Appendix Exhibits A, B, C, D, and F.

- Ledger and recertification errors: Lisa Sadler, Lisa Coleman, and Shawnese Jones have inaccurate ledger balances because of errors made by management in calculating their income and rent portion. In other words, they have faced and are facing eviction for a rent balance they do not owe.
- Delayed receipt of income: Shawnese Jones and Jane Doe get paid in such a way that they do not have their full income at the beginning of the month. Ms. Jones gets paid biweekly, and Ms. Doe gets her Social Security income on the fourth Wednesday of the month. As a result, they may not be able to pay their rent on time but can typically cure the arrearage within 30 days due to receiving their full income. Similarly, many tenants have unpredictable or fluctuating work hours that mean they may fall short on rent one month but be able to catch up the following month. These tenants are typically not entitled to a rent reduction but still may struggle to pay rent in a month where they don't work their typical hours or receive their typical overtime pay.
- One-time emergencies: Ms. Doe had a one-time emergency that caused her to get behind on rent—a $1,000 veterinary bill to save her service animal's life. She was able to catch up on rent after accessing rental assistance. Other examples of one-time emergencies include unexpected medical bills, funeral expenses, theft of funds including economic abuse related to gender-based violence, and disaster-related evacuation expenses. These expenses do not entitle a tenant to a rent reduction under federal rules but can cause a tenant to fall behind.

HJN members report that gender-based violence often results in a tenant falling behind on rent. For many survivors, they are forced to temporarily flee their housing to seek safety in emergency shelter, and might fall behind in rent as a result of loss of work during this time. Due to the trauma of violence and displacement, they may not be able to immediately report the income change to management. Moreover, economic abuse occurs in 99 percent of violent relationships, and often involves theft of income that might be used to pay rent, or preventing a survivor from accessing their accounts. Survivors often have to depend on multiple sources of rental assistance to cure alleged rental debts, and are beholden to those organizations' timelines

[104] *Id.* at 9,450 n.2.

for delivery of the funds. Also, and more importantly, the impacts of gender-based violence mean that survivors who have sought emergency shelter or are hospitalized due to gender-based violence need more time to deal with eviction notices. For these survivors, 30 days' notice and opportunity to cure provides the time needed to report changes in income, fill out necessary forms to request Violence Against Women Act ("VAWA") protections, access rental assistance, and avoid eviction.

HUD's decision to remove critical eviction protections promulgated just over a year ago seems to be guided by a misconception that tenants in these programs facing eviction for nonpayment of rent have simply stopped paying rent and/or failed to pay arrearages for no justified reason. This mischaracterization is not supported by evidence. On the contrary, the evidence shows that tenants facing eviction for nonpayment of rent are often being evicted for balances they do not owe or because of circumstances outside of their control.

To the extent HUD continues to rely on this mischaracterization of tenants who fall behind on rent, HUD should provide concrete evidence of tenant intent through surveys, specific first-hand testimony, or other means.

ii. HUD's outdated and selectively cited data fails to show that the 2024 eviction prevention rule has harmed housing providers by causing increased TARs.

HUD presents cherry-picked and misleading data regarding the alleged impact of the 2024 rule on landlords. As an initial matter, as previously stated, HUD fails to include any 2025 data in its preamble or Regulatory Impact Analysis, despite that data being available. Without 2025 data, it is impossible for HUD to claim any adverse impact on landlords from a rule that went into effect *in January, 2025*.

Using pre-2025 data, HUD cites rising TARs as evidence that landlords are harmed by the 2024 eviction prevention rule. HUD states in the preamble that "HUD's administrative data submitted by PHAs suggests that the national Tenant Accounts Receivable (TAR) amount for 2024 is over a 200% increase from 2019."[105] Without describing the amount or number of households represented, HUD extrapolates from this suggestion that the 2024 eviction prevention rule (which was not even in effect during the time period cited in the claim) has resulted in increased TARs. HUD fails to further break down the TARs data in a way that would begin to separate out the possible impacts of the 2021 IFR or the 2024 final rule from other intervening events that occurred from 2019 to 2024 that might have contributed to increased TARs. These intervening events include, of course, an unprecedented global pandemic; mass loss of employment; closure of PHA and property management offices and resulting delayed recertifications; massive inflation, including massive rent inflation; the CARES Act eviction moratorium; and the Centers for Disease Control and Prevention eviction moratorium, which ended shortly before the 2021 IFR took effect. To even begin to understand the possible impact of the 2021 IFR, or the 2024 final rule, HUD should examine and share with the public:

- TARs data broken down by year for the years 2019 through 2025 (which would show

[105] 91 Fed. Reg. at 9,450.

whether TARs continue to rise or whether they have slowed or begun to decrease since the pandemic, and whether there was any possible impact from the 2024 final rule, effective January 12, 2025);

- The number of households that carry arrearages by year (which would show whether a small number of households with high pandemic-related balances are driving the high aggregate TARs numbers rather than increased notice requirements); and
- How TARs compare to total rent roll (which would show whether TARs represent a significant or modest share of operating revenue).

Without more specific and updated TARs data, HUD cannot claim that rising TARs are due to the 2024 eviction prevention rule (or its 2021 predecessor) rather than other intervening factors. Nor can it accurately claim that rising TARs have caused a significant financial strain on landlords covered by the 2024 rule.

HUD's omission of specific data is even more concerning in light of its inconsistent statement in the preamble to the 2024 final rule that "the most recent data suggests that TARs are beginning to stabilize to pre-COVID-19 pandemic levels" and that aggregated TARs remain high because of "outliers."[106] Clearly, HUD has data that demonstrates a reduction in TARs in recent years, and suggests that high TARs are not representative of the majority of assisted households.

Without more specific data it is also impossible to determine whether there is any merit to HUD's conclusory statement:

> Notably, while the 30-day notice provided tenants with longer runways to undertake remedial actions to become current with their rent, such as seeking a retroactive income redetermination in the case of job loss or income reduction, the consistent increase of TAR suggests many tenants did not avail themselves of such options.[107]

First, and most glaringly, HUD does not cite 2025 TARs data, so it cannot speak to whether the 2024 final rule has had any impact on TARs.

Second, the cited data does not show the share of households that have outstanding balances; if the percentage of households is relatively small, the TARs data would not support HUD's statement that "many tenants did not avail themselves" of retroactive recertification options.

Third, the cited data does not indicate whether TARs jumped at the beginning of the pandemic or rose consistently from 2019 to 2024. This is significant because many tenants carry disputed balances from the chaotic period early in the pandemic that housing authorities and owners have failed to correct (and, again, do not indicate a failure of tenants to "avail themselves" of options to reduce their balances).

Fourth, HUD does not include any 2025 data about nonpayment-related move-outs that

[106] 89 Fed. Reg. at 101,282.
[107] 91 Fed. Reg. at 9450.

would show whether the downward trend from 2023 to 2024 had continued in 2025. If so, this would be good evidence that fewer tenants were moving out with large balances, which could indicate a benefit to landlords attributable, in part, to the 2024 final rule. Though various other extended notice requirements were in effect before 2025, the 2024 eviction prevention rule contains unique elements beyond the 30-day delay, including the ability to cure within 30 days, the informational requirements for the notice, and the requirement of an itemized statement of charges. To truly evaluate the impact of the 2024 rule on tenants, housing providers, or both, HUD must examine data *from the period of time it has been in effect*. HUD should not engage in rulemaking to revoke the 2024 final rule until it has sufficient time to review the 2024 final rule's actual impact.

In sum, HUD's vague and conclusory suggestion that tenants do not, or will not, use an extended notice period to resolve their nonpayment issue and remain housed, is meritless without additional data and information. NHLP has requested more specific TARs data broken down by year under the Freedom of Information Act but has not received responsive documents to date. NHLP has also requested nonpayment-related move-out data for 2025, which should be available to HUD, but has not received responsive documents as of this writing.[108] NHLP cannot fully respond to the proposed rule without seeing the data underlying HUD's justification. HUD should make this data publicly available for comment prior to finalizing the rule.

iii. HUD provides no support for its vague statement that revocation of the 2024 final rule will lead to more landlord participation and affordable housing development.

HUD makes the sweeping statement, with no citation or support, that revocation of the 2024 final rule

> would make participating in [the public housing and PBRA] programs marginally more attractive to housing providers. Developing new housing is not currently a primary use of the programs affected, and the level of housing provided is generally constrained by the availability of federal appropriations and not by a lack of interest from housing providers. However, removing the requirement may help housing providers provide more or higher quality affordable housing in some instances.[109]

HUD provides no evidence to suggest that the 2024 final rule is preventing participation of multifamily housing providers in HUD programs or that the revocation of the rule will increase affordable housing development. In fact, HUD considered the argument that the rule would "make [housing providers] not want to participate in affordable housing" in 2024 and came to the opposite conclusion, finding that "the limited scope of the rule does not curb participation in HUD programs" and further that "[o]wners that participate in HUD programs governed by the Office of Multifamily Housing understand why providing affordable housing is important and tend to be mission-aligned entities."[110] As previously stated, these entities have always had to deal with substantial regulation by HUD, separate and apart from the 2024

[108] See HUD FOIA Request # 26-FI-HQ-01416 (submitted Mar. 16, 2026); HUD FOIA Request # 26-FI-HQ-01426 (submitted Mar. 17, 2026).
[109] *Id.* at 101,283.
[110] *Id.*

eviction prevention rule or its 2021 predecessor. And HUD specifically chose not to apply the 2024 final rule to the Housing Choice Voucher program, where incentivizing landlord participation is a legitimate challenge.

Contrary to HUD's vague assertion that eviction protections have dissuaded owners from participation in the PBRA program, HUD's own website suggests an overabundance of current interest in PBRA property ownership. Acquiring PBRA budget authority transferred through the Section 8(bb) process is a lucrative tool that can help owners and developers leverage additional funds for construction and repairs.[111] HUD currently manages a list of 967 "property B" candidates who have submitted a letter of interest to acquire a transferred PBRA subsidy.[112] Clearly, HUD's rulemaking to minimize unnecessary evictions has not dissuaded nearly 1,000 property owners from remaining on the list to acquire PBRA budget authority.

HUD should support real solutions to the very real affordable housing crisis facing our nation's poorest families rather than making it easier to remove families from their affordable housing unnecessarily based on unsupported speculation.

iv. HUD has failed to quantify the costly impact of revocation on evicted tenants, state and local governments, and other public and private entities that bear the costs of homelessness.

The 2026 regulatory impact analysis avoids confronting difficult data rather than offering reasoned explanations. While the analysis does acknowledge costs to tenants resulting from housing instability,[113] it does not quantify these costs, which makes it difficult to evaluate how, or if, these costs were properly considered and weighed against other competing considerations. HUD should quantify the impact on evicted families in its regulatory impact analysis before making a decision to revoke critical eviction protections.

Similarly, the 2026 regulatory impact analysis fails to acknowledge or quantify the impact of the rescission on state and local governments, hospitals, and other entities that bear the costs of increased homelessness. By contrast, the 2024 regulatory impact analysis estimated that $6.3 million to $37.7 million would be saved as a result of the 2024 final rule in the form of avoided use of emergency shelters, avoided use of emergency room services, avoided use of inpatient hospital services, avoided juvenile offending, and avoided child welfare services.[114] HUD should quantify the impact on state and local governments and other small entities before

---

[111] Royal Oak, Michigan: Affordable Housing Co-Op Preserves Senior Housing and Resident-Led Operations, HUD Office of Policy Research and Development (Apr. 2023), https://www.huduser.gov/portal/casestudies/study-042423.html; San Antonio Development Set to Undergo Major Rehab, Affordable Housing Finance (Dec. 2, 2021), https://www.housingfinance.com/finance/san-antonio-development-set-to-undergo-major-rehab.

[112] Section 8(bb) Preservation Tool, HUD.gov, https://www.hud.gov/hud-partners/multifamily-section-8bb.

[113] HUD, FR-6529-N-02, Interim Final Rule Regulatory Impact Analysis (Feb. 26, 2026), https://www.regulations.gov/document/HUD-2026-0265-0002, at 7.

[114] *Id.* at 10-11. HUD notes that "[t]his figure only accounts for the benefits from the avoided move-outs attributed to the 30-day notice requirement" but acknowledges that "households that still move out . . . have a greater likelihood of higher housing stability and better housing outcomes (in terms of location, quality, size, etc.) due to the additional time to look for housing."

revoking the 2024 final rule.

HUD concedes that it lacked the data necessary to properly evaluate the 2026 IFR's impact, yet proceeded to promulgate the rule nonetheless. Specifically, HUD acknowledges in its 2026 regulatory impact analysis that because of a "lack of data," it "is uncertain which would be greater: the external costs from worsened housing instability among nonpaying assisted tenants or the external cost savings from otherwise unassisted households gaining assistance."[115] HUD nevertheless concludes that while the 2026 IFR will "cause an increase in housing instability in some instances, which will impose costs on society in general . . . these costs will be offset by the improved housing outcomes of households moving into the vacated units."[116] HUD should pause attempts to revoke the 2024 eviction prevention rule until it has acquired sufficient data to evaluate the impact of the rescission and conduct the robust cost-benefit analysis as it is required to do.

b. HUD provides insufficient explanation to support reversal.

i. HUD properly concluded in 2024 that the benefits of additional protections outweigh any negative financial impact on landlords, for which HUD already provides remedies.

In promulgating the 2024 final rule, HUD properly concluded that "this rule strikes a balance between potentially increasing some of the financial impacts on PHAs and owners, and supporting families who need additional time to address financial issues that result in nonpayment of rent."[117] In coming to this conclusion, HUD explained that "the burden of developing the new content of the notice and leases will be minimal since HUD will supply much of the information that providers will have to give to tenants. . . . Also, this rule will not impose new costs associated with providing the notice since PHAs and owners already have to provide written notice before taking adverse action for nonpayment of rent."[118] Now, over a year into implementation of the 2024 final rule, the cost of compliance is further reduced because covered housing providers presumably changed their notices in or before January, 2025 when the new requirements went into effect. The notice only needs to be changed once—there are no ongoing compliance costs. As was true in 2024, HUD will provide a new compliant model lease for the PBRA programs so housing providers in those programs will not incur costs associated with generating a new lease agreement.

In fact, revocation of the 2024 final rule will cause additional compliance costs for housing providers because it would result in reversion to pre-2021 federal notice requirements and require creation of a new notice template. Housing providers cannot simply pull their old notices out of the filing cabinet; they will need to research state law in case to determine if it has changed over the previous five years and likely consult an attorney to make sure the new notice

[115] HUD, FR-6529-N-02, Interim Final Rule Regulatory Impact Analysis (Feb. 26, 2026), https://www.regulations.gov/document/HUD-2026-0265-0002, at 7.
[116] *Id.* at 8.
[117] 89 Fed. Reg. at 101,277.
[118] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 15.

is compliant with current state and federal law. Housing providers operating in multiple states will need to research and rewrite their notices for each state's legal requirements.

HUD estimates in its 2026 Regulatory Impact Analysis that there are $2 million in remaining direct compliance costs associated with updated leases and notices[119] (compared with an original estimate of $4.8 million costs in 2024).[120] Interestingly, in the 2026 RIA, HUD fails to break this cost down by housing provider, but based on the 2024 breakdown, the remaining *one-time* compliance cost totals $64 for each public housing provider, and $79 for each PBRA provider.[121] These numbers are objectively negligible in any housing provider's operating budget. And even in aggregate, $2 million in one-time compliance costs is a fraction of the $6.3 million to $37.7 million in total *annual* benefits that HUD estimated communities will reap due to evictions avoided as a result of the 2024 final rule.[122] Thus, not only are direct compliance costs minimal at this point, but they are dramatically outweighed by the costs of increased homelessness caused by preventable evictions.

Aside from direct compliance costs, HUD also considered other financial impacts of the 2024 final rule on housing providers. HUD stated in the preamble to the 2024 final rule:

> HUD understands the fiscal impacts of nonpayment of rent to a PHA's or owner's operating budget. HUD believes that a 30-day notification period strikes the appropriate balance that provides enough time for the tenant to cure the lease violation and does not overly burden the PHA and owner. Additionally, many PHAs and owners seem to have demonstrated their ability to comply with the CARES Act and interim final rule and thus should be able to establish systems and procedures to minimize burden.[123]

HUD further noted that the additional time could help ease the financial burden, including on small PHAs and owners, because "it would give both the landlord and the tenant additional time to resolve any nonpayment issue in a constructive manner that will benefit both parties" and may "extinguish[] the need to hire an attorney" to file an eviction.[124]

For PHAs and owners that nonetheless experience financial losses, HUD noted in 2024 that certain PBRA providers can apply to HUD to recoup up to one month's rent after a tenant vacates, thus mitigating any financial burden of a 30-day delay.[125] Similarly, public housing providers can apply for shortfall funding to recoup lost rent where such losses create significant shortfalls in their operating budgets.[126] Finally, HUD stated that it has adjusted its methodology

---

[119] HUD, FR-6529-N-02, Interim Final Rule Regulatory Impact Analysis (Feb. 26, 2026), https://www.regulations.gov/document/HUD-2026-0265-0002, at 8.

[120] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 16.

[121] This calculation was done as follows: $2 million is 42% of $4,813,000. The 2024 estimated cost per entity for public housing was $152.70, which multiplied by 42% equals $64. The 2024 estimated cost per entity for PBRA was $186.96, which multiplied by 42 percent equals $79.

[122] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 11.

[123] 89 Fed. Reg. at 101,277–101,278.

[124] *Id.* at 101,278.

[125] *Id.*

[126] *Id.* at 101,279.

for determining the annual operating costs adjustment factor (rent increase) for PBRA properties to reflect increased operating costs.[127]

Despite coming to these reasonable conclusions after a detailed review of stakeholder comments in 2024, HUD now takes the opposite stance.[128] In the 2026 IFR, HUD fails to account for the financial benefits to landlords who were able to recoup arrearages because of the additional time and opportunity to cure, nor does it account for the existing remedies for lost rent detailed in 2024.

In fact, HUD fails to offer any explanation for its dramatic shift in position other than to say that its 2024 analysis "did not take into account" a purported "mitigating factor": that the societal costs of increased evictions absent the 30-day notice would be offset by societal benefits to households currently waiting for subsidized housing.[129] But HUD *did* consider this factor in its 2024 preamble and regulatory impact analysis, finding that tenants on public housing and PBRA waiting lists would have to wait 16 to 30 days longer to move into their new apartments, or an average of 22 days.[130] HUD concluded that "long waitlists throughout the country are a testament to the need for greater resources, and not an opportunity to forgo taking steps to protect the tenure of current residents."[131] Moreover, HUD's 2026 analysis creates a false equivalence between the enduring, long-term harm to evicted tenants—who are at great risk of prolonged homelessness due to the inability to afford housing and admission barriers posed by the eviction record—and the temporary burden on unsubsidized households who may face a 22-day delay.

HUD correctly concluded in 2024 that the societal benefits of preventing unnecessary evictions outweighed any financial impact on landlords. HUD now reverses that position without any reasonable justification.

ii. HUD only cites opposition comments from landlords and fails to cite a single comment from a tenant or tenant advocate.

While rehashing landlord comments from the 2023 NPRM, HUD blatantly disregards the numerous comments endorsing the 2024 final rule and its significant benefits. Indeed, in promulgating the 2024 final rule, HUD agreed with comments stating that "[p]roviding assisted households with information about accessing additional rental assistance, or other emergency funding, and additional time to take advantage of these programs enhances the protections already in place and gives households a better chance to resolve their nonpayment of rent with the housing provider."[132] HUD also agreed with the comments that "providing tenants with

---

[127] *Id.* at 101,285.

[128] 91 Fed. Reg. at 9,451 ("This rule will re-establish the pre-pandemic regulatory standards to support PHAs and owners to adequately address nonpayment of rent, and prevent the increase of rental arrearages, while also continuing to provide families with adequate notice.").

[129] HUD, FR-6529-N-02, Interim Final Rule Regulatory Impact Analysis (Feb. 26, 2026), https://www.regulations.gov/document/HUD-2026-0265-0002, at 7 n.18.

[130] HUD, FR-6387-F-02, Final Rule Regulatory Impact Analysis (Dec. 12, 2024), https://www.regulations.gov/document/HUD-2023-0098-0322, at 13.

[131] 89 Fed. Reg. at 101,286.

[132] 89 Fed. Reg. at 101,273.

additional time will help to cure nonpayment of rent violations, preventing unnecessary eviction filings and evictions."[133] Yet, nowhere in the 2026 IFR does HUD discuss or cite any one of these hundreds of comments in favor of the 2024 final rule submitted by tenants, tenant advocates, mission-driven housing providers, legal services organizations, and other stakeholders. HUD's complete failure to grapple with these favorable comments makes it clear that the decision to revoke the rule is one-sided and unfairly biased in favor of landlords and their industry groups. If HUD proceeds with rescinding the 2024 final rule, HUD should thoroughly address issues raised in comments opposing the rescission.

iii. HUD has provided no explanation for why it is proposing to rescind the informational and cure requirements in the 2024 eviction prevention rule.

The 2024 eviction prevention rule goes beyond just requiring a 30-day notice before eviction for nonpayment. The 2024 final rule also requires eviction notices to include an itemized statement of rent allegedly owed and information notifying tenants of statutory rights to recertify their income, apply for a hardship exemption, and switch from flat rent to income-based rent in the public housing program (the "informational requirements").[134] These additional requirements enable tenants and landlords alike to avoid the costs of eviction where eviction is avoidable or improper. Specifically, the itemized statement requirement allows a tenant to see and address any errors in calculation of the balance owed. Information on how to lower the tenant rent portion can help a tenant retroactively recertify their income and remain housed, while any difference in rent is covered by the tenant's subsidy. It is hard to articulate a good faith argument objecting to providing basic information to a tenant facing eviction, including a breakdown of what they owe, and information on available procedures to avoid eviction.

Instead of grappling with these informational components of the 2024 final rule, HUD summarily rescinds them without any explanation or analysis. Although HUD invokes a single, generalized justification—reducing "administrative and financial burdens on PHAs and owners"—to support wholesale repeal, it nowhere identifies, let alone substantiates, any concrete administrative or financial burden attributable to the informational safeguards it eliminates.[135] If HUD's unstated premise is that rescission alleviates the compliance cost of updating notices, HUD's own 2026 regulatory impact analysis is directly contradictory, conceding that providers should have already updated their notices with the required information.[136]

Further, the 2024 final rule prohibits landlords from serving eviction notices until the day after rent is due, and allows the tenant to cure the arrearage within the notice period (the "cure requirement").[137] Requiring the PHA or owner to accept payment of the full amount of rent owed within the notice period prevents the harms of eviction for tenants who can pay and does not cost the landlord any money or labor. In fact, the financial impact on the landlord is positive—the landlord recoups an arrearage it would otherwise never be able to collect. A tenant

---

[133] *Id.*
[134] 89 Fed. Reg. at 101,302–304.
[135] 91 Fed. Reg. at 9,451.
[136] HUD, FR-6529-N-02, Interim Final Rule Regulatory Impact Analysis (Feb. 26, 2026), https://www.regulations.gov/document/HUD-2026-0265-0002, at 8.
[137] 89 Fed. Reg. at 101,302–101,304.

trying to survive a housing crisis has little incentive to pay a balance after receiving a termination notice if they are going to be evicted anyway since they will need the funds to pay for their forced move even if the consumer debt remains a long-term barrier to securing future housing. The prohibition on filing an eviction action when a tenant tenders the full amount allegedly owed within the notice period operates independently of whether that period is 30 days or some shorter duration. But nowhere in the 2026 IFR or 2026 regulatory impact analysis does HUD discuss why it is removing the cure requirement, even though this safeguard is analytically distinct and independent from the length of the notice period. Instead, HUD eliminates this discrete protection without explanation or analysis, thereby authorizing eviction proceedings to move forward in some states even where a tenant pays within days of receiving a notice.

NHLP opposes the rescission of the informational and cure requirements in the 2024 final rule and would like the opportunity to respond to HUD's explanation for its proposed rescission of these elements. However, it cannot do so because HUD has provided no information or justification, which means that HUD should withdraw this IFR/proposed rule. If HUD decides to issue a new proposed rule, it should explain the reasoning behind its decision to pursue wholesale rescission of these critical components that cost housing providers nothing. If HUD proceeds with rescinding the 2024 final rule, HUD should revise its proposed rule to keep these critical components.

iv. HUD failed to consider reliance interests in the 2024 eviction prevention rule.

HUD should consider reliance interests implicated by the rescission of the 2024 final rule. For example, service providers, legal aid organizations and local government entities that provide rental assistance and other services to tenants facing eviction have been relying upon the 30-day notice period and opportunity to cure in planning their programs and distributing resources. Many of these programs need 30 days to schedule appointments, assemble paperwork, process payments and connect tenants to other services. If the 2024 final rule is revoked, these organizations will not be able to effectively serve tenants (or the landlords who reap the benefits of rental assistance).

v. HUD failed to consider alternatives to wholesale revision of the 2024 eviction prevention rule.

HUD has failed to consider alternatives to wholesale rescission of the 2024 final rule that would address its concerns while mitigating tenant harm. As detailed in previous sections, HUD provides insufficient justification for rescission of any part of the 2024 final rule, but it provides *no* explanation for its rescission of the informational and cure requirements. Instead, it appears HUD is "throwing out the baby with the bathwater." HUD failed to consider the alternative of severing components of the rule and preserving them rather than rescinding the entire rule wholesale.

HUD also did not consider alternative regulatory approaches aside from rescission that would address the financial concerns of PHAs and landlords. For example, HUD fails to mention that it already has proposed a rule to eliminate consideration of TARs in its approach to scoring

PHAs.[138] HUD also failed to consider other approaches, including expanding access to resources like shortfall funding for financially struggling PHAs, and the special claims request process for PBRA owners. The availability of these resources is discussed repeatedly in the 2024 final rule, but it is not addressed at all in the 2026 IFR.[139]

HUD should consider alternatives to wholesale rescission and propose these alternatives for public comment before publishing a final rule.

VI. HUD Must Disclose Artificial Intelligence Use

If HUD decides to move forward and publish a final version of this rule, NHLP requests HUD disclose in the final published rule whether artificial intelligence was used to draft the rule. Specifically, HUD should disclose: 1) whether artificial intelligence was used to draft or write the proposed rule; 2) whether artificial intelligence was used to read, sort, categorize, evaluate, or respond to the public comments on the proposed rule; and 3) whether artificial intelligence was used to draft or write the final published rule. If HUD did use artificial intelligence in any of these tasks, HUD should then also disclose: 1) what procedures it followed to comply with appropriate guidance on the use of artificial intelligence; 2) what AI models it used in these tasks; and 3) what data, input, and prompts it provided to the AI models it used. These disclosures will serve as further transparency for the public in the rule-making and commenting processes.[140]

* * *

In conclusion, HUD's job is to protect our nation's most vulnerable families from housing instability and homelessness. Instead, the 2026 IFR will make evictions of HUD-subsidized tenants faster, easier, and less fair. HUD provides no reasoned explanation, and no relevant data, to support its decision to revoke critical eviction protections promulgated just over a year ago. NHLP urges HUD to withdraw the 2026 IFR and keep the 2024 eviction prevention rule intact.

For questions please contact Hannah Adams, Senior Attorney, National Housing Law Project, hadams@nhlp.org.

Sincerely,

Hannah Adams

---

[138] Public Housing Evaluation and Oversight: Changes to the Public Housing Assessment System (PHAS) and Determining and Remedying Performance Deficiencies, 89 Fed. Reg. 87,518, 87,521 (Nov. 4, 2024) (proposing to "remove" the "Tenant Accounts Receivable subindicator" from HUD's Public Housing Assessment System).

[139] *See* 89 Fed. Reg. at 101,282 ("HUD reminds PHAs of the ability to receive shortfall funding if they are experiencing financial challenges.").

[140] 5 U.S.C. § 553; Exec. Order No. 13960, 85 Fed. Reg. 78939, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government (December 3, 2020); OMB Memorandum M-25-21, Accelerating Federal Use of AI through Innovation, Governance, and Public Trust (Apr. 3, 2025); HUD 2025 AI Compliance Plan (Sep. 2025).

VII. Appendix

A. NHLP's comment in response to 2023 NPRM
B. Declaration of Lisa Coleman, filed in *JASC v. HUD*
C. Declaration of Shawnese Jones, filed in *JASC v. HUD*
D. Declaration of Lisa Sadler, filed in *JASC v. HUD*
E. Declaration of Noah Moskowitz, Jane Addams Senior Caucus, filed in *JASC v. HUD*
F. Declaration of Jane Doe, filed in *JASC v. HUD*
G. Declaration of Victoria Schultz, Maryland Legal Aid, filed in *JASC v. HUD*.
H. Declaration of Hailey Huget, North Carolina Tenants Union, filed in *JASC v. HUD*

APPENDIX
EXHIBIT A

January 30, 2024

Submitted electronically through www.regulations.gov
U.S. Department of Housing and Urban Development
Office of General Counsel
Regulations Division
451 7th Street SW
Room 10276
Washington, DC 20410-0500

Re: Docket No. FR–6387–P–01 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent

Thank you for the opportunity to provide feedback on the Department of Housing and Urban Development's Notice of Proposed Rulemaking *30 Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent.*[1] The following comments are submitted on behalf of the National Housing Law Project (NHLP) and members of the Housing Justice Network (HJN). We strongly support the proposed rule, which takes a much-needed step toward preventing evictions in HUD housing.

NHLP's mission is to advance housing justice for people living in poverty and their communities. NHLP achieves this by strengthening and enforcing the rights of tenants and increasing housing opportunities for underserved communities. Our organization also provides technical assistance and policy support on a range of housing issues to legal services and other advocates nationwide. NHLP hosts the national Housing Justice Network (HJN), a vast field network of over 2,000 community-level housing advocates and resident leaders. HJN member organizations are committed to protecting affordable housing and residents' rights for low-income families across the country.

I. HUD's 30-day notice requirement is an important tool for preventing evictions in public housing and the PBRA program.

HUD's proposed rule is necessary to address the pervasive problem of evictions for public housing and PBRA tenants. In 2016, 3.7 million households, or 8 out of every 100 renter households in the U.S., were subject to an eviction filing.[2] Today, eviction filings are up an

[1] 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent (Docket No. FR–6387–P–01), (December 1, 2023) (hereinafter NPRM).
[2] Office of Policy Development and Research, Prevalence and Impact of Evictions, Department of

estimated 50% compared to pre-pandemic averages.[3] The vast majority of evictions – at least 77.3% in 2017 – are for nonpayment of rent.[4] Evictions cause significant increases in homelessness and housing instability, and research shows these effects can persist years after an eviction filing.[5] They can also have a devastating effect on a person's employment security, as well as their health and educational outcomes.[6] Evictions are especially harmful for families in HUD housing, because these families have the lowest incomes and are therefore the most likely to be forced into substandard conditions or homelessness if they lose affordable housing in the midst of a market with skyrocketing rents. These households also tend to be the most vulnerable to discrimination – older adults, people with disabilities, Black and Latino families, and other families of color.

The proposed rule is also a helpful tool for addressing problematic eviction practices by PHAs. For example, PHAs are more likely than their private market counterparts to use serial eviction filings against tenants, especially in communities with a higher number of Black residents.[7] HJN members have also reported an increase in PHAs in some jurisdictions issuing mass eviction notices to residents, especially since the end of pandemic-era interventions such as eviction moratoria and emergency rental assistance. In Omaha, Nebraska, the eviction filing rate of the Omaha Housing Authority in 2023 was at least 60% higher than its annual average during the pandemic. Most of the 400-plus filings were for nonpayment of rent, with dozens of residents owing less than $300.[8] In New York City, NYCHA sent eviction notices to 1250 households in

---

Housing and Urban Development (2021), (https://www.huduser.gov/portal/periodicals/em/Summer21/highlight2.html).

[3] Michael Casey and R.J. Rico, Eviction filings are 50% higher than they were pre-pandemic in some cities as rents rise, ASSOCIATED PRESS (Jun. 16, 2023), https://apnews.com/article/evictions-homelessness-affordable-housing-landlords-rental-assistance-dc4a03864011334538f82d2f404d2afb.

[4] Michele Lerner, Does Your City Rank High or Low When it Comes to Evictions? (Dec. 28, 2017) (https://www.washingtonpost.com/news/where-we-live/wp/2017/12/28/does-your-city-rank-high-or-low-when-it-comes-to-evictions/) This number may be even higher because many eviction notices that are given for no cause or lease expiration are motivated by a current rental arrearage or past late payments.

[5] Eviction Prevention: Reducing Harm to Households and Society, Fast Focus Policy Brief No. 61-2023 (Feb. 2023), https://www.irp.wisc.edu/resource/eviction-prevention-reducing-harm-to-households-and-society/#:~:text=Eviction%20causes%20significant%20increases%20in,an%20eviction%20case%20is%20filed.

[6] Matthew Desmond and Carl Gershenson. 2016. Housing and Employment Insecurity among the Working Poor, Social Problems 63:1, 46–67; Hugo Vásquez-Vera, Laia Palència, Ingrid Magna, Carlos Mena, Jaime Neira, and Carme Borrell. 2017. The threat of home eviction and its effects on health through the equity lens: A systematic review, Social Science and Medicine 175, 199–208; Matthew Desmond and Rachel Tolbert Kimbro. 2015. Eviction's Fallout: Housing, Hardship, and Health, Social Forces 94:1, 295–324; Yerko Rojas and Sten-Åke Stenberg. 2016.

[7] Lillian Leung, Peter Hepburn, James Hendrickson, and Matthew Desmond, Public Housing and the Threat of Eviction (Aug. 26, 2023), https://evictionlab.org/public-housing-and-the-threat-of-eviction/.

[8] Jeremy Turley & Yanqi Xu, Omaha's Public Housing Residents Are Facing Eviction More Often and Sometimes Over Small Debts, FLATWATER FREE PRESS (Dec. 7, 2023), https://flatwaterfreepress.org/omahas-public-housing-residents-are-facing-eviction-more-often-and-sometimes-over-small-debts/.

the first half of 2023.[9] And in Baltimore, Maryland, the Housing Authority of Baltimore City (HABC) had nearly 200 eviction cases on the housing court docket in one day, which were ultimately dismissed as a result of tenant organizing and HABC's failure to comply with the CARES Act 30-day eviction notice requirement.[10] Mass evictions have also been a problem in PBRA properties, such as Georgetown Homes in Massachusetts, where over 110 residents received notice in the span of two weeks.[11] A 30-day notice requirement may help to curb such practices and help tenants avoid an eviction record and its consequences for future housing.

This uptick in eviction filings has consequences for individual households and the communities they live in because an increase in the eviction filing rate correlates with an increase in the rate of sheltered homelessness,[12] and in some jurisdictions, unsheltered homelessness as well. At the community level, therefore, mass eviction notices against public housing tenants risk a surge in homelessness that would require significantly more resources than local governments may be equipped to handle.

A detailed termination notice with a 30-day notice period provides tenants with time to avoid the eviction and fix the underlying problem, an important resource in a legal and economic environment where "housing too often can be lost quickly and acquired slowly."[13] However, as HUD notes in the preamble to this proposed rule, tenants in HUD housing across the country are subject to vastly different notice periods under state law, leading to different results for residents in the same federal housing program.[14] Such inconsistencies harm both tenants and housing providers. An advocate from North Carolina described to NHLP how "notice and an opportunity to cure would be hugely helpful. I used to practice in a jurisdiction that provided a more robust right to notice and an opportunity to cure, and it was a much better dynamic for communication." Meanwhile, an advocate from Minnesota noted that when "a tenant has notice and an opportunity to cure before an eviction is filed, it will often result in the tenant curing the problem and the landlord will not have to file an eviction. This is good for both the landlord and the tenant."

---

[9] Greg B. Smith, NYCHA Sends Eviction Notices to Tenants Who Stopped Paying Rent, THE CITY (Aug. 8, 2023), https://www.thecity.nyc/2023/08/08/nycha-eviction-notices-stopped-paying-rent/

[10] Hallie Miller, Baltimore Housing Authority Dismisses 200 Eviction Cases After Tenants Allege Violations, BALTIMORE BANNER, May 24, 2023, https://www.thebaltimorebanner.com/community/housing/baltimore-housing-authority-dismisses-200-eviction-cases-after-tenants-allege-violations-6DI3Y5SF5JG4DNTQUIDHYDJHV4/.

[11] Yawu Miller, A Rash of Evictions in Georgetowne, The Bay State Banner (June 9, 2021), https://www.baystatebanner.com/2021/06/09/a-rash-of-evictions-in-georgetowne/.

[12] Dan Treglia, Thomas Byrne, Vijaya Tamla Rai, Quantifying the Impact of Evictions and Eviction Filings on Homelessness Rates in the United States (Mar. 2023), https://www.tandfonline.com/doi/full/10.1080/10511482.2023.2186749.

[13] Noah M. Kazis, Can Affordable Housing Be a Safety Net? Lessons from a Pandemic, YALE LAW JOURNAL FORUM, 32 (Nov. 7, 2022), https://www.yalelawjournal.org/forum/can-affordable-housing-be-a-safety-net.

[14] 88 Fed. Reg. at 83880.

The proposed rule creates consistency for public housing and PBRA residents living in different jurisdictions, giving them all more time to pay back rent, cure the lease violation, and therefore stay housed.

II. In addition to public housing and PBRA tenants, the rule should apply to voucher tenants.

A. Public policy & fairness

HUD should extend the rule to the Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs so that all HUD-assisted tenants receive the benefit of a 30-day notice period. HJN members have reported that the differing notice periods under the 2021 Interim Final Rule *Extension of Time and Required Disclosures for Notification of Nonpayment of Rent* (IFR) have resulted in confusion among tenants, housing providers, attorneys, and even judges, about the notice requirement, thus undermining this important tenant right. Including voucher tenants in the 30-day notice requirement would create consistency across HUD housing programs, putting tenants in a better position to know and enforce their rights.

Including voucher tenants in the rule should not impose an unreasonable burden on voucher landlords. Federal law – specifically, the CARES Act – currently requires voucher landlords to provide a 30-day notice to tenants.[15] Voucher landlords with Low Income Housing Tax Credit (LIHTC) properties or properties with a federally-backed mortgage are similarly subject to the CARES Act 30-day notice requirement.[16] A 30-day notice is also required where there is housing assistance through the HOME Investment Partnership Program (HOME).[17]

Additionally, extending the 30-day notice requirement may help effectuate existing protections in the voucher program. When voucher tenants experience a loss in income, for example, they may request an adjustment of their share of the rent and the subsidy amount. HUD Handbook 4350.3 prohibits the owner from filing an eviction for nonpayment of rent during the period that the PHA considers the tenant's adjustment request.[18] Formalizing a 30-day notice period in the voucher programs would help ensure that voucher tenants seeking such adjustments maximize their opportunity to pay the rent they actually owe and avoid an eviction for nonpayment of rent, in alignment with the overall eviction prevention goals of the NPRM.

Furthermore, voucher landlords should be familiar with the practice of satisfying notice requirements that may not otherwise obligate private landlords. For example, the Violence Against Women Act requires that all covered housing providers provide prospective and current tenants with a notice of occupancy rights, a requirement that voucher landlords have long had to

[15] 15 U.S.C. 9058(c) (2022).
[16] *See* 15 U.S.C. 9058(a)(2) (2022).
[17] 42 U.S.C.A. § 12755(b); 24 C.F.R. § 92.253(c) (2022).
[18] HUD Multifamily Occupancy Handbook, Chapter 7: Recertification, Unit Transfers, and Gross Rent Charges, ch. 7, p 25, https://www.hud.gov/sites/documents/43503c7HSGH.PDF.

comply with.[19] Given the existence of similar notice requirements, expanding the 30-day notice requirement to the voucher program will help solidify the rights of voucher tenants without unreasonably burdening landlords.

B. RAD Considerations

The differential treatment between PBRA and voucher programs has specific implications for the Rental Assistance Demonstration (RAD) program. Through RAD, public housing converts to either PBRA or Project-Based Vouchers (PBVs). Under the proposed rule, only RAD tenants living in PBRA properties will be entitled to a 30-day notice. RAD tenants receiving PBVs would not receive the notice, even though they also came from public housing where they would have received the 30-day notice. The proposed rule would essentially create different tenant protections for former public housing residents depending on what type of subsidy is applied at the property post-conversion.

This inconsistency serves no real purpose. Indeed, it contradicts HUD's commitment to provide uniform, fair and equitable due process treatment of persons displaced from federally-assisted or -funded projects.[20] It also violates the statutory provisions authorizing RAD, which mandates that regardless of whether public housing converts to PBRA or Project-Based Vouchers (PBVs), all former public housing residents "shall, at a minimum, maintain the same rights under the conversion as those provided under sections 6 and 9 of the Act."[21] Contrary to this provision, the proposed rule would result in disparate treatment of tenants based on conversion of assistance, something that is entirely out of their control. The exclusion of voucher tenants may also have the unintended consequence of influencing the conversion choice since tenants in PBV-converted properties would be deprived of the 30-day notice protection whereas tenants in PBRA-converted properties would not.

HUD should therefore ensure all RAD tenants, regardless of their current subsidy, receive the same right to a 30-day notice that they would have otherwise had in public housing. Such a result would be consistent with the RAD statute. To achieve this result and ensure equal tenant protections across programs, therefore, HUD would ideally extend the proposed rule to voucher tenants. If, however, HUD chooses not to broadly include voucher tenants, HUD should take steps to ensure that all former public housing residents get the benefit of the 30-day notice requirement and that future RAD-converted public housing residents, at minimum retain all their prior existing rights applicable to public housing, including the 30-day Notice.

---

[19] *See* 34 U.S.C. § 12491(d); 24 C.F.R. § 5.2005(a).

[20] (e.g., as with regard to the notice requirement under the Uniform Relocation Act except in cases of emergency).

[21] Consolidated and Further Continuing Consolidated and Further Continuing Appropriations Act of 2012, Pub. L. No. 112–55, div. C, tit. II, 125 Stat.552, 673-675 (Nov. 18, 2011), as amended and currently authorized (under proviso 5 of the amended RAD authorizing appropriation acts).

C. Legal authority

Regardless of the outcome of this rulemaking, the CARES Act will continue to apply to voucher landlords. However, as we did when HUD promulgated the IFR, NHLP recommends that HUD extend the requirements of this proposed rule to the Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs. Just as it did with the IFR, HUD has the statutory authority to include both the Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs in this proposed rule.

HUD notes in the proposed rule that it has "general rulemaking authority . . . to implement its statutory mission, which is to provide assistance for housing to promote 'the general welfare and security of the Nation and the health and living standards of [its] people.'"[22] Indeed, Congress has broadly authorized the Secretary to "make such rules and regulations as may be necessary to carry out [their] functions, powers, and duties." Section 2 of the Housing Act of 1949 ("The National Housing Act"), provides in part:

> The Congress hereby declares that the general welfare and security of the Nation and the health and living standards of its people require ... realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family… The Department of Housing and Urban Development ... shall exercise [its] powers, functions, and duties under this or any other law, consistently with the national housing policy declared by this Act and in such manner as will facilitate sustained progress in attaining the national housing objective hereby established…[23]

These housing goals are binding upon HUD and other federal agencies with housing responsibilities, requiring them to exercise policies consistent with the 1949 declaration. Courts have explicitly stated that these policies are mandatory in nature, not precatory.[24] HUD is thus obligated to follow these policies and to take actions consistent with these policies.[25] The National Housing Act provides HUD with the authority to exercise its power, functions, and duties under any law it is subject to further the goal of ensuring that "the goal of a decent home and suitable living environment for every American family" is met. These statutes, interpreted evenly across all HUD programs, provide HUD the legal authority to extend the 30-day notice requirement to HCV and PBV tenants.[26]

---

[22] 88 Fed. Reg. at 83883.
[23] 42 U.S.C. § 1441.
[24] *Lee v. Kemp*, 731 F. Supp. 1101, 1110 (D.D.C. 1989) (housing goals are mandatory on HUD); *United States v. Winthrop Towers*, 628 F. 2d 1028, 1035-36 (7th Cir. 1980)(HUD's decisions were reviewable to determine whether they were consistent with the national housing goals); *Walker v. Pierce*, 665 F. Supp. 831, 838 (N.D. Cal. 1987)("Secretary's actions must be invalidated if he acts to obtain maximum financial return for HUD and he fails to consider and implement alternatives … to effect the objectives and priorities of the Act.").
[25] *Commonwealth of Pa. v. Lynn*, 501 F. 2d 848, 855 (D.C. Cir. 1974).
[26] 42 USC § 1437f(o)(7)(C) & (F).

In addition to its general rulemaking authority, HUD has program-specific statutory authority to expand the 30-day notice requirement under the voucher statutes. In the notice of proposed rulemaking, with respect to the PBRA program, HUD cites the Secretary's authority to establish requirements related to good cause for eviction and lease terms as authority to revise the notice requirement.[27] The Secretary can also regulate good cause for eviction[28] and lease terms[29] in the voucher program. In some cases, the statutory language is identical.[30] Thus, the laws governing the voucher program, like public housing and PBRA, impose no bar to HUD reinterpreting the notice period required before termination of voucher tenants. The program statutes, coupled with the broad authority granted to the Secretary in the National Housing Act, allow HUD to make the proposed rule applicable to the HCV and PBV programs.

D. Alternative path forward

Should HUD choose not to exercise its statutory authority to include the voucher programs in the final rule and create consistency across HUD housing programs, we strongly urge HUD to develop and execute an aggressive outreach plan to voucher landlords educating them about their obligation to provide tenants with a 30-day notice under the CARES Act.

Despite the fact that, as HUD points out, the CARES Act 30-day notice requirement remains in effect,[31] landlord compliance is inconsistent. According to a survey conducted by NHLP in 2022, 72% of advocates who have encountered barriers to enforcing the CARES Act 30-day notice report that landlords refused to comply with the law.[32] The strange disregard of this federal statute perhaps reached its apex in the 2023 case of *Arvada Gardens v. Garate,* in which the Colorado Supreme Court was forced to reverse a trial court judge who declined to enforce the CARES Act notice provision for the reason that the notice requirement had

---

[27] 88 Fed. Reg. at 83884.
[28] 42 USC § 1437f(o)(7)(C). For Housing Choice Vouchers, requires that the HAP contracts "provide that during the term of the lease, the owner shall not terminate the tenancy except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable Federal, State, or local law, or for other good cause" and "…that any termination of tenancy under this subsection shall be preceded by the provision of written notice by the owner to the tenant specifying the grounds for that action…"
[29] 42 U.S.C. § 1437f(o)(7)(F) (authorizes the Secretary to require a lease addendum).
[30] 88 Fed. Reg. at 83884; compare 42 UCS § 1437f(d)(1)(B)(ii) with 42 USC § 1437f(o)(7)(C), 42 USC § 1437f(d)(1)(B)(iv) with 42 USC § 1437f(o)(7)(E).
[31] *See, e.g. Moumouni v. Weedall*, No: 2023-LT-0001786 (Mich.Dist.Ct. 2023); *Arvada Vill. Gardens L.P. v. Garate,* 2023 CO 24 (Colo. 2023); *Andrews Plaza Hous. Assoc. LP v. Rodriguez*, (N.Y. 2023); *West Haven Hous. Auth. v. Armstrong* No. NHHCV0206013057S, 2021 WL 2775095 (Conn. Super. Ct. Mar. 16, 2021); *Nwagwu v. Dawkins*, 2021 WL 2775065 (Conn. Sup. Ct. Mar. 2, 2021) (unpublished); *Newcastle Lake LLC v. Carmichael*, No. 2020-005609-CC-20 (Fla. Cir. Ct. 11th Cir. Miami-Dade County Oct. 21, 2020); *MIMG CLXXII Retreat on 6th LLC, v. Miller*, No. SCSC261751 (Iowa Dist. Ct. Mar. 26, 2023); *Grendahl Park II LLC, v. _____*, No. 27-CV-HC-23-3932 (Minn. Dist. Ct. 4th Dist. June 30, 2023); *The Redwell LLLP v. ___*, No 27-CV-HC-22-6607 (Minn. Dist. Ct. 4th Dist. Feb. 13, 2023); *Bazer v. Hammon*, No. CI 20-6908 (Neb. Dist. Ct. Nov. 20, 2020); *Watson v. VICI Community Development Corp.*, No. CIV-20-1011-F, 2022 WL 910155 (W.D. Okla. Mar. 28, 2022); *Tolstoi v. Davis*, No. 21-CV-03673 (Vt. Sup. Ct. Jan. 26, 2022).
[32] Data on file with author.

supposedly expired.[33] More robust implementation is needed to ensure that HUD tenants receive the benefit of this protection.[34] As part of its implementation of the final 30-day notice rule, HUD should issue guidance to voucher landlords reminding them of their obligation to provide all their tenants with 30 days' notice of eviction under the CARES Act as well as monitor landlord compliance.

III. HUD should clarify the meaning and scope of the right to cure in the regulation.

The final rule should clarify that in non-payment cases, tenants have the full 30 days to cure the violation. Although the rule requires the notice to provide "instructions on how the tenant can cure the nonpayment of rent violation," the rule does not explicitly state whether the tenant has 30 days to vacate or cure the nonpayment of rent violation, which could unintentionally result in arguments that the tenant has 30 days simply to vacate the property.[35] This is especially important because not all state landlord-tenant schemes include a right to cure.[36] In the preamble, HUD recognized that "it is generally more cost-efficient for housing providers to assist tenants in curing their non-payment of rent [...] as opposed to evicting tenants for non-payment of rent."[37] Ensuring that tenants have the full 30 days to pay furthers HUD's goals of preventing evictions and giving tenants adequate time to access financial resources, such as state and local emergency rental assistance as well as homelessness prevention services.[38] For these reasons, we strongly recommend that, pursuant to its general authority to "make such rules and regulations as may be necessary to carry out [its] functions, powers, and duties," 42 USC

---

[33] *Arvada Vill. Gardens LP v. Garate,* 2023 CO 24, ¶ 16, 529 P.3d 105, 108 (Colo. 2023).

[34] HUD action to implement the CARES Act would align with similar efforts by other federal agencies. In August 2022, the Federal Housing Finance Authority (FHFA) required Fannie Mae and Freddie Mac (collectively, the government sponsored enterprises, or GSEs) to include in both existing and future loan agreements a 30-day notice to vacate at multifamily properties with mortgages backed by the GSEs. Letter from Sandra L. Thompson, Federal Housing Finance Agency to Diane Yentel, National Low Income Housing Coalition and Shamus Roller of National Housing Law Project (Sept. 14, 2022); See also FHFA.gov, "Tenant Protections for Enterprise-Backed Rental Properties in Response to Covid-19" (rev'd Sept. 14, 2021). Similarly, in March 2021, USDA notified its multifamily housing providers in the Rural Development program that the 30-day notice "protection is not time limited by the CARES Act and does not expire." Email from RD, "Multifamily Housing Leasing Policies and Emergency Rental Assistance" (Mar. 12, 2021) (on file with author). The announcement also advised that, in states without a state 30-day notice for evictions, property managers must implement the federal requirement "immediately." *Id*.

[35] Although the proposed rule does not derive its authority from the CARES Act, court cases interpreting the CARES Act's analogous 30-day notice provision to give tenants 30 days to vacate or cure are instructive. *See, e.g.,* Sherwood v. Auburn LLC v. Pinzon, 24. Wash.App.2d 664, 675 (2022) ("If the CARES Act … simply prevented the eviction of tenants for 30 days following notice, without providing tenants an ability to cure the breach … during that [same] period, the notice provision would be rendered meaningless.").

[36] *See* Freddie Mac Multifamily, *A National Survey of Tenant Protections Under State Landlord Tenant Acts, "*Consolidated Table" (January, 2023), https://mf.freddiemac.com/docs/tenant-protections-white-paper.pdf.

[37] 88 Fed. Reg. 83877, 83883.

[38] Ensuring that tenants have the right to a reasonable notice and an opportunity to cure before facing eviction for a lease violation is also consistent with the American Bar Association's Ten Guidelines for Residential Eviction Laws (Mar. 11, 2022).

3535(d), HUD amend the proposed rule to make clear that tenants have the right to cure their non-payment of rent violation during the 30-day period.

In addition, HUD should clarify that the 30-day notice requirement applies in cases where the eviction filing is based on an allegation of chronic late payments. HJN members have reported that some PHAs and PBRA owners have filed eviction based on such allegations as an end-run around policies to protect tenants and prevent evictions for non-payment of rent.

IV. In addition to nonpayment cases, HUD should impose the 30-day notice requirement in all cases involving evictions for lease noncompliance.

We would also recommend that HUD consider applying the 30-day notice requirement beyond nonpayment cases to include evictions for lease noncompliance. Many states already require longer notice periods for noncompliance than they do for nonpayment,[39] so standardizing the notice period for both types of evictions would not be meaningfully disruptive and would promote consistency and predictability for both landlords and tenants.

V. HUD should clarify that the termination notices for all programs covered by the proposed rule must include the amount of rent due free from extra fees or charges.

Of the regulations included in the proposed rule, only one imposes a specificity requirement.[40] 24 CFR 247.4 requires that the notice in termination cases for nonpayment of rent "stat[e] the dollar amount of the balance due on the rent account and the date of such computation." The other regulations listed in the NPRM, however, do not require specific information about the rental amount due and when it was calculated. Such information can help provide tenants covered by the proposed rule with the information necessary to defend themselves against an eviction for nonpayment of rent. We recommend, therefore, HUD amend 24 CFR §§ 880.607, 884.216, 966.4, and any other relevant regulations to include a similar specificity requirement for the other programs.

In requiring that notices of eviction for nonpayment of rent state "the dollar amount of the balance due on the rent account,"[41] HUD should restrict this amount to rent and ensure that housing providers not include fees or extra charges.

Late fees, for example, should be excluded. Late fees put additional financial pressure on low and very-low income tenants who are already overly rent-burdened. Making matters worse, many landlords apply a tenant's monthly rental payment first to past late fees rather than the current rent due, thus increasing a tenant's rental arrearage and causing the total amount due to

[39] Freddie Mac Multifamily, *A National Survey of Tenant Protections Under State Landlord Tenant Acts,* "Consolidated Table" (January, 2023), https://mf.freddiemac.com/docs/tenant-protections-white-paper.pdf.
[40] 88 Fed. Reg. at 83886.
[41] *Id*.

balloon rapidly.[42] It is important, therefore, for HUD to ensure that the "balance due on the rent account" excludes late fees.

HUD should also ensure that rent does not include other rental housing junk fees, such as attorneys' fees, pet fees, processing or administrative fees, insurance fees, and high-risk fees.[43] Additionally, HUD should clarify that any tenant who brings that "rent" amount current, within the notice period, preserves the tenancy, and any nonpayment of other charges outside rent is a distinct issue that landlords must pursue separately.

VI. HUD should limit the housing provider's ability to file an eviction notice for nonpayment of rent while a process to resolve the nonpayment issue is pending, such as an application for emergency rental assistance or a request for an interim recertification.

Given HUD's intent to give tenants time to access resources to avoid evictions for nonpayment of rent, HUD should consider limiting a housing provider's ability to file an eviction notice while a tenant is engaged in a process to resolve the nonpayment issue. There is precedent for such a pause in the multifamily housing context. HUD Handbook 4350.3 provides that in situations where the owner decides to delay processing a tenant's request for an interim recertification, the owner must not evict the tenant for nonpayment of rent.[44] This pause allows the tenant to remain housed until the landlord ascertains the amount that the tenant owes and whether there is a basis for a nonpayment eviction. Similarly, Massachusetts law requires a continuance in nonpayment eviction cases when an application for financial assistance is pending.[45] These policies support the idea that tenants should be given the time to resolve the nonpayment issue, which saves resources for both the tenant and the housing provider in the long run. HUD should, therefore, consider incorporating a similar provision in the proposed rule.

VII. HUD should include disasters in the threshold for additional discretionary information as required by the HUD Secretary.

The current language unnecessarily limits information that PHAs and owners would need to provide tenants in the event of a presidentially declared national emergency. Given the number of renters who face eviction due to nonpayment following large scale disasters, this provision should also cover presidentially declared disasters. This would give HUD the ability, for example, to require owners to disseminate disaster relief and recovery resources to impacted tenants.

---

[42] NCLC, *Too Damn High: How Junk Fees Add to Skyrocketing Rents* 13 (March 2023), https://www.nclc.org/wp-content/uploads/2023/03/JunkFees-Rpt.pdf.
[43] For a more comprehensive list of rental fees, *see Id.* at 3-4.
[44] HUD Multifamily Occupancy Handbook, Chapter 7: Recertification, Unit Transfers, and Gross Rent Charges, ch. 7. p. 25,https://www.hud.gov/sites/documents/43503c7HSGH.PDF
[45] M.G.L. c.239 §15(b)(i) (2024).

HUD should edit the text of the rule, in every instance it appears in the regulations, as follows: "In the event of a Presidential declaration of a **disaster or national emergency or a state disaster or emergency declaration**, such information to tenants as required by the Secretary."

HUD should track the language in the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("Stafford Act"), 42 U.S.C. § 5121 et seq., with regard to Presidential disaster declarations (PDD). Under the Stafford Act, the President may issue two types of disaster declarations to trigger federal assistance to state and local jurisdictions: emergency declarations and major disaster declarations. The issuance of a national emergency declaration during COVID-19 was an unprecedented event that is unlikely to occur frequently in our nation. More likely to impact HUD tenants are natural and environmental disasters that trigger the need for the issuance of a major disaster declaration.

The PDD is significant for tenants in impacted disaster areas as it triggers the authorization of federal disaster assistance. The PDD is only issued following a request by the Governor of the affected state.[46] As a result, the amount of time between when the disaster occurs and when the PDD is issued varies widely.[47] During that time, HUD tenants in impacted areas are at an increased risk of losing their housing. This is especially true for tenants who evacuate prior to an emergency and are unable to return immediately following the disaster, or for tenants whose units are rendered uninhabitable as a result of the disaster.[48] Without immediate financial assistance, families may be evicted and become homeless while waiting for the assistance. Thus, to prevent unlawful displacement of HUD tenants and provide them ample time to access FEMA assistance, HUD should require that the tenant eviction protections go into effect for any covered property located in an area under disaster declaration issued by the Governor where the property is located.

VIII. HUD should strengthen protections discussed in the preamble by incorporating them into the regulatory text

A. Defenses to eviction grounded in civil rights law

The preamble to the proposed rule names several statutes that give HUD authority to investigate and enforce civil rights violations for tenants living in HUD housing, including the

[46] 42 U.S.C. §§ 5170(a), 5191(a).
[47] For example, for Louisiana Hurricane Ida (4611-DR-LA) the major disaster declaration was declared during the disaster incident period, whereas for Maryland Tropical Storm Isaias (4583-DR-MD) the major disaster declaration was declared 6 months after the disaster incident period.
[48] See e.g., Emily Enfinger, Hundreds of Elderly, Low-income Residents Displaced after Ida Damaged Houma Public Housing Complexes, Houma Today (September 18, 2021), https://www.houmatoday.com/story/news/local/2021/09/19/bayou-towers-senator-circle-residents-displacedhurricane-ida/8363404002/.

Fair Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and the Violence Against Women Act (VAWA).[49]

HUD should include this list of anti-discrimination protections in the notice and reiterate which groups of HUD tenants they protect in the regulatory text. While these protections do represent existing law, requiring compliance with them as part of the regulation itself could help increase compliance among PHAs and owners, which can be irregular at best. Unfortunately, covered housing providers often do not view their obligations under civil rights laws as connected to actions they may take with respect to not accepting rent or terminating a tenancy allegedly due to non-payment. Yet the two issues— alleged non-payment and civil rights violations— are often inextricably tied together or connected as a direct result of the landlord's discrimination.

The easiest and quickest path to cutting off a tenant's assertion of their civil rights is to threaten to evict. In cases involving sexual harassment, the landlord often refuses rent in order to file an eviction for nonpayment and then weaponizes the eviction case either to force a tenant into submitting to the landlord's sexual advances or to punish tenants who rebuff.[50] Landlords can weaponize nonpayment evictions against tenants facing other forms of discrimination in violation of the Fair Housing Act, such as a landlord threatening to evict a family with a new baby, or a survivor presenting an order of protection. Landlords also often respond to requests for reasonable accommodations with a threat to evict. Given the potential for abuse of nonpayment evictions, it is incumbent upon HUD to ensure that tenants and landlords know of the connection between civil rights protections and evictions.

This is especially true in the VAWA context. While VAWA requires a notice of occupancy rights,[51] many landlords erroneously interpret this requirement as applying only when they can see explicit evidence of gender-based violence. This harmful interpretation stems from the failure of many housing providers to view economic abuse as domestic violence despite the fact that economic abuse occurs in nearly all relationships where there is domestic violence.[52] Financial abuse and coerced debts contribute to survivors' indigence as an estimated 99% of survivors of domestic violence experience financial abuse.[53]

Eviction cases for nonpayment are the quickest and easiest way to evict a survivor from a housing program because they often require shorter eviction notices and less proof than other

---

[49] 88 Fed. Reg. at 83880.
[50] *See* Kate Sablosky Elengold, *Structural Subjugation: Theorizing Racialized Sexual Harassment in Housing*, Yale L. J. & Feminism 227, 269 (2016).
[51] 34 U.S.C. § 12491(d); 24 C.F.R. § 5.2005(a).
[52] *See* Adams, *Measuring the Effects of Domestic Violence on Women's Financial Well-Being*, Center for Financial Security, University of Wisconsin-Madison (2011), *available at* https://centerforfinancialsecurity.files.wordpress.com/2015/04/adams2011.pdf.
[53] Adams et al. *Development of the Scale of Economic Abuse,* 14 Violence Against Women 5, 571 (2008).

eviction or termination cases under the federal housing programs. *Boston Housing Authority v. Y.A.*, 482 Mass. 240 (2019), illustrates how evictions can support economic abuse and harm survivors. In this case, the survivor fell behind on her rent payments due to the economic abuse she was experiencing, and the housing authority repeatedly attempted to evict her. The survivor explained to the judge that her abusive partner would "take everything from [her]" and that, as a result of the abuse, she had "lost everything already" and was afraid of losing her apartment. *Y.A.*, 482 Mass. at 243. *Y.A.* is a poignant example of how devastating economic abuse can be in the landlord/tenant setting, especially because it often results in survivors not having the resources to tender their rent or pay for other essential services (including keeping utilities on), which may also lead to termination from housing programs. *See, e.g.,* Chicago Housing Authority Housing Choice Voucher Administrative Plan for FY2024 at 12- I.D (16) ("The participant is responsible for keeping the unit in compliance with HQS, including maintaining appliances, paying utility bills and ensuring continuous utility service for any appliances and utilities that the owner is not required to provide under the lease and HAP contract.").

Likewise, in *Fuentes v. Revere HA,* 84 Mass, Appeals Court 1119, 2013 WL 5951527 (Nov. 8, 2013), one of the grounds for the Section 8 termination was a serious lease violation of nonpayment of rent. Even though the survivor testified that she had lost control of her funds to the abuser and had only recently gotten him out of her life, the hearing officer concluded that since the domestic violence had ended, VAWA was irrelevant (surmising that it would only be relevant if he were still abusing her), and the Superior Court followed the housing authority decision. Fortunately, the Appeals Court did not, and remanded the case back for a new hearing.

Without explicit language from HUD in the 30-day notice, housing providers will simply treat nonpayment cases as unrelated to VAWA and seek to terminate assistance and/or evict the survivor. In the preamble of the NPRM, HUD recognized that non-payment cases and VAWA protections are connected because they implicate one of the most common forms of violence, economic abuse.[54] HUD should explicitly reference this in the regulatory text as well to reinforce the mandatory nature of the VAWA notice requirement. Otherwise, covered housing providers and survivors will continue to view VAWA as a separate law to enforce, unrelated to non-payment cases. HUD must also provide strong guidance so that housing providers connect it to gender-based violence and understand that non-payment cases, and even prior to that when a family falls behind on rent, must be evaluated for potential abuse.

B. Translation and best practices for language access

In announcing the proposed rule, HUD emphasizes another protection grounded in civil rights law: language access. In the preamble, HUD repeatedly discusses the importance of ensuring that PHAs and subsidized owners provide adequate language access service to limited English proficient households facing lease termination. NHLP is in strong agreement with this

[54] 88 Fed. Reg. at 83880.

assertion and applauds HUD for ensuring that the needs of LEP households are not overlooked in the implementation of the 30-day notice rule.

Yet unfortunately, this critical recognition of the need for language access services in connection with eviction notices does not appear in the actual proposed text of the revised regulations. HUD should correct this omission by adding text to the appropriate regulations making clear that appropriate steps shall be taken to ensure that lease termination notices and other associated vital documents are translated and that backup oral interpretation is available for such materials, so that LEP households are not denied the full benefit of the 30-day notice period and other protections such as administrative grievance procedures and the right to cure noncompliance.

As HUD references, the lodestar for language access services in HUD-supported programs is Federal Register Notice, FR–4878–N–02, Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons—commonly referred to as the "LEP Guidance." The LEP Guidance specifically identifies "[n]otices of eviction," as well as "[w]ritten notices of rights, denial, loss, or decreases in benefits or services, and other hearings," among the types of materials likely to constitute "vital documents," the non-translation of which effectively denies meaningful access to members of LEP groups.[55] HUD should state in the final 30-day notice rule that PHAs and subsidized owners must translate eviction notices and associated vital documents into the receiving household's primary language.

The heart of the LEP Guidance directs HUD-supported entities to individually assess the need for and develop a plan for delivering language access services appropriate to their particular activities based on a four-factor analysis.[56] Translating eviction notices and similar vital documents is all but mandatory under any reasonable application of that analysis, which balances resource considerations and connects the greatest need for language access services to those programs of the greatest importance to peoples' lives. The deep rental subsidies available in public housing and subsidized multifamily housing programs tend to make those properties the only housing truly affordable to the lowest-income households, and thus eviction from a HUD-subsidized dwelling unit causes a devastating and often irrecoverable outcome for affected tenants. PHAs and subsidized owners also tend to have greater resources than many other HUD-supported entities, and eviction notices and accompanying materials largely consist of form documents that may be translated a single time for the benefit of entire language groups.

[55] See 72 Fed. Reg. 2732, 2744 (Feb. 22, 2007).

[56] The four factors are: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP persons come in contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the grantee/recipient and costs. 72 Fed. Reg. 2732, 2740 (Feb. 22, 2007).

Indeed, many PHAs already require translation of eviction notices and related materials under their language access plans. Yet NHLP staff and Housing Justice Network members know from long experience working with tenants in HUD programs that PHAs differ widely in the quality of their language access plans, and compliance with those plans is highly inconsistent even when the text is strong. Specifically requiring translation of eviction notices in the final rule would therefore make a real, positive difference in ensuring LEP tenants do not face the loss of subsidized housing without the due process of being meaningfully informed of the proceedings against them and having an appropriate opportunity to respond.

HUD also cautions in the LEP Guidance that "back-up availability of oral interpretation is always advantageous," for the reason that many LEP individuals may not be able to read in their native languages.[57] This is also important for non-LEP households where literacy may be an issue. Therefore, while we primarily urge written translation as the most frequent means by which to ensure LEP households receive fair notice of lease termination, ideally HUD should craft additional text to encompass the full range of language access services that may be needed to convey adequate information to both LEP households and non-LEP households facing language access challenges.

C. Requiring reasonable repayment plans

To meet its stated goals— to prevent evictions, minimize the frustration of HUD's mission, and resolve rental arrears— HUD must require (rather than simply encourage) PHAs and owners to offer families accessible, affordable repayment agreements that allow families to pay down their debt while maintaining their housing.

Although the proposed rule requires housing providers to inform tenants about the process for curing the alleged nonpayment and how they can seek any potential rent adjustment,[58] it does not address families' need for reasonable and affordable repayment terms. The inability to pay a lump sum or a large portion of the debt within a short period will be a barrier to families negotiating and receiving a repayment agreement that they can realistically maintain throughout the agreement's term.[59] The proposed rule does not change who is offered a repayment agreement. Instead, HUD leaves the decision to each housing provider,[60] which only strengthens housing providers' bargaining position to the detriment of tenants. As HUD notes, the harm of evictions is not equally distributed, placing assisted families at a heightened risk of

[57] *Id.* at 2743-44.
[58] *See* 88 Fed. Reg. at 83881-82.
[59] HUD acknowledges most families have limited financial resources to cover a financial emergency, such as a lump sum rental arrears payment. This understanding is one of the contributing reasons why HUD is choosing to make the interim final rule "generally applicable." 88 Fed. Reg. at 83880.
[60] *See* 88 Fed. Reg. at 83881-82.

homelessness.[61] Further, tenants' ability to find alternative housing is diminished if they're simply named in a filed eviction.[62]

To be affordable, repayment agreements must cap the monthly amount paid by the tenant for current and back rent to forty percent of their adjusted income. Additionally, the agreements must have the ability to be adjusted or restructured to reflect changes in the tenant's income. These principles are already reflected in HUD's repayment agreement guidance[63] and should be memorialized in the final rule.

Furthermore, HUD should provide PHAs and project owners a model repayment agreement template. The template should use plain language that makes clear to the tenant the amount of back rent owed; the amount of current rent, plus the portion of back rent owed to be paid that does not exceed forty percent of the tenant's adjusted income; the anticipated period of the repayment agreement; and a clause requiring renegotiation and restructuring in the event that the tenant's income changes.

By limiting the amount paid by the tenant to forty percent of their adjusted income, the affordability requirement sets families up for success by allowing families to make debt payments commensurate with their ability to pay, while the housing provider collects the rental arrears over an extended period. Further, families may remain housed, placing less stress on infrastructure serving our unhoused neighbors. Additionally, requiring affordable repayment agreements will minimize the number of evictions filed in the HUD housing programs by diverting parties to a standardized process that requires housing providers to seek resolution of the alleged debt.

---

[61] 88 Fed. Reg. at 83878.

[62] Kristin Ginger, *Eviction Filings Hurt Tenants, Even If They Win*, SHELTERFORCE, Jul. 30, 2018, https://shelterforce.org/2018/07/30/eviction-filings-hurt-tenants-even-if-they-win/; Jaboa Lake & Leni Tupper, *Eviction Record Expungement Can Remove Barriers to Stable Housing*, CENTER FOR AMERICAN PROGRESS, Sept. 30, 2021, at ns. 27-37 and accompanying text, https://www.americanprogress.org/article/eviction-record-expungement-can-remove-barriers-stable-housing/; Miriam Axel-Lute & Brandon Duong, *Fixing the Harms of Our Eviction System: An Interview with Emily Benfer*, SHELTERFORCE, Mar. 4, 2021, https://shelterforce.org/2021/03/04/fixing-the-harms-of-our-eviction-system-an-interview-with-emily-benfer/.

[63] U.S. Dep't of Hous. and Urban Dev., Enterprise Income Verification (EIV) System, H 2009-20 VII.C.3 (Dec. 7, 2009), https://www.hud.gov/sites/documents/09-20hsgn.doc (requiring repayment agreements with terms agreed to by both owners and tenants, total monthly payments not to exceed 40 percent of the family's monthly adjusted income, include a renegotiation clause, and reference to the applicable lease provision); U.S. Dep't of Hous. and Urban Dev., Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System, PIH 2018-08 14-15 (Oct. 26, 2018), https://www.hud.gov/sites/dfiles/documents/PIH-2018-18%20-%20Administrative%20Guidance%20for%20Effective%20and%20Mandated%20Use%20of%20the%20Enterprise%20Income%20Verification%20%28EIV%29%20System.pdf (requiring repayment agreements to reference the applicable public housing lease provision, include a term to amend due to family income changes, limit total monthly payment to forty percent of the family's adjusted income); U.S. Dep't of Hous. and Urban Dev., Attachment 4: Repayment Agreement Guidance, https://www.hud.gov/sites/dfiles/PIH/documents/Attachment4_Repayment_Agreement_Guidance.pdf.

Further, repayment agreements do not have the same documented harmful impacts as filing evictions. As HUD notes, the harm of evictions falls more heavily on tenants and their families than on housing providers.[64] As HUD notes, many assisted families have limited financial reserves, leaving them especially vulnerable to increases in living costs,[65] including paying accrued debts and moving costs. Although tenants benefit from additional time to resolve nonpayment issues with housing providers, that additional time should be paired with a mandate for housing providers to offer tenants a repayment agreement. The current power imbalance gives housing providers decisive control in determining whether to grant this critical eviction prevention intervention to a tenant.[66] And when evictions are filed, housing providers are far more successful than not in securing a judgment against tenants. HUD must examine how its proposed structure would further entrench those imbalances. HUD must require housing providers to enter into repayment agreements before seeking to evict.

IX. HUD should require additional information in the 30-day termination notices.

The proposed rule requires that PHAs and owners provide supplementary information in termination notices about how to cure a nonpayment and how to recertify income. We applaud HUD for taking these steps to promote transparency and awareness of HUD tenants' rights. To further these goals, we recommend HUD also require that notices include the following:

A. Information about how tenants may request a reasonable accommodation, such as an extension on rental payments

B. Along with the amount of rent that is due, the name, telephone number, and address of the person to whom rent will be paid and the hours during which tenants can pay rent in person

C. Contact information for local legal services offices, including information about right to counsel as applicable

D. Information about all HUD tenants' right to a 30-day notice under the CARES Act

E. Information about where to apply for rental assistance, as applicable, including when there is not a state of emergency or disaster

F. A list of civil rights protections that may be constitute a defense to a nonpayment eviction, including the Fair Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and the Violence Against Women Act (VAWA)

[64] 88 Fed. Reg. at 83878.
[65] 88 Fed. Reg. at 83880.
[66] *See* 88 Fed. Reg. at 83881-82.

We also recommend that HUD remind PHAs in the regulatory text of this rule of their obligations to include key information to tenants in notices of eviction, such as their rights to a grievance hearing.[67]

In addition, HUD should ensure that only signatories of the lease are named in the lease termination notice (and any subsequent court papers, if a court case is required.) Although the law in some states prohibits housing providers from naming minors in eviction cases, HJN members have reported that in HUD multifamily housing, owners sometimes name adult children in the eviction filing even if they are not co-signatories of the lease/contract (but may be signatories of recertification paperwork due to requirements under the Privacy Act). This in turn hurts the credit of these adult children in the future. HUD should help end this practice by providing that the lease termination notice should only include tenants who are signatories of the lease.

X. HUD should ensure meaningful implementation of key provisions of the proposed rule.

A. Minimum rent hardship exemptions

Federal law requires PHAs to immediately grant an exemption when a family is unable to pay the minimum rent because of a "financial hardship." The law provides a nonexclusive set of situations that meet the definition of "financial hardship," including: families that have lost or are waiting for benefits; families would be evicted as a result of the imposition of a minimum rent; families' circumstances change, for reasons such as the loss of employment; a death in the family occurs; and other situations that HUD or the PHA may determine.[68]

We are pleased that HUD requires owners and PHAs to include in the notice information on how the tenant can apply for a hardship exemption pursuant to 24 CFR 5.630(b). Research and experience suggest, however, that hardship policies for HUD tenants are severely underutilized.[69] Despite the requirements under the law, PHAs rarely grant the exemptions. In 2019, the HUD Office of Public and Indian Housing reported to Congress that, excluding Moving To Work Authority agencies, for calendar year 2017, exemptions were granted to only 0.4% of public housing families and 0.7% HCV program participants.[70] Because tenants on the

[67] *See* 24 CFR 966.4(l)(3).
[68] 24 CFR 5.630(b).
[69] HUD, Study of Rents and Rent Flexibility (May 26, 2010); *see also Wilkins v. New Haven Hous. Auth.*, No. 3:ll-CV-01796-CSH (D. Conn. filed Oct. 31, 2013) (requiring reforms to the PHA's minimum rent hardship procedures and some rent credits); *Chastain v. Northwest Georgia Hous. Auth*., 2011 WL 5979428 (N.D. Ga. April 28, 2011) (ordering PHA to grant hardship exemption to minimum rent based on claims that PHA's grievance decision was inadequately specific in violation of statute and due process, and that denial of exemption violated statute and regulations).
[70] Letter from HUD Office of Public and Indian Housing to Committee on Housing Financial Services, (Feb. 15, 2019).

minimum rent are, by definition, extremely low income, a failure to extend the hardship exemption to them virtually guarantees they will be evicted and rendered homeless.

In order to lend real meaning to the hardship exemption requirement, HUD should clarify how and when tenants must be informed of the policy. HUD should require PHAs to provide accessible notices of the hardship policy to every adult in the household: during admissions, at any recertification, in all termination notices and grievance documents; and in the PHA's planning documents. In all of these documents, the process for applying should be easy to understand and to execute and not require tenants to assert "magic words" i.e., "I believe I am eligible for the hardship exemption to the minimum rent policy."

HUD should also require that PHA planning documents report on the number of minimum rent households, the number of hardship exemption requests, and the outcomes of those requests. These metrics could inform when PHAs are not making any effort to implement and let tenant households know of the hardship exemption.

HUD should also require owners and PHAs to explicitly state what might qualify a family for a hardship exemption in the notice. HUD lists conditions that may constitute grounds for a financial hardship, including when the family experiences a decrease in income or an increase in expenses due to changed circumstances. There are a range of other potential hardships and each application should be considered on a case-by-case basis.

NHLP has also asked HUD in the past to provide guidance to PHAs on additional circumstances that would lead to a hardship such as: any issues related to a person's status as a survivor of domestic violence or sexual assault; short-term disability that impacts ability to work or comply with program rules (even if not disabling in the long term); health crisis of any family member; residential or outpatient treatment that creates barriers to work; application of a policy would cause a family break-up. It is important that HUD informs and reminds PHAs, owners, and tenants of these qualifying events explicitly and regularly to ensure effectiveness of this important policy.

Finally, HUD should make clear that PHAs should not be evicting minimum rent households for failure to pay the minimum rent. In those cases, the hardship exemption must be applied in order to avoid the eviction.[71]

B. Incorporating the notice requirement into leases

We support HUD's requirement that PHAs and project owners amend current and future leases to properly incorporate the 30-day notice requirement. Although the 30-day notice requirement should not be a significant change for PHAs and owners given the ongoing requirements under the IFR and the CARES Act, we recognize that incorporating these changes

[71] 42 U.S.C. 1437a(a)(3)(B)(i)(II) (2022).

into the lease may raise some questions regarding implementation. We recommend that HUD provide guidance and technical assistance to PHAs and owners by providing model language for PHAs and owners as well as ample support for PHAs and owners as they incorporate this requirement into their leases and, where appropriate, lease addendums. This will be especially important given that PHAs and owners are experiencing concurrent changes due to the HOTMA regulations and HUD's pending model lease for PBRA tenants.

C. Oversight and enforcement

For tenants to receive the benefit of the 30-day notice requirement, we strongly recommend that the final rule indicate the compliance process that HUD will undertake to ensure that PHAs and project owners give tenants the notice to which they are entitled. The final rule should also outline the actions that HUD will take in the event of a PHA or project owner's non-compliance. HUD could accomplish this by updating its existing oversight systems (e.g., PHAS for public housing, TRACs for multifamily housing). Alternatively, it could assess compliance through a random pull of tenant files, a process similar to what HUD will undertake for assessing VAWA compliance.

Thank you for issuing the Notice of Proposed Rulemaking and taking action to make permanent the 30-day eviction notice requirement for certain HUD-assisted housing units. For questions, please contact Marie Claire Tran-Leung, Evictions Initiative Project Director, National Housing Law Project, mctranleung@nhlp.org.

Sincerely,

National Housing Law Project

American Civil Liberties Union
Bay Area Legal Aid
Blue Ridge Legal Services, Inc.
Center for Arkansas Legal Services
Central Virginia Legal Aid Society
Community Change
Community Justice Project, Inc.
Community Legal Services of Philadelphia
Connecticut Fair Housing Center
Connecticut Legal Services, Inc.
Delaware Community Legal Aid Society
Disability Rights Advocates
Disability Rights California
Everyone for Accessible Community Housing Rolls! Inc.
Fair Housing Advocates of Northern California

Greater Boston Legal Services
Greater Hartford Legal Aid
Heartland Center for Jobs and Freedom
Housing Justice Project
Justice in Aging
Land of Lincoln Legal Aid
Legal Aid Justice Center
Legal Aid Society of Roanoke Valley
Legal Aid Works
Legal Services of New York City
Legal Services of Northern Virginia
Louisiana Fair Housing Action Center
Michigan Poverty Law Program
National Consumer Law Center (on behalf of its low-income clients)
National Homelessness Law Center
National Legal Aid & Defender Association
National Low Income Housing Coalition
New Haven Legal Assistance Association
Pisgah Legal Services
Public Justice Center
Regional Housing Legal Services
Shriver Center on Poverty Law
Southwest Virginia Legal Aid Society
St. Mary's Elderly Housing Corp.
Texas RioGrande Legal Aid
The Kelsey
The Public Interest Law Project
Three Rivers Legal Services, Inc.
Western Center on Law & Poverty
William E. Morris Institute for Justice

APPENDIX
EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JANE ADDAMS SENIOR CAUCUS, NORTH CAROLINA TENANTS UNION, MARYLAND LEGAL AID, and LISA SADLER, *Plaintiffs*, v. UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and SCOTT TURNER, in His Official Capacity as Secretary of the United States Department of Housing and Urban Development, *Defendants*.	Civil Action No. 1:26-cv-00718

DECLARATION OF LISA N. COLEMAN

I, Lisa N. Coleman, hereby declare as follows:

1. I submit this declaration regarding the rescission of the 2024 Final Rule titled "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent" ("2024 Final Rule") by the United States Department of Housing and Urban Development ("HUD").

2. I am a member of the Jane Addams Senior Caucus ("JASC"). I have been a member since February 14, 2025. I am comfortable with JASC representing my interests in this case.

3. I am a tenant at Lakeside Tower Apartments, a Section 8 Project-Based Rental Assistance property in Waukegan, Illinois. I have lived at Lakeside Tower Apartments since the end of 2019.

4. I am a 47-year-old Black woman and reside with my live-in aide. I have been diagnosed with cellulitis and have been hospitalized on and off since 2023. The cellulitis contributed to my diagnosis of peripheral neuropathy because of damage to my nervous system from the repeated debridement required to treat the cellulitis. This causes my feet, legs, and spine to go numb or become extremely painful, sometimes with a burning sensation. These symptoms affect me all the time, and while medication can reduce the symptoms, it does so only to the point that I can tolerate it, but not enough for me to maintain a job.

5. Because of my disability, I am unable to work, and my sole income is Retirement, Survivors, and Disability Insurance. I currently receive monthly benefits in the amount of $1,241.

6. I have lived at Lakeside Tower Apartments since the end of 2019.

7. Because of my fixed income, it would be difficult, if not impossible, for me to afford a home on the private market without access to federally assisted housing.

Lakeside Tower Apartments

8. Lakeside Tower Apartments has a Section 8 Project-Based Rental Assistance subsidy through HUD's Property Disposition program.

9. In addition to being a member of JASC, I am a member of my building's tenant association, the Lakeside Tower Tenant Union. The union holds meetings approximately twice a month where we discuss issues we are having with management and the building, and we agree on collective actions to solve these issues.

10. We have also met with management to address issues and delivered a petition signed by residents asking for changes.

11. JASC frequently assists the Lakeside Tower Tenant Union as part of its mission to support HUD tenants. JASC is experienced with navigating recurring, complex issues that plague Lakeside Tower residents. For example, JASC staff met and talked with me regularly about the issues I experienced at the property and helped me review my ledger on multiple occasions, informing me of applicable HUD rules. JASC ultimately referred me to a legal aid attorney.

12. I am active in the tenant union and regularly attend the meetings. As a result, I often hear about issues other tenants are having.

13. One of the most common issues I hear about is inaccurate ledger balances. Sometimes people lose income, but the property fails to recertify them and decrease their rent. Residents' rent payments are not properly tracked. Utility reimbursements are not properly distributed, which means tenants are paying out-of-pocket for utility costs that are supposed to be covered by their subsidy.

14. As my own experience below illustrates, these ledger errors take time to fix with management.

15. Part of the reason it takes a long time to fix the ledger issues is because management does not correctly apply the relevant HUD regulations. If they do acknowledge errors, they do not apply corrections comprehensively, in a timely fashion, or at all. Management and their attorneys also take a long time to respond to emails, if they do at all; do not reply comprehensively; or do not provide correct information. On our end, it takes JASC staff and myself days or even weeks to go through years of convoluted ledger entries and gather necessary documentation (sometimes from third parties) to prove certain entries are erroneous.

16. Currently, the property is required to provide 30 days' notice and opportunity to cure a nonpayment violation before eviction. Tenants are also entitled to a copy of their ledger. The 2024 Final Rule gives tenants time to resolve their ledger and income recertification issues with management.

17. I am worried that if the 2024 Final Rule is rescinded, Lakeside Tower Apartments will go back to providing only the five days' notice required under Illinois law. I worry because management continues to provide five days' notice instead of 30 days' notice on occasion. On May 23, 2024 and October 15, 2025, I received notices from management saying I was delinquent and had five days left to pay my balance. Any eviction based on these notices would probably have been thrown out because it did not comply with the 2024 Final Rule, but it goes to show that the property is eager to return to shorter notice requirements. I feel that management takes any opportunity to penalize me, whether that be increasing my rent, threatening me for failing to immediately provide recertification documents, or deferring unit maintenance. If they had the opportunity to provide fewer than 30 days' notice for eviction, I am convinced they would.

18. As described below, five days is nowhere near enough time to fix the type of ledger and recertification problems I have seen at the property. Five days is also not enough time to come up with the money to pay off a balance for someone like me that receives a fixed income once a month. For example, I receive my disability check on February 3. If I get a notice on February 15 that I owe a balance, there is no way I can pay the balance owed within five days. I can only pay it when I get my next disability check on March 3.

Risk of Eviction with Insufficient Notice

19. I have faced eviction for alleged nonpayment on multiple occasions.

20. On or about May 23, 2024, I received a notice saying I had a balance of $1,182, that I had to pay it in five days, and that my case had already been sent to management's attorneys. I contacted management and asked for help. It took me a week, until May 31, 2024, to obtain a copy of my ledger.

21. I then contacted JASC, which was at that time Tenant Education Network ("TEN"). Over the next week or so, with help from JASC staff, I determined that a $1,000 payment I made in March was not counted on my ledger. I also discovered from my ledger that, although my most recent rent notice stated that my rent was $262 per month, and I had been paying that amount, management had raised it to $314 without providing notice.

22. I returned to the management office on June 3, 2024 to try to address these issues, and management informed me that my balance was even higher—$1,982. I was afraid of being evicted, so I paid $700 to enter into a payment plan even though I disagreed with the balance. Because I entered into a payment plan, I was able to avoid eviction.

23. This whole process of obtaining my ledger, identifying certain errors, and then entering into a payment plan took 11 days. We were confident that an eviction court judge would throw out any eviction filed based on the May 23, 2024 notice because it did not comply with the 30-day notice requirement then in effect. But if it was not for that protection, I would have faced eviction because there was no way I could have obtained my ledger, sorted through all the entries, identified errors, and entered into a payment plan in only five days.

24. In June 2024, the hospital told me I would have to move to a skilled nursing facility unless I got a live-in aide. So, I got a live-in aide. The manager threatened to ban him from the building unless he was formally added to my lease. While I did not have a problem with that, she was demanding his check stubs to include in my household's income calculation. I

knew that I could not afford that and that something was wrong, but she brushed me off. I again contacted TEN, whose staff notified me that under HUD regulations, the income of a live-in aide cannot be included in the rent calculation. In consultation with TEN staff, I worked on collecting reasonable accommodation paperwork and doctor's notes to support my claim. Due to scheduling delays with my doctor, this took two months. When I finally submitted the formal request and supporting documents to the property, they corrected the error by removing my live-in aide's income and reducing my rent.

25. Even if I had not experienced scheduling delays with my doctor, it would have been impossible for me to obtain documentation from a busy doctor's office within the five-day notice period under state law. If I had only had five days, I likely would have been evicted.

26. On or about October 15, 2025, I received notice from management saying I was delinquent in the amount of $1,086.00 and had five days left to pay my balance. The notice further stated that any tenant who does not pay their rent by the fifth of the month would be sent to eviction court. I knew the balance was incorrect because I had paid my rent each month. It took me almost three weeks to address this issue. I had to contact JASC again, JASC had to review my ledger, and I had to locate all of my rent receipts from 2025 proving I had paid each month. I also met with a local non-profit about rental assistance during that period, but they were unable to assist me because my ledger did not make sense to them. The JASC organizer then emailed management on my behalf. Unfortunately, management refused to adjust my ledger and doubled down on the same balance.

27. Even though we were not able to fix the problem with my ledger at that time, it took JASC and myself 20 days to accurately and thoroughly address the issue with management. We were confident that an eviction court judge would throw out any eviction filed based on the

October 15, 2025 notice because it did not comply with the 30-day notice requirement. But if it was not for the 2024 Final Rule, I would have faced eviction because there is no way JASC and I could have fully reviewed my ledger and gathered all of the necessary evidence to address the errors on my ledger in five days.

28. On November 6, 2025, I received a 30-day notice of eviction for back rent, this time for $1,209. I requested a meeting with the manager via email to discuss the issue, but she refused. I asked for the meeting because I had a ledger from February 2025 showing they had never removed the incorrect rent charges that included my live-in aide's income, and I wanted to ensure this balance was correct.

29. Hitting a dead end, I was referred to a legal aid attorney with JASC's help. My attorney contacted management's attorney on December 5, 2025. Management did not provide an updated ledger until January 15, 2026, which confirmed the live-in aide's income had finally been removed from my balance. It took my attorney and I two months to fully address the issues with the November 2025 notice because of how long it took to get a response from management and to get an updated copy of my ledger. There is no way we could have resolved those issues in the five-day notice period under state law. If I had only had five days, I likely would have faced eviction.

30. Unfortunately, even though management removed the live-in aide income from my ledger, they did not remove the late fees that were erroneously charged during the period. I was still paying my rent on time each month, but each month I would still get charged a late fee. To date, my attorney has followed up with management's attorney twice to remove the late fees and address other issues, without response.

31. In the meantime, I have continued to pay my rent portion each month. Because they have accepted my rent, they will need to issue a new notice to vacate in order to move forward with eviction.

32. I am worried that I will receive another eviction notice for nonpayment of rent because management says I still owe a balance. Because that balance remains on the account, I am concerned that management could rely on it to issue another notice for nonpayment. Once the 2024 Final Rule is rescinded, I will only have five days to address and resolve any issues with my ledger, and pay off any balance, before management can evict me. This is not going to be enough time based on my past experiences outlined herein.

Irreparable Harm If Evicted

33. I cannot afford to rent a two-bedroom apartment for me and my live-in aide on the private market with my fixed income of less than $1,300 per month. I would have to use every dollar of my income just to pay for a one-bedroom apartment. Then I would have no money left to pay for any of my other expenses.

34. Even if I could afford to rent an apartment, having the eviction on my record would make it extremely difficult to find one since most places screen for eviction history.

35. If evicted, I would probably have to double up with a family member or friend. This would make it very hard for me to keep up with my medical care for my cellulitis. I have a wound-care nurse who comes to my house twice a week and a physical therapist who also comes once or twice a week. I likely would not be able to continue these treatments with any consistency if I lost my stable housing.

36. The disruption in my medical treatment will have a severe impact on my health. I have been able to effectively manage my condition with this regimented care. Without it, I will

likely experience increased, intolerable pain; more infections resulting from my cellulitis; even more limited mobility; and all the mental and psychological impacts that exposure to chronic, severe pain will cause me. This will impede my ability to function and perform daily tasks.

37. Eviction and the resulting housing instability will also cause me stress, anxiety, and emotional harm.

Procedural Injury

38. I believe that before the government rescinds the 2024 Final Rule, it should consider the experiences of tenants like myself who have benefitted from the rule and will be harmed by its revocation.

39. I have important information to share about my neighbors' and my experiences with recertification and ledger issues at Lakeside Tower Apartments. Without 30 days' notice and opportunity to cure, and access to our ledgers, we would not have been able to resolve these issues and would likely have been evicted.

40. With only five days' notice under state law, I would not be able to fix the issues on my ledger with management or come up with the money to pay any legitimately owed balance.

41. I could not have submitted these comments in response to the 2023 Notice of Proposed Rulemaking because my issues began in May 2024, after the comment period closed. A number of the experiences I've described here occurred in 2025, after the 2024 Final Rule was in effect.

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct.

Executed in Waukegan, Illinois on February 26, 2026.

Lisa N. Coleman

Lisa Coleman

APPENDIX
EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JANE ADDAMS SENIOR CAUCUS, NORTH CAROLINA TENANTS UNION, MARYLAND LEGAL AID, and LISA A. SADLER, *Plaintiffs*, v. UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and SCOTT TURNER, in His Official Capacity as Secretary of the United States Department of Housing and Urban Development, *Defendants*.	Civil Action No.1:26-cv-00718

DECLARATION OF SHAWNESE JONES

I, Shawnese Jones, hereby declare as follows:

1. I submit this declaration regarding the rescission of the 2024 Final Rule titled "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent" ("2024 Final Rule") by the United States Department of Housing and Urban Development ("HUD").

2. I am a dues-paying member of the Jane Addams Senior Caucus ("JASC"). I have been a member since February 14, 2025. I am comfortable with JASC representing my interests in this case.

3. I am a tenant at Lakeside Tower Apartments, a Section 8 Project-Based Rental Assistance property in Waukegan, Illinois. I have lived at Lakeside Tower Apartments since 2022.

4. My rent is due on the fifth of every month. I do not currently know the amount of rent I owe per month because the management of Lakeside Tower has not completed my recertification after I raised numerous ledger issues with the assistance of the attorney provided by JASC. As a result, my landlord has not informed me what my current rent is.

5. I am a 45-year-old Black woman, and I live with my three children, ages 16, 11, and 9, as well as my five-year-old grandchild.

6. I work approximately 50 hours per month as a caregiver for seniors. I work for an agency called Care for Soul. I have worked for them for more than four years. I get paid biweekly and bring home a maximum of about $500 each paycheck. However, my paycheck amount changes depending on my hours.

7. Because I get paid biweekly and my paycheck amount fluctuates, there have been months during my tenancy where it was hard for me to pay my full rent when it was due. There have been times when I could not pay the full balance until receiving my second paycheck.

8. Even though I work as much as I can, I get paid so little that I cannot afford an apartment for me and my dependents on the private rental market.

Lakeside Tower Apartments

9. Lakeside Tower Apartments has a Section 8 Project-Based Rental Assistance subsidy through the HUD's Property Disposition program.

10. In addition to being a member of JASC, I am a member of my building's tenant association, the Lakeside Tower Tenant Union. We meet regularly to discuss issues with the building. Because of this, I hear about problems other tenants are facing.

11. JASC frequently assists the Lakeside Tower Tenant Union as part of its mission to support HUD tenants in building power and improving the conditions of their tenancies. For

example, in July 2024 and February 2025, JASC assisted the Lakeside Tower Tenant Union with creating and circulating petitions asking management to fix a number of unfair practices. It was signed by me and other tenants.

12. JASC staff and its contract attorney meet and talk regularly with Lakeside Tower tenants, including myself. They are very knowledgeable about the HUD rules governing our tenancies and work to educate us about how to enforce our rights. They are also experienced with navigating recurring, complex ledger error issues that plague Lakeside Tower residents. They spend a lot of time requesting and reviewing our ledgers when the property says we owe a balance, to help us advocate for ourselves and our neighbors.

13. A lot of tenants are being threatened with eviction over inaccurate balances on their ledgers.

14. I know from personal experience that it can take months to address these types of ledger problems with management. Instead of trying to sit down with tenants to identify errors, their general attitude is "tell it to a judge."

15. I understand from my attorney that the property is required to provide 30 days' notice and the opportunity to cure a nonpayment violation before eviction. Each time I get an eviction notice, I obtain a new ledger, and my attorney and I have to untangle all of the different charges and credits to identify errors. The ledgers are so complicated that this process can take a couple of weeks to a month. This is before we even attempt to meet with management to address the issues. The 30 days' notice gives us more time to accurately and thoroughly address ledger issues with management.

16. I am worried that if the 2024 Final Rule is revoked, Lakeside Tower Apartments will go back to providing only the five days' notice required under Illinois law. I worry because

management continues to provide five days' notice instead of 30 days' notice on occasion. On October 15, 2025, I received notice from management saying I was delinquent and had five days left to pay my balance. Any eviction based on this notice would probably have been thrown out because it did not comply with the 2024 Final Rule, but it goes to show that the property is eager to return to shorter notice requirements.

17. In my experience, five days is not enough time to fix the types of ledger and recertification problems that I have experienced.

Risk of Eviction with Insufficient Notice

18. I have faced eviction for nonpayment on multiple occasions, all related to errors with my income and rent calculation.

19. On September 18, 2023, I received a 30-day notice to vacate, alleging I owed $430. I was confused and did not understand what the balance was for since I had paid all of my rent. I was willing to pay any amount legitimately owed, so I asked for a copy of my ledger to understand the source of the balance.

20. I also contacted JASC for assistance with contesting my ledger balance because I did not want to be evicted.

21. I did not receive a copy of my ledger until May 28, 2024, more than eight months after I made my request. On that day, I received a notice dated May 23, 2024, saying I owed $1,654 in past due rent. Management then informed me the notice was inaccurate and should be disregarded.

22. Every year, I submit paperwork for an annual recertification of my income. Management is supposed to process the recertification, issue me a new lease, and tell me my new rent amount so I know what to pay.

23. On June 21, 2024, during my annual recertification of income, the property manager informed me that my rent portion would go from about $120 per month to almost $700 per month effective one week later, on July 1, 2024. I did not understand why because my income had not changed.

24. I contacted JASC again and they connected me with their contract attorney, Peter Luck. Peter and Noah Moskowitz from JASC reviewed my recertification paperwork. They explained that my rent portion is supposed to be 30% of my gross income, minus an allowance for utilities. My gross income is usually just above $1,000 per month, so $700 was closer to 70% of my income. They calculated my rent portion as $144.60 based on the income shown on my paystubs and applicable deductions, including a deduction for certain childcare expenses. Peter and Noah also reviewed my ledger and determined that the balance on the ledger appeared to be inaccurate.

25. On July 16, 2024, I received a notice that I owed $2,524 in past due rent but was informed again that the amount was inaccurate and due to a system error.

26. On July 25, 2024, Peter sent a formal letter to property management disputing the May 23 and July 16 eviction notices and the unjustified rent increase. He discussed the issues with the property's counsel on July 30, 2024.

27. In other words, it took myself, Peter, and JASC staff about a month to sort through all of my ledger entries, review my income recertification paperwork to identify errors, and then to successfully schedule a call with the property's counsel. There is no way we could have reviewed this volume of ledger entries and associated paperwork if the property had filed an eviction after the five-day notice period under state law. If they had, I probably would have been evicted.

28. We thought that the issues with my ledger would be corrected after the meeting. However, they were not fixed.

29. On September 10, 2024, I received a 30-day notice claiming I owed $3,973. Again, believing this amount to be inaccurate, my lawyer and I continued to communicate to management that my ledger needed to be corrected. I provided my paystubs and bank statements to verify my income.

30. I went to the office multiple times to resolve these issues, but often, the office was closed during business hours or I was told to return another time.

31. On September 11, 2025, management gave me a 30-day eviction notice for an alleged $9,176 in back rent. Shortly thereafter, I was told by management that the balance was a system error and should be disregarded.

32. My JASC attorney analyzed the ledger upon which the September 11 notice was based and determined there were roughly $7,000 in inaccurate or erroneous charges on the ledger. The property had repeatedly increased my rent without notice or reason. The property had also failed to properly apply a required deduction for childcare expenses. On October 1, 2025, my attorney contacted management about the errors.

33. In other words, it took him roughly three weeks to sort through and catalogue all of the issues with my updated ledger. There was no way we could have reviewed and catalogued all of these issues, and addressed them with management, in the five-day notice period under state law. Had I only had five days, I probably would have been evicted.

34. Despite my attorney's communication, on October 15, 2025, I received another notice of rent due that contained inaccuracies. The notice demanded payment in five days even though 30 days' notice was required. Thankfully, the property did not file an eviction based on

this notice (and if they had, I believe it would have been dismissed for not complying with the 30-day notice requirement).

35. On November 6, 2025, I received another 30-day notice to pay or vacate stating that I owed $10,218, which I believed to be inaccurate.

36. My attorney and I continued to try to communicate with management about the ledger errors. Three months after my attorney sent his latest ledger analysis, management finally responded that all notices—with the exception of the September 11 notice—would be retracted.

37. To date, management still has not fixed my ledger despite our repeated attempts to work with management to address the errors.

38. Because of the ledger issues we have raised, my June 2024 recertification was never properly processed. I do not even know how much my monthly rent is. It is difficult for me to pay rent when I do not know what my rent is. I do not think I should be evicted for not paying rent when they have not told me how much to pay.

39. Management is still claiming I owe a balance, and I am afraid they will soon issue me another notice to vacate with another ledger riddled with errors. Historically, they have issued new 30-day eviction notices nearly every month.

40. I am worried because JASC staff have advised me that if I receive another eviction notice once the 2024 Final Rule is revoked, state law will apply and I will only have five days to address and resolve any issues with my ledger and pay off any balance. This is not going to be enough time for me and my attorney to obtain a copy of my ledger, sort through all the charges, identify errors, and then try to address those errors with management.

Irreparable Harm If Evicted

41. If I am evicted and lose my housing subsidy, I will have nowhere to go. I make so little money working as a caregiver that there is no way I could afford a home on the private market for myself, my three kids, and my grandchild.

42. I cannot move in with my mother because she does not have enough room for the five of us. I am a single parent, and I do not have any other family nearby that could take us all in. We would have to split up our family or become homeless together. Being separated from my kids or becoming homeless would cause all of us severe emotional distress.

43. My 16-year-old daughter has asthma, for which she has had to be hospitalized. I am afraid that if we are evicted and become homeless or unstably housed, it will be more difficult for me to keep up with my daughter's medical appointments and asthma-related care. This could have negative impacts on her health.

44. My school-aged children will also suffer academically if we have to move and they have to switch schools, or if we become homeless. It will be hard for them to keep up with their schoolwork if we are separated or have to move in with a family member or friend who really does not have space for us. This would be disruptive to their schooling and could have harmful effects on their future opportunities.

45. Eviction would also make it harder for me to keep my job because I take public transit to my job. If I had to move, or if I could not stay somewhere reliably, there would be no guarantee that I would be near a public transit option that would allow me to reliably get to work on time. So, there would be no guarantee I could keep my job.

Procedural Injury

46. I believe that before the government revokes the 2024 Final Rule, it should consider the experiences of tenants like myself who have benefitted from the rule and will be harmed by its revocation.

47. I have important information to share about how frequently tenants in Section 8 properties have inaccurate balances. Without sufficient time, they will be evicted unnecessarily for rent balances they do not actually owe.

48. I can also share the personal experience of how housing insecurity and the risk of eviction threaten harm to my family.

49. I also want to share with HUD that tenants like me who get paid biweekly and work slightly different hours each pay period sometimes need the full month to pay their full portion since their income is split between two paychecks.

50. I could not have shared this information in response to the 2023 Notice of Proposed Rulemaking because most of my ledger and recertification issues began in the summer of 2024, after the comment period had closed.

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct.

Executed in Waukegan Illinois on February 25, 2026.

Shawnese Jones

Shawnese Jones

APPENDIX
EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JANE ADDAMS SENIOR CAUCUS, NORTH CAROLINA TENANTS UNION, MARYLAND LEGAL AID, and LISA A. SADLER, *Plaintiffs*, v. UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and SCOTT TURNER, in His Official Capacity as Secretary of the United States Department of Housing and Urban Development, *Defendants*.	Civil Action No. 1:26-cv-00718

DECLARATION OF LISA A. SADLER

I, Lisa A. Sadler, hereby declare as follows:

1. I submit this declaration regarding the rescission of the 2024 Final Rule titled "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent" ("2024 Final Rule") by the United States Department of Housing and Urban Development ("HUD").

2. I am a tenant at Waverly Place, a Section 8 Project-Based Rental Assistance property in Lansing, Michigan.

3. I am a 59-year-old Black woman, and I reside with four of my children, ages 17, 18, 22, and 34.

4. My 34-year-old son is severely disabled. He is blind and suffers from cerebral palsy, a seizure disorder, and autism.

5. I am a full-time caregiver for my severely disabled adult son. I assist him with moving from room to room, bathing, prepping meals, administering his medicine, and taking care of his other personal needs. I have been his full-time caregiver since 2011 when it became clear that he could no longer attend school outside of the home because of his disabilities. As a result, I am not able to take on other work.

6. I also live with my 17-year-old daughter, 18-year-old son, and 22-year-old son. My 17-year-old daughter is a full-time high school student and works part-time at a fast-food restaurant. My 22-year-old son is a full-time college student and helps me around the house with his disabled brother. It is important to me that both of my children who are students have time to focus on their studies so they can get ahead in life, become independent, and not have to rely on government programs.

7. My 18-year-old son is currently unemployed and is applying for jobs. He had to leave his previous job at a café because he was being harassed by his supervisor. It has been hard for him to find a new job because the supervisor will not give him a good reference.

8. Because I am a full-time caregiver, my only income is my disabled son's Supplemental Security Income, and a small amount of money I get from the Michigan Department of Health and Human Services to help me take care of him. This amounts to less than $2,000 per month to support my children and me.

9. I have lived at Waverly Place for eight years, since 2016.

10. Prior to getting an apartment at Waverly Place, my family experienced homelessness. I had to move us out of our last rental house because of uninhabitable conditions. I had to separate my family and send my kids to another city to live with their father temporarily. I

stayed at a homeless shelter because I could not afford decent rental housing on the private market with my limited income.

11. Being separated from my kids was very hard. I had to travel very early in the morning to where they were staying to get them ready for school and pick up my disabled son to care for him. I got a part-time job so I could try to save up for an apartment and had to rely on others to help take care of my son while I worked. Because I was homeless, I temporarily lost my income from the state to help me care for my son. I spent many sleepless nights worrying about keeping my family together.

12. It was a long process to get subsidized housing. While I was in the homeless shelter, they signed me up to the waiting list for Lansing Housing Commission. It took about three and a half months on the waiting list for me to get a call, and I had priority because I was homeless. Then I waited for nine months after submitting my paperwork, only to find out I was not going to receive the apartment I had applied for. I had to reapply for my current apartment at Waverly Place, and it took another three months for me to get in after submitting my paperwork. In total, it took me well over a year of being homeless to get my current subsidized apartment.

Waverly Place

13. When I moved into Waverly Place in 2016, it was a public housing property owned and managed by the Lansing Housing Commission, which is Lansing, Michigan's local public housing authority.

14. Beginning in 2021, during my tenancy, Waverly Place was converted to a Section 8 Project-Based Rental Assistance property under the Rental Assistance Demonstration ("RAD") program.

15. Following the RAD conversion, Lansing Housing Commission continues to own the property through a limited partnership called Mount Vernon Park Limited Dividend Housing Association Limited Partnership ("Mount Vernon"). The Executive Director of Lansing Housing Commission is Mount Vernon's agent, and Lansing Housing Commission is a party to the RAD Use Agreement recorded against the property.

16. As part of the RAD conversion, a private company, Michigan Asset Group, L.L.C. ("MAG"), stepped in to manage Waverly Place.

17. Since MAG took over management, tenants at Waverly Place have experienced more frequent errors with their rent and income calculations.

18. For example, I have seen MAG raise rent (i) based on an improperly annualized child support lump-sum back payment; and (ii) because it improperly counted as income money received on a Cash App, Zelle, or Google Pay statement.

19. I have also seen tenants receive contradictory information about how to pay their rent, and whom to pay it to, especially in the early period after the conversion. For example, tenants would be told to pay rent to Lansing Housing Commission. They would get a money order and make it out to Lansing Housing Commission, only to be told they had to pay rent to Mount Vernon. This caused confusion and could lead to an eviction notice if the tenant did not redo the money order in time.

20. I am viewed as a community leader by other tenants at Waverly Place. I have been working to organize a tenant union at the property for several years and helped with an effort to survey tenants about their experiences. Because of this work, I have gained a lot of knowledge

about how the system works, including the rules that govern how our rent and income are calculated.

21. Tenants often come to me with problems. In this context, I have been asked to assist and accompany my neighbors to meetings with management to go over their ledgers and address errors on about three occasions.

22. Based on these experiences, I have learned that errors and improper rent and income calculations—which were exacerbated when MAG took over—take time to fix with management.

23. Part of the reason it takes longer to resolve these issues is because the office is often closed during business hours, since the manager is assigned to three different buildings and is often not on site. I would estimate it can take upwards of two weeks to get a meeting with the manager to go over a ledger. Then, after you meet with the manager, she has to go through her own review process and get approval from superiors in the company to complete any ledger adjustments. That takes at least another week. Often, all of this is happening in the middle of an annual or interim income recertification. By the time the manager meets with you and gets approval to adjust your ledger, some of your paperwork may be outdated because you have to provide income paperwork that is less than 30 days old. So, you have to go back to your employer, the Social Security Administration, or your bank to get new paperwork. Sometimes, the property will not accept the paperwork from you directly. For example, once I provided bank statements to the manager as part of my annual recertification. She came back and told me that I needed to separate the checking and savings account statements. So, I had to go to the bank again and ask them to separate the statements. When I provided those, the manager told me she

actually needed the bank to fax the statements. So, I had to go back to the bank a third time to get them to do that. This example illustrates that between trying to meet with management, waiting for management to complete its review and approval process, and updating paperwork, the process of getting a ledger problem fixed can easily take 30 days.

24. Currently, the property is required to provide 30 days' notice and the opportunity to cure an arrearage before eviction for nonpayment. Tenants are also entitled to a copy of their ledger under the same rule. The 30-day notice requirement has been instrumental in allowing tenants to address recertification issues and problems with their ledgers because, as explained previously, it takes at least 30 days to meet with management and get ledger issues resolved.

25. I am worried that if the 2024 Final Rule is revoked, Waverly Place will go back to providing only the seven days' notice required under Michigan law. I think they will do this because Lansing Housing Commission commented in opposition to the proposed 30-day notice rule in 2023.

26. In my experience, seven days is not enough time to fix the type of complicated ledger and recertification problems I have seen at the property. I have never even been able to get a meeting with management in seven days.

Risk of Eviction with Insufficient Notice

27. I have faced eviction for nonpayment on multiple occasions.

28. In 2022, I received 30 days' notice alleging I had not paid rent for a month that I had, in fact, paid. I pay with cashier's checks, so my bank has a record of my payments. I had to go to the bank to get a copy of the cashier's check. Management ultimately admitted that there was an error on my ledger. I was able to resolve the issue in the 30-day period and management

did not file an eviction. I believe I was able to resolve the issue much faster than other tenants would have been able to, because I know how the system works and am experienced with self-advocacy.

29. Then, on December 8, 2025, I received a 30-day notice for nonpayment of rent saying that I owed over $500. In response to the notice, I was able to obtain a copy of my ledger and review it.

30. I have been legally withholding rent and escrowing it under Michigan law because my home is unlivable and undergoing mold remediation. The ledger did not account for the amount of rent I had escrowed. The ledger also contains about $150 in late fees for the months I legally escrowed my rent. The ledger also contains an $80 charge for drywall damage that I had already paid out of pocket to repair. Because of these issues, I felt that my ledger was inaccurate.

31. Because I had 30 days, I was able to contact the Mid-Michigan Tenant Resource Center for assistance and was also able to consult with some other attorneys that were assisting me with related matters. They took steps to address the issues on my ledger. Because I had time to get my attorneys involved, and they had time to review my ledger and contact management about the errors they found, Waverly Place has not filed for an eviction.

32. Since the December notice, I have completed my annual recertification with Waverly Place, which I understand reinstates my lease for another year.

33. When I went to sign my recertification paperwork, I noticed that my ledger said I had a balance of a little over $700. It is clear that Waverly Place still thinks I owe a balance and has not resolved all the issues with my ledger.

34. Because my recertification was completed after my last termination notice, I believe that Waverly Place will have to issue me a new notice if they want to evict me for the balance.

35. I am worried that I will receive another eviction notice for nonpayment of rent. Once the 2024 Final Rule is revoked, I will only have seven days to address and resolve any issues with my ledger. This is not going to be enough time in my experience.

Irreparable Harm If Evicted

36. Because of my limited income, I have experienced homelessness in the past. If evicted, my family and I have nowhere to go and cannot afford rent on the private market without a rental subsidy. We will almost certainly become homeless again.

37. If evicted, it would also be much harder for me to get into future housing, including other subsidized housing managed by private owners, because I will then have an eviction record.

38. If we become homeless again, I will have to split up my family like I did last time. I do not have family in Lansing, so my kids would likely end up farther away. My 17-year-old daughter would probably have to switch schools.

39. It would be harder for me to care for my 34-year-old disabled son and keep up with his medication and medical appointments if we were separated. Because of my son's autism, changes in routine are extremely disruptive and can trigger severe stress, anxiety, and sensory overload. I am afraid that if we are evicted and my family has to split up, this will be severely harmful for him.

40. It will be harder for my 17-year-old and 22-year-old to maintain their studies if we become homeless, and that could negatively impact their academics and future opportunities.

41. Homelessness would also cause my children and me to experience severe emotional harm, anxiety, and stress.

Procedural Injury

42. I believe that before the government revokes the 2024 Final Rule, it should consider the experiences of tenants like me who have benefitted from the rule and will be harmed by its revocation.

43. I have important information to share about my and my neighbors' experiences with recertification and ledger issues at Waverly Place. Without 30 days' notice and opportunity to cure, and access to our ledgers, we would not have been able to resolve these issues and would likely have been evicted.

44. I was not able to share this information in 2023 in response to HUD's Notice of Proposed Rulemaking, because many of these relevant experiences happened in 2024, after that comment period closed, and in 2025, after the Final Rule was published.

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct.

Executed in Lansing, Michigan on February 26, 2026.

Lisa A. Sadler

Lisa A. Sadler

APPENDIX
EXHIBIT E

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JANE ADDAMS SENIOR CAUCUS, NORTH CAROLINA TENANTS UNION, MARYLAND LEGAL AID, and LISA SADLER, *Plaintiffs*, v. UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and SCOTT TURNER, in His Official Capacity as Secretary of the United States Department of Housing and Urban Development, *Defendants*.	Civil Action No. 1:26-cv-00718

DECLARATION OF NOAH MOSKOWITZ

I, Noah Moskowitz, hereby declare as follows:

1. I submit this declaration regarding the rescission of the 2024 Final Rule titled "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent" ("2024 Final Rule") by the United States Department of Housing and Urban Development ("HUD").

2. I am the Organizing Director of the Jane Addams Senior Caucus ("JASC").

3. JASC is a membership-based 501(c)(3) organization supporting the leadership of Chicago-area seniors and tenant families to transform their housing and communities. As part of its work, JASC provides support to members who are organizing building-based tenant unions for the purpose of improving building conditions and management practices.

4. JASC's purpose is to support HUD tenants in demystifying HUD, and it achieves this purpose by frequently assisting HUD tenants resolve alleged nonpayment issues to prevent eviction.

5. JASC's members are primarily tenants in buildings with Section 8 Project-Based Rental Assistance ("PBRA") contracts with HUD.

6. JASC has 250 members in three cities across Illinois.

7. Participants in the Lakeside Tower Tenant Union are members of JASC.

8. Lisa Coleman and Shawnese Jones, who are participants in the Lakeside Tower Tenant Union, are also members of JASC.

9. According to my review of data from HUD's website, 72% of HUD-subsidized households in Chicago earn $20,000 or less. My review of the website RentCafe, which we use to track rental market trends, shows that an average Chicago two-bedroom apartment is $2,445, or $29,340/year, not including utilities. That is more than most families we serve make in a year. Without their subsidized housing, these families would have nowhere to go.

10. I have been serving as JASC's Organizing Director since February 14, 2025. Before joining JASC, I worked for the Tenant Education Network ("TEN") for four years. TEN merged into JASC in February 2025. Because of this, I refer to JASC activities as inclusive of TEN activities. My job duties include educating tenants about their rights and explaining the details of HUD's regulations. I also explain to tenants how to successfully enforce those rights through effective individual and collective action.

11. In my role as JASC Organizing Director, I visit JASC members in their homes at least once a week, and I speak to JASC members by phone at least once a day to discuss problems they are dealing with in their buildings. For example, I have personally met with

Ms. Coleman and Ms. Jones at least 10 times to discuss the issues they are facing at Lakeside Tower.

12. JASC also has a contract with the non-profit organization Beyond Legal Aid, which provides one of their staff attorneys to work with our members and represent them in legal disputes. That attorney, Peter Luck, is currently representing both Ms. Coleman and Ms. Jones.

13. I have learned through my conversations with tenants and my work with our contract attorney that miscalculated rents and inaccurate ledgers are endemic to HUD PBRA buildings. PBRA tenants' rents are calculated based on their income and are not supposed to exceed 30% of their adjusted gross household income, including a utility allowance. Tenants are entitled to "annual recertifications" once a year when their income is reviewed, and they also have a right to "interim recertifications" if their income changes in the middle of the year. But property managers often fail to timely recalculate tenants' rents when their income drops, if they do at all. Annual recertifications are frequently late due to miscommunications about required documents or failure to provide requisite notice under HUD regulations, which can lead to improper termination of their housing subsidies. Utility allowances, senior deductions, and medical deductions are often not applied. Many ledgers include both the tenant's and HUD's portion of the rent and mistakenly attribute delays or errors in the HUD subsidy payment to the tenant. Finally, many tenants work overtime when they start a job, only for their hours to decrease over time. Tenants report the income loss to management, but managers do not know to ask the tenant to collect recent check stubs to verify their income loss, or tenants do not know how to access those documents. Ledger balances can quickly get out of hand. For example, I have seen tenants charged substantial late fees and/or penalties each month even though they are

paying their rent on time because their rent payments are being applied back to a disputed balance.

14. JASC and its contract attorney spend a significant amount of time documenting and contesting these improper rent balances. We spent so much time doing this that we created a formal ledger review policy and "how to" guide for our staff on or around August 2024. We most recently updated it in November 2025.

15. The ledger review policy is attached to this declaration as Exhibit A.

16. In my experience, the process of simply reviewing a ledger and identifying errors for one tenant takes a minimum of one week and can take more than two weeks. This is before we even begin to address the ledger issues with management.

17. The first step of the process outlined in the policy is to obtain a copy of the tenant's ledger. This can take as little as two days, and as much as two weeks. Often, we do not receive that ledger until an attorney or Contract Administrator compels them to release it to the tenant.

18. Steps two and three of the process involve converting the ledger to an Excel document and sorting it to categorize the different charges. These steps take about five hours.

19. Step four of the process involves reviewing the ledger for internal errors and calculating the accurate rent balance, if any. This part of the process typically takes a full eight-hour workday for one tenant. These ledgers often go back years and are riddled with inaccuracies or confusing entries. Many ledgers include entries unrelated to the tenant's rent, such as the HUD subsidies as discussed above, and must be corrected. We then analyze each entry in the ledger in the context of tenant's leases, income statements, recertification documents, income histories, and the applicable HUD regulations that govern rent calculations.

20. Steps six and seven involve scheduling a meeting with the tenant and gathering and reviewing tenant documents. It typically takes two to three days to schedule a meeting with the tenant, and up to one week to gather necessary documentation to verify rent and income calculations.

21. Finally, step eight involves drafting a letter to management about the errors, which can take up to four hours.

22. All of these steps must be completed before we even approach management to correct the issue. Once we approach management it can take anywhere from a couple of weeks to multiple months to resolve the ledger errors we have identified.

23. Sometimes at the end of our review the tenant still owes a balance, though usually less than that alleged by the property. In those cases, it is important that the tenant have the right to pay the legitimate balance owed so they can stay in their home.

24. This work is tedious and granular. Each ledger analysis takes many hours of staff time and weeks of correspondence with managers and tenants. But it yields concrete results, allowing tenants to avoid unnecessary evictions based purely on inaccurate balances.

25. In one systematic effort toward the end of 2024, I aided in removing over $25,000 in unlawful back rents from the ledgers of six Section 8 PBRA tenants in Aurora, IL. In that case, the ledger issues we identified included requested interim recertifications due to income loss that were never processed, income counted that should have been excluded under HUD rules, inexplicable charges that did not match the tenant's rent portion, and improperly charged late fees.

26. In total, it took two staff members working for five months to resolve these issues based on our process outlined herein.

27. A redacted version of the letter we wrote to the owner disputing tenant balances, and explaining in detail the various issues we identified, is attached as Exhibit B. JASC does not have consent to identify the names or addresses of the members listed in Exhibit B.

28. In another instance, over a dozen tenants in a Section 8 PBRA building in Chicago, IL received inaccurate 30-day notices in February 2025. JASC systematically reviewed and contested all of them over the course of 30 days, documenting and reporting substantial errors in every ledger to management, preventing all but three of the tenants from having to go to court to defend against their eviction notices. In this case, the ledger issues we identified included tenants being charged the HUD subsidy portion of rent, random "adjustments" improperly assessed to the tenant pursuant to interim or annual recertifications, and failure to credit rent payments to the account.

29. In total, it took four staff members 23 days working together to resolve these issues based on our process outlined herein.

30. A redacted version of the letter we wrote to the owner disputing tenant balances, and explaining in detail the various issues we identified, is attached as Exhibit C. JASC does not have consent to identify the names or addresses of the members listed in Exhibit C.

31. In my experience, many PBRA tenants are not aware of their right to a rent adjustment between annual recertifications if their income drops. This information is often buried deep in a lease agreement that the tenants signed years ago, and many property managers do not inform tenants of their right to recalculate their rent if their income drops. Most PBRA tenants I have encountered also do not know they have the right to a hardship exemption from minimum rent, and this right does not even appear in most of the lease agreements I have seen.

32. Tenant rent balances are so notoriously inaccurate in Illinois PBRA buildings that we succeeded in getting purchasers to agree to waive all back rents owed to the seller in three transactions which occurred in July 2023 (Lakeside Tower Waukegan, IL), November 2025 (Fox Shore Apartments, Aurora IL), and January 2026 (Indian Trails Apartments, Chicago, IL). In each case, the purchaser agreed to waive back rents in part because they acknowledged that they could not prove it was accurate.

33. The 30-day notice requirement and opportunity to cure mandated by the 2024 Final Rule has made it possible to resolve alleged nonpayment violations and stop unnecessary evictions. It would be impossible to resolve these issues under the applicable Illinois state law which provides only five days for the notice and cure period.

Procedural Injury

34. Before HUD revokes the 2024 Final Rule, it should consider the experiences of our members who have been helped by the 2024 Final Rule and will be harmed when it is revoked.

35. My organization's experiences working with tenants facing eviction for nonpayment from Section 8 PBRA buildings would provide valuable information and perspective for HUD to consider before they rescind the 2024 Final Rule that has so greatly benefited us. JASC would like the opportunity to share its insight into the systemic problem of inaccurate rent balances at PBRA properties, and to explain how additional time and the opportunity to cure before eviction notices are issued is crucial to resolving these issues.

36. A lot of the information we have to share, such as our experiences working to correct tenant ledgers at PBRA buildings in Chicago and Aurora, occurred in late 2024 and in

2025. Therefore, we could not have submitted this information in response to the Notice of Proposed Rulemaking issued in 2023.

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct.

Executed in Chicago, Illinois on February 26, 2026.

Noah Moskowitz

EXHIBIT A

Reviewing Ledgers: *Last updated: September 2024*

Template_Rent Ledger

- It is not necessary to use this sheet, however it may be helpful as you get started / comfortable with the process

Before starting this process, a tenant will reach out and request assistance understanding their ledger, checking the ledger for discrepancies, or confirming the accuracy of their ledger.

Step 1: Get a copy of the tenant's ledger. *Depending on management's awareness of regulations, willingness to follow them, and if we are required to take enforcement action.*

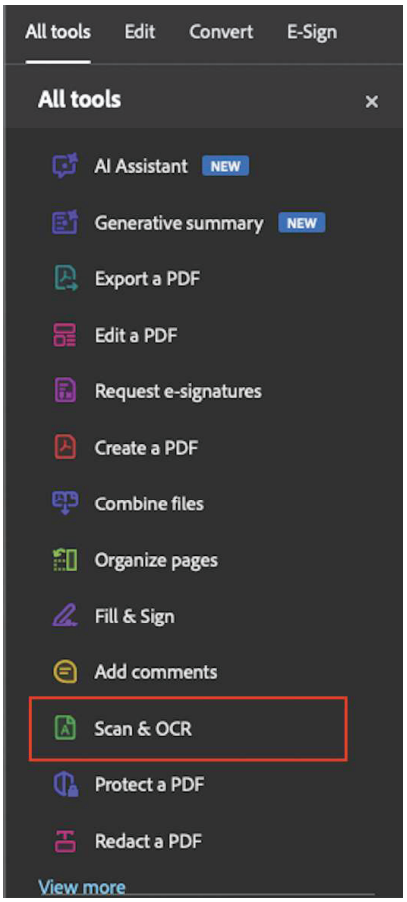
- Tenants can email their property manager and request a copy of the ledger.
    - Remind tenants to request a ledger that shows *at least* 3 months of rent
        - If they know that things started getting weird with their rent more than 3 months ago then they should request a ledger that covers the appropriate length of time
- If they don't receive it, they can contact NHC and/or HUD. Tenants have the right to their tenant file.
    - **HUD contact:**
        - (312) 353-6236 ext. 5
    - **NHC contact:**
        - (773) 304-0431
- *Only* use a physical or digital pdf copy of a ledger provided by management as the basis of your analysis.An old spreadsheet created by another staff, especially if it itself is not backed up by a management ledger, is insufficient.
- Knowing the reason behind the review will help you throughout the process. So, ask yourself, **WTF? What's The Function** of you doing this review?
    - Does the tenant think they have been overcharged by hundreds? Thousands?
    - Do they think they should get a credit?
    - Do they think they weren't accurately credited during months they paid rent?
    - Did their income change at some point of their lease and they feel like it was never accurately reflected in their ledger?

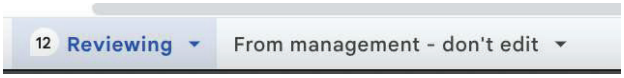
Once you have a copy of their ledger you are ready to begin the review.

- The initial review of the ledger helps us form questions that will lead to us figuring out why the ledger is inaccurate. Once we do an initial review, then we may need supporting documents from the tenant.
    - You don't need to reach out to the tenant until Step 4 of this process, and you don't need to collect supporting documentation until Step 5.

Step 2: Convert the ledger to a .xlsx file or a google sheet file. ***1 hour.***

Tip If you are converting a scanned document, make sure to first select "Scan & OCR" in Adobe Acrobat and follow steps in order to export the file to a spreadsheet

- 

- **In your google sheet file:** Make 2 tabs in the ledger. They both will be the ledgers from management, but label one as “Editing / Reviewing”
    - This way, if things get wonky during your review you will still have the clean ledger.
    - 

- **Spreadsheet tips:**
    - Use the “conditional formatting” tool in google sheet to color code the information and make the review easier
    - Add a column and label it “balance i got”
    - Make comments *(command+option+m)* in the cells
    - Add a table at the bottom that shows the total paid / total charged / total remaining

Step 3: Sort the spreadsheet by the 'Description' column, create a new column called 'Type' and categorize each ledger entry by the following categories. ***4 hours.***

- HAP Payment
- HAP Charge
- Rent Payment
- Rent Charge
- Adjustment
- Utility Reimbursement
- Utility Adjustment
- Accurate (for entries we believe to be accurate that don't fall into any of the above) or,
- Inaccurate (for entries we believe to be inaccurate that don't fall into any of the above)
- Unknown

Step 4: Create new sheets in the spreadsheet for each of the following. ***4 hours.***

- Adjustments
- HAP Payments & Charges
- Rent Payments & Charges

Step 5: Review ledger for internal errors & calculate remaining balance. You don't need to speak to the tenant yet. ***4 hours.***

Questions to ask yourself while reviewing the ledger:

1. If HUD's portion of the rent is included in the ledger:
    a. Do the amounts charged to HUD and credited to HUD equal out over the life of the ledger?
2. Do the charges and credits not having to do with the tenant portion of the rent equal out?
3. Are multiple rent amounts being charged in the same month?
    a. Sometimes ledgers will reflect multiple rents in months where recertifications are executed.
4. Are amounts being accurately applied?
    a. Are charges being applied as charges and making the balance go up?
    b. Are credits being applied as credits and making the balance go down?
    c. If utilities are included in the rent:
        i. Are utility reimbursements being accurately applied? (I.e. as a credit, not as a charge?)
5. Is the ledger start date reflective of the dates that you are looking to review?
6. Is every charge applied to the tenant properly named/coded?

Step 6: If a substantial balance remains, establish income & rent payment timeline. Just a conversation with the tenant & take notes, don't need documents yet. If there were credits or charges you didn't understand in the ledger, can ask the tenant.

1. Does the tenant believe the monthly rent charges are relatively accurate/what they should have been paying?

2. When were they working and when weren't they? Did they tell management? If so, how?

Step 7: Compile all errors. Determine which errors have the biggest impact on the balance, and get documents from tenants to prove those errors if needed (i.e. income change reports, money order receipts, etc.).

- **If you can't get documentation for a minor error,** (i.e. a one-time car parking charge, or an extra late charge) **move on.** It is important to focus on the major issues / most impactful errors rather than every issue.
- **If you can't get it for a major issue, contact Lilly/Noah.**

Documents from tenants that you might request:

- Rent Payment receipts (money order receipts, checks, online rent payment screenshots, etc).Important if the tenant thinks they were charged for months they paid.
- Bank statements or digital employment accounts
  - Important to prove income(s), or changes in income(s).
- Digital accounts for benefits (unemployment, TANF, SNAP, etc)
  - Important to prove changes in non-employment based income(s).
- Lease
  - Important to prove whether the parking fee / key replacement charge(s) aligns with what is stated in the tenant's lease.
- Emails
  - Important to prove whether the tenant informed management of changes in income.
  - Important to prove whether the tenant and management have agreed to a payment plan.

Step 8: Review findings with supervisor to determine next steps and draft letter to management.

- Everything is a case-by-case basis, but some examples of potential next steps include:Connecting with other tenants who are experiencing rent issues and finding a solution as organizers
- Connecting with legal resources.
- Connecting with social service programs that may help the tenant pay their bills

---

Calculating Rent:

Guiding Documents

- HUD Occupancy Handbook: Chapter 5: Determining Income and Calculating Rent
- National Housing Law Project: Information on how rent is calculated for Public Housing, Project-based Section 8 and Voucher Program
- Income Deductions and Exclusions

Step 1: Choose which worksheet / spreadsheet you want to use during this process

- Spreadsheet with embedded equations
  - I recommend using this sheet
- Rent Calculation Worksheet; HAP Calculation Worksheet
  - These worksheets can be helpful if you are not on the computer

Step 2: Make a copy of the document and save it in tenants folder (*Tenant'sInitials - Rent Calculation - Year*)

Step 3: Make sure all numbers on the document are updated with the correct deduction amounts

- These amounts may change; example: Disability deduction, child care deduction, etc.

Step 4: Work with tenant to complete form with correct information

Step 5: Compare TTP and HAP with what is documented on tenant's ledger

Step 6: Review findings with Noah/Lilly and determine next steps

EXHIBIT B

Gmail

Noah Moskowitz <noahmosk@gmail.com>

Complaint re: Inaccurate Rent Balances Affecting Tenants at Fox Shore Apartments (430 N River)

Noah Moskowitz <noah@tenanteducationnetwork.org> Wed, Oct 16, 2024 at 9:00 AM
To: residentconcerns@nhcinc.org
Cc: "Smith, Gerald A" <Gerald.A.Smith@hud.gov>, [redacted] Cassie Shugart <cassie@tenanteducationnetwork.org>, Tammi Brown <tammi@tenanteducationnetwork.org>, "Radhakrishnan, Seema" <Seema.Radhakrishnan1@hud.gov>

Dear National Housing Compliance,

Please see this complaint letter (also attached) on behalf of 5 tenants (cc'ed) of Fox Shore Apartments, 430 N River St, Aurora, IL 60506. Fox Shore is a HUD subsidized Project Based Section 8 building.

Each tenant's most recent rent ledger has a large, incorrect balance that they should not owe, and have been unable to rectify on their own.

Please see authorizations (also attached) from each tenant to make this complaint on their behalf to NHC and other entities.

Accessing the hyperlinks in the complaint is extremely important for documenting the errors in each ledger, so if you cannot access them please contact me at noah@tenanteducationnetwork.org or 516 639 2744.

Please also feel free to reach out to me with any questions.

Thank you.

Noah Moskowitz, (c) 516 639 2744
noah@tenaneducationnetwork.org
Co-Director, Tenant Education Network
https://tenanteducationnetwork.org/

6 attachments

- **NHC Complaint Letter Regarding Fox Shores Rent Balances (1).pdf**
  112K
- **Fox Shore Balance Reporting Authorization - [redacted].pdf**
  77K
- **Fox Shore Balance Reporting Authorization - [redacted].pdf**
  79K
- **Fox Shore Balance Reporting Authorization - [redacted].pdf**
  80K
- **Fox Shore Balance Reporting Authorization - [redacted].pdf**
  80K
- **Fox Shore Balance Reporting Authorization - [redacted].pdf**
  77K

Dear National Housing Compliance

Please see this complaint letter on behalf of 5 tenants of Fox Shore Apartments, 430 N River St, Aurora, IL 60506. Each tenant's most recent rent ledger has a large, incorrect balance they should not owe, and have been unable to rectify on their own.

This letter is divided into sections for each tenant. Each section includes a link to the tenant's ledger, a brief explanation of the error/s in the ledger, and links to supporting documents. Accessing the links is extremely important for documenting the errors in each ledger, so if you cannot access them please contact Tenant Education Network organizer at noah@tenanteducationnetwork.org or 516 639 2744. Please also feel free to reach out with any questions.

Common issues across all ledgers include:

- Large and unexplained rent charges in 2023
- Income changes and recertifications not being accurately or timely reflected in rent ledgers.
- There have been 3 property managers over the last 2 years, complicating tenants efforts to resolve these issues.

Head of Household: [redacted]
Unit Number: [redacted]
Most recent ledger provided to tenant from property management: August 22, 2024 (link).
Issues present in ledger: On July 31, 2023 [redacted] was incorrectly charged $5,785 for her rent portion. She was charged for rent the following day 8/1/2024. It should go without saying that a rent charge of $5,785 is not legitimate, nor is being charged 2 months of rent 2 days in a row. [redacted] has attempted to get a written explanation for this $5,785 rent charge without success. If it cannot be explained, she is **owed at least $4,028 in rent overpayment.**

In February 2024, [redacted] was told by management she owed over $5,000 in back rent. [redacted] did not agree, but was afraid of being evicted and so ended up paying $5,245 in the month of March. Upon getting involved with her Tenant Association in August 2024 and learning about her rights as a tenant, she attempted to resolve this issue.

Between August 21 through September 4, 2024 [redacted] and property manager Adrianna Jones exchanged emails regarding [redacted] ledger (original emails and text available at this link). In each email [redacted] requested clarification for the $5,785 rent charge she received on July 31, 2023. Ms. Jones repeatedly would not provide an explanation for this charge in writing, instead asking to discuss the issue in person.

Notably, on August 22, 2024 Ms. Jones wrote that she did not know why [redacted] was charged $5,785 for rent and she herself was confused by this and had reached out to compliance (link).

Adding to the confusion, this 8/6/2024 ledger shows different charges, credits, and balances than the 8/22/2024 ledger. However, the $5,785 rent charge on 7/31/2023 appears on both.

[redacted] is trying to move but has been told by leasing agents that her current rent ledger makes it likely that she will be denied housing. This issue has far-reaching and long-lasting impacts on [redacted] ability to secure safe and stable housing.

Head of Household: [redacted]
Unit Number: [redacted]
Most updated residential ledger provided to tenant from property management: August 12th, 2024 (link).
Issues present in ledger: [redacted] balance is currently $12,686, but it should be zero.

Her subsidy was incorrectly terminated in August 2023, a fact later recognized by management, who wrote off 4 months of market rate rent on November 8th, 2023. However, the market rate rent for December 2023 should have also been written off.

Furthermore, [redacted] lost her job on December 13th, 2024 and did her interim recertification in the office on December 14th, 2023, as this text message between her and the property manager at that time reflects. Unfortunately, she continued to be charged market rate rent until she completed her annual recertification effective 8/1/2024, when her rent went to zero.

Last but not least, her ledger shows an unexplained rent charge of $4,444 on January 3rd, 2023, and has no entries at all from February to August 2023.

[redacted] spoke with the current property manager Adrianna Jones in September of this year, who said she corrected errors on her ledger. However, when [redacted] emailed to ask for an updated copy of her ledger, on September 20th, [redacted] said she did not have one because "they are looking to everyone[s] ledger one by one so it will take time."

Head of Household: [redacted]
Unit Number: [redacted]
Most updated ledger provided to tenant from property management: August 26, 2024 (link).
Main Issue present in ledger: Management claims [redacted] owes a balance of $5,580 according to her current ledger. But her rent was inaccurately calculated for approximately 1 year, primarily due to Americorps income that incorrectly included in her income calculation. All told, approximately $5,626 in incorrect charges should be removed from her balance, leaving her with a credit of $46.

In August 2022 [redacted] lost her position at a mental health office, and reported the loss of income to management. Prior to this time she was current with rent. After this loss of income, she continued to pay a slightly lower rent consistent with her new, lower income, approximately $800/month. However, management never adjusted her rental amount in their records, causing a balance to accrue. Making matters worse, on December 1, 2022 [redacted] rent was incorrectly increased to $1,307 as a result of an annual recertification. She was never notified of this increase, and continued to pay the amount she was charged prior to the recertification. These figures can be found on her ledger at the time, here.

During that annual recertification process she was transparent about all sources of income, including an Americorps position. She notified management of this position, and that it should not count toward her income in per applicable HUD regulations (Exhibit 5-1:Income Inclusions and Exclusions(16)f).

As these email exchanges between [redacted] and management in February 2023 and April 2023 demonstrate, she consistently requested management to provide her with her updated tenant payment amount. She was not told until August 2023 and management consistently failed to correctly exclude Americorps from her income until then. As soon as management confirmed her rental amount in in August 2023, she immediately began paying that amount in rent, demonstrated by the current ledger.

[redacted] should not owe more than she paid from September 1, 2022 to September 1, 2023. We are happy to work with NHC to establish the exact amount, but she paid approximately $800/month for that year. Using that figure, her rent charges for that period equal $15,069 while her payments equal $9,600. In other words, she was overcharged by $5,469.

Head of Household: [redacted]

Unit Number: [redacted]

Most updated residential ledger provided to tenant from property management: September 6th 2024 (link).

He received a rent due notice on September 12, 2024 which alleges he owes $2579.00 in unpaid rent. In fact, he should only owe $22 total from late fees in 2023.

a. He was incorrectly charged $1224/month for April, May, and June 2024 but neither his income nor family composition changed during those months. In fact, he continued to pay rent as normal, and never received any notice that he'd I failed to recertify nor that his subsidy was terminated. Furthermore on June 11, 2024 he received a rent due notice stating that my balance was only $246. This error accounts for $2,319 of the total balance.

b. He was incorrectly charged $25 on November 26, 2023 for late fees since the ledger shows he paid rent on November 3, 2023.

c. His ledger reflects he was charged $193.00 for rent on July 31, 2023, and then again, the next day, August 1, 2023 for $451. The 7/31 $193 rent charge should be removed.

d. I was charged $468 on July 1, 2024, even though the notice stating this new rent amount is dated July 8th, 2024, after I had already paid $451 for that month. He should not owe the additional $17.

Adding all the erroneous charges equals $2,554. This amount should be removed from his balance, leaving him with a $22 balance.

Head of Household: [redacted]

Unit Number: [redacted]

Most updated residential ledger provided to tenant from property management: September 26th 2024 (link).

Issues present in ledger: [redacted] balance is $1,963, but it should only be $1,011. On July 31st, 2023 there is an unexplained rent charge for $652. But [redacted] paid $801 for rent in July 2023 as this rent receipt demonstrates. [redacted] also paid $659 on 10/4/2024, making up for a previous month of missed rent. As the ledger demonstrates, [redacted] has only missed 1 month of rent for the entire period shown in the ledger.

EXHIBIT C

March 7, 2025

VIA EMAIL
Ellis Lakeview Apartments
ATTN: Ansonia Property Management
4624 S. Ellis Avenue
Chicago, IL 60653

Re: Rent Ledger Errors and Request for 30-Day Termination Notice Extension

Dear Management:

Thank you for providing me with copies of the tenants' rent ledgers requested in my February 24, 2025 letter to management. Each file management provided contained a "Purged Resident Ledger" (hereafter "Purged Ledger") and a "Resident Ledger". It appears the Purged Ledgers contain entries for charges and payments leading up to the date that previous property manager, 5T Management, ended its tenure at the property. Conversely, it appears the Resident Ledgers contain entries for charges and payments up to present day, but excludes many such entries present on the Purged Ledgers, leading to disparate rent balances. Importantly, the Resident Ledgers appear to form the bases for the 30-day tenancy termination notices management provided each tenant on or about February 12, 2025, discussed below.

I reviewed each rent ledger in turn and identified a variety of accounting errors detailed below. Please note, I am particularly concerned with the errors I identified to the extent that tenants' Resident Ledgers formed the respective bases for the termination notices management provided to each tenant. **Please review my initial, non-exhaustive analysis below which concludes with my estimate of each tenant's current balance.**

Lastly, the termination notices will lapse on March 14, 2025. As a matter of right, the tenants timely requested copies of their full rent ledgers on February 13, 2025. Initially, management refused to provide tenants their rent ledger pursuant to third-party written authorizations. Then, I sent management a February 24, 2025 letter detailing the tenants' right to access their tenant files and full rent ledgers, and on February 27, 2025, two weeks after initial requests, management finally provided all but one of the requested ledgers via counsel.[1] In light of this, I emailed management's counsel the following day to request that management extend the termination notices until March 28, 2025 so we may review the rent ledgers and resolve tenant balance issues to preclude any unnecessary litigation. **Please confirm whether management will grant my termination notice extension request by Tuesday, March 11th at 5pm CDT.**

Thank you in advance for your assistance and please let me know if you have any questions. Please also let me know when you are available to discuss this matter further so we may resolve these rent balance issues expeditiously and avoid any unnecessary litigation.

[1] Management's counsel inadvertently provided one non-requested tenant ledger and thereafter provided the final outstanding ledger on March 3, 2025.

[redacted], Unit #[redacted]:

[redacted] February 12, 2025 termination notice alleges she owes $2,134.91 in back rent and initially this claim appears to be supported by her Resident Ledger balance. However, this balance is incorrect for several reasons:

- The Resident Ledger incorrectly states [redacted] failed to pay rent in August 2024, October 2024, and November 2024;
- [redacted] Purged Ledger reflects that 1) on November 8, 2024 she had a zero balance; and 2) she paid rent on August 6, 2024, October 22, 2024, and November 8, 2024.
- The Resident Ledger reflects that on March 1, 2025, management incorrectly charged [redacted] $981.00 for a HUD Housing Assistance Payment[2] ("HAP") which is not her responsibility to pay.

For the foregoing reasons, and after applying the November 8, 2024 zero balance from the Purged Ledger to the Resident Ledger, [redacted] **balance should only be $99 as of February 28, 2025.**

[redacted], Unit #[redacted]:

[redacted] February 12, 2025 termination notice alleges she owes $4,622.94 in back rent and initially this claim appears to be supported by her Resident Ledger balance. However, this is incorrect for several reasons:

- The Resident Ledger incorrectly states [redacted] failed to pay rent in June 2024;
- [redacted] Purged Ledger reflects that on September 6, 2024 she paid $500.00 to management for rent;
- The Resident Ledger reflects that in August 2024, management charged [redacted] $90.00 for rent, and in September 2024, management charged [redacted] $647.00.

In order to more accurately determine [redacted] current rent balance, **please provide any available documentation to demonstrate management provided [redacted] with requisite notice consistent with HUD rent increase notice requirements.**[3]

[redacted], Unit #[redacted]:

[redacted] February 12, 2025 termination notice alleges he owes $2,116.98 in back rent and initially this claim appears to be supported by his Resident Ledger balance. However, this is incorrect for several reasons:

- The Resident Ledger incorrectly reflect that [redacted] failed to pay rent in October 2024;
- The Purged Ledger reflects that 1) on November 1, 2024, [redacted] had a zero rent balance; and 2) on October 4, 2024, [redacted] paid $212.00 for rent;
- The Resident Ledger reflects HAP charges totaling $30,862.00 and HAP payments totaling only $28,086.00. HAP charges and payments are HUD's responsibility and [redacted] is not responsible for paying these charges. Accordingly, the outstanding difference of $2,776.00 is misattributed to [redacted] tenant responsibility; and

[2] 24 C.F.R. § 982.4(b).

[3] HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, REV-1, CHG-7, §§ 7-11, 7-13 (Nov. 2013).

- The Resident Ledger reflects various "adjustment" credits and debits related to annual recertifications and interim recertifications. These are artifacts of recertification in the ledger and not a legitimate charge to the tenant. The difference between them should be zero, however I identified an outstanding difference of $949.00 that is misattributed to [redacted] tenant rent responsibility.

For the foregoing reasons, [redacted] **rent balance should only be $848.00 as of February 12, 2025.**

[redacted], Unit #[redacted]:

[redacted] February 12, 2025 termination notice alleges she owes $2,694.98 in back rent and initially this claim appears to be supported by his Resident Ledger balance. However, this is incorrect for several reasons:

- The Resident Ledger incorrectly reflects that [redacted] failed to pay rent from October 2024 thru December 2024;
- [redacted] Purged Ledger reflects that on October 4, 2024 she paid $900.00 for rent;
- [redacted] also has rent receipts evidencing her rent payments in October 2024, November, 2024, and two payments in December 2024;
- The Purged Ledger reflects that on November 1, 2024 her rent balance was a credit of $639.00;
- The Resident Ledger reflects HAP charges totaling $2,171.00 and HAP payments totaling only $1,554.00. HAP charges and payments are HUD's responsibility and [redacted] is not responsible for paying these charges. Accordingly, the outstanding difference of $617.00 is misattributed to [redacted] tenant responsibility; and
- The Resident Ledger reflects various "adjustment" credits and debits related to annual recertifications and interim recertifications. These are artifacts of recertification in the ledger and not a legitimate charge to the tenant. The difference between them should be zero, however I identified an outstanding difference of $600.98 that is misattributed to [redacted] stenant rent responsibility.

For the foregoing reasons, [redacted] **rent balance should reflect a credit of $639.00 as of February 28, 2025.**

[redacted], Unit #[redacted]

[redacted] February 12, 2025 termination notice alleges she owes $2,702.98 in back rent and initially this claim appears to be supported by his Resident Ledger balance. However, this is incorrect for several reasons:

- The Resident Ledger incorrectly reflects that [redacted] 1) failed to pay rent in September 2023, October 2023, February 2024, and from May 2024 to present; and 2) failed to pay $50.00 for a gate key replacement in October 2023;
- [redacted] Purged Ledger reflects that 1) on October 4, 2023 she paid $176.00 for rent, on February 23, 2024 she paid $386.00 for rent, and in April 2024 she paid $420.00 for rent; and 2) on October 4, 2023 she paid $50.00 for a gate key replacement;
- [redacted] also has rent receipts evidencing her rent payments on September 27, 2023 November 8, 2023, in February 2024, and April 2024, as well as her $50.00 payment for a gate key replacement;

- In other words, [redacted] rent obligation from February 2024 through May 2024 was $810.00 and her rent receipts confirm she paid $806.00 over that period;

- The Purged Ledger reflects that on October 1, 2024 her management charged her $49.02 for rent. However, the Resident Leder reflects that management incorrectly charged [redacted] $130.98 for rent;
- The Purged Ledger reflects that on November 1, 2024 her rent balance was a zero balance. However, the Resident Ledger incorrectly reflects that on November 1, 2024 her rent balance was $2,100.98; and
- The Resident Ledger reflects various "adjustment" credits and debits related to annual recertifications and interim recertifications. These are artifacts of recertification in the ledger and not a legitimate charge to the tenant. The difference between them should be zero, however I identified an outstanding difference of $1,900.00 that is misattributed to [redacted] tenant rent responsibility.

For the foregoing reasons, [redacted] **rent balance should only be of $840.00 plus any applicable late fees.**

[redacted], Unit #[redacted]:

[redacted] December 20, 2024 termination notice alleges she owes $11,3696 in back rent and this claim does not appear to be supported by her Resident Ledger balance for several reasons:

- [redacted] Resident Ledger accurately reflects that her rent balance was a zero balance each month from August 2024 thru January 2025, and that when she made two rent payments on January 14, 2025, her rent balance reflected a credit of $486.00;
- The Resident Ledger reflects various "adjustment" credits and debits related to annual recertifications and interim recertifications. These are artifacts of recertification in the ledger and not a legitimate charge to the tenant. The difference between them should be zero, however I identified an outstanding difference of $13,700.00 that is misattributed to [redacted] tenant rent responsibility; and
- Because of the unreconciled adjustments and HAP charges, [redacted] rent balance jumped from a $486.00 credit on January 14, 2025, to a $1,015.00 balance by just February 11, 2025 [redacted] then made two rent payments totaling $486.00 on February 20, 2025, bringing her balance to $536.00 before she was erroneously charged $1,776.00 for HUD's HAP responsibility on March 1, 2025, improperly bringing her balance up to $2,554.00.

For the foregoing reasons, [redacted] **rent balance should reflect a $586.00 credit, minus applicable late fees.**

[redacted], Unit #[redacted]:

[redacted] Resident Ledger incorrectly reflects that he owes $3,422.05 in back rent on February 11, 2025. However, this is inaccurate for several reasons:

- [redacted] Resident Ledger incorrectly reflects that on November 1, 2024 his rent balance was $2,210.92. However, the Purged Ledger reflects that on that date [redacted] rent balance was a zero balance;
- The Resident Ledger reflects that management erroneously charge [redacted] $698.00 for rent in December 2024, and $678.00 for rent in January 2025 and February 2025. However, [redacted]

[redacted] interim recertification correctly states that his rent responsibility was only $387.00 effective December 1, 2024;

- In other words, [redacted] should only owe $1,839.00 for his rent responsibility from November 2024 thru February 2025, rather than the $3,429.00 claimed by his Resident Ledger on February 11, 2025;

- The Resident Ledger reflects HAP charges totaling $4,659.00 and HAP payments totaling only $4,233.00. HAP charges and payments are HUD's responsibility and [redacted] is not responsible for paying these charges. Accordingly, the outstanding difference of $426.00 is misattributed to [redacted] tenant responsibility; and
- The Resident Ledger reflects various "adjustment" credits and debits related to annual recertifications and interim recertifications. These are artifacts of recertification in the ledger and not a legitimate charge to the tenant. The difference between them should be zero, however I identified an outstanding difference of $551.00 that is misattributed to [redacted] tenant rent responsibility.

For the foregoing reasons, [redacted] **rent balance should only be $1,839.00 as of February 28, 2025.**

[redacted], Unit #[redacted]:

[redacted] February 12, 2025 termination notice alleges she owes $710.96 in back rent and initially this claim appears to be supported by her Resident Ledger balance. However, this is incorrect for several reasons:

- The Resident Ledger inaccurately claims that on November 1, 2024 [redacted] owed a rent balance of $713.96, while [redacted] Purger Ledger correctly reflects her balance on that date reflected a credit of $286.00;
- The only legitimate unpaid charge on the Resident Ledger is the $10.00 charge for a replacement mailbox key on March 19, 2024;
- This 2024 ledger from previous property manager, 5T Management, shows that management erroneously raised [redacted] rent from zero dollars to $51.00 in October 2024. Management should not have raised her rent because her income did not change to warrant a rent increase;
- The Resident Ledger reflects that management erroneously charge [redacted] $51.00 for rent in December 2024 and January 2025, and $141.00 in February 2025. However, [redacted] lease documents and communication from 5T Management correctly state that her tenant rent responsibility is zero dollars effective December 1, 2024;
- The Resident Ledger inaccurately reflects that [redacted] failed to pay a $25.00 charge for a front door key replacement. However, the Purged Ledger correctly reflects that on February 23, 2024 she paid $25.00 for the key replacement;
- The Resident Ledger reflects HAP charges totaling $7,850.00 and HAP payments totaling only $6,652.00. HAP charges and payments are HUD's responsibility and [redacted] is not responsible for paying these charges. Accordingly, the outstanding difference of $2,776.00 is misattributed to [redacted] tenant responsibility; and
- The Resident Ledger reflects various "adjustment" credits and debits related to annual recertifications and interim recertifications. These are artifacts of recertification in the ledger and not a legitimate charge to the tenant. The difference between them should be zero, however I identified an outstanding difference of $1,155.96 that is misattributed to [redacted] tenant rent responsibility.

For the foegoing reasons, [redacted] **rent balance should reflect a credit of $276.00 as of February 28, 2025.**

[redacted], Unit #[redacted]:

[redacted] December 20, 2024 termination notice alleges she owes $27,285.96 in back rent and initially this claim appears to be supported by her Resident Ledger balance. However, this is incorrect for several reasons:

- [redacted] Resident Ledger inaccurately reflects that she failed to pay rent in November 2022, December 2022, February 2023, March 2023, April 2023, June 2023, and July 2024;
- However, her Purged Ledger accurately reflects that during those months she paid a total of $7,254.00 for rent. Specifically:
  - November 29, 2022 she paid $500.00 in rent;
  - December 7, 2022 she paid $600.00 in rent;
  - February 20, 2023 she paid $1,206.00 in rent;
  - March 31, 2023 she paid $1,206.00 in rent;
  - April 26, 2023 she paid $1,206.00 in rent;
  - June 5, 2023 she paid $1,206.00 in rent ;
  - June 20, 2023 she paid $630.00 in rent; and
  - July 26, 2024 she paid $700.00 in rent;
- [redacted] Resident Ledger inaccurately reflects that she failed to pay rent in September 2023, October 2023, January 2024, and February 2024, totaling $5,674.00. However, [redacted] drafted this letter in February 2024 which indicates that she should not owe rent for those months;
- [redacted] Resident Ledger reflects management erroneously charged her twice for rent in February 2025, in excess of $1,630.00;
- The Resident Ledger fails to reflect that previous property manager, 5T Management, waived approximately $14,000.00 from [redacted] rent balance representing an unrealized, commensurate payment from the Chicago Emergency Rental Assistance Program that [redacted] never received through no fault of her own;
- The Resident Ledger reflects HAP charges totaling $4,659.00 and HAP payments totaling only $4,233.00. HAP charges and payments are HUD's responsibility and [redacted] is not responsible for paying these charges. Accordingly, the outstanding difference of $426.00 is misattributed to [redacted] tenant responsibility; and
- The Resident Ledger reflects various "adjustment" credits and debits related to annual recertifications and interim recertifications. These are artifacts of recertification in the ledger and not a legitimate charge to the tenant. The difference between them should be zero, however I identified an outstanding difference of $19,793.00 that is misattributed to [redacted] tenant rent responsibility.

For the foegoing reasons, [redacted] **rent balance should have a zero rent balance as of February 28, 2025.**

[redacted], Unit #[redacted]:

[redacted] February 12, 2025 termination notice alleges she owes $110.96 in back rent and initially this claim appears to be supported by his Resident Ledger balance. However, this is incorrect for several reasons:

- [redacted] Resident Ledger incorrectly claims she failed to pay rent from September 2024 thru November 2024. However, [redacted] has rent receipts that demonstrate she paid rent during those months;
- On January 7, 2025, management via email confirmed [redacted] rent balance at the end of December 2024 should reflect a credit of $49.04;
- [redacted] thereafter paid rent in January 2024 and February 2024; and
- The Resident Ledger reflects HAP charges totaling $4,402.00 and HAP payments totaling only $2,438.00. HAP charges and payments are HUD's responsibility and [redacted] is not responsible for paying these charges. Accordingly, the outstanding difference of $1,964.00 is misattributed to [redacted] tenant responsibility.

For the foregoing reasons, [redacted] **rent balance should reflect a zero balance as of February 28, 2025.**

[redacted], Unit #305:

[redacted] February 12, 2025 termination notice alleges she owes $4,432.94 in back rent and initially this claim appears to be supported by his Resident Ledger balance. However, this is incorrect for several reasons:

- The Resident Ledger reflects that she was charged a total of $5,246.00 for rent from January 2023 thru February 2025. However, the Resident Ledger inaccurate reflects that during that period she made rent payments only totaling $1,934.00, failing to capture $1,200.00 in rent payments she made in September 2024;
  - In other words, reconciling [redacted] rent charges and rent payments for this period should reflect a balance of $2,112.00;
- [redacted] was erroneously charged $930.00 for rent in August 2024 and September 2024. [redacted] told me that she had zero income in August 2024 and that in September 2024 her income consisted solely of her wages from working at a bus company (roughly $700.00/month); and
  - In other words, she should have only been charged approximately $0 for rent in August 2024 and $210.00 for rent in September 2024, rather than charged $930.00 for each month;
  - On October 17, 2024 [redacted], via counsel, provided this letter to management to address these specific change of income issues.

For the foregoing reasons, [redacted] **rent balance should only be approximately $452.00, plus applicable late fees.**

[redacted], Unit #[redacted]:

[redacted] February 12, 2025 termination notice alleges she owes $3,022.92 in back rent and initially this claim appears to be supported by his Resident Ledger balance. However, this is incorrect for several reasons:

- The Resident ledger inaccurately reflects that [redacted] failed to pay rent for July 2024. However, the Purged Ledger reflects that on July 5, 2024, [redacted] paid $1,170.00 for rent;

- [redacted] otherwise paid the full portion of her tenant rent responsibility each month; and
- The Resident Ledger reflects various "adjustment" credits and debits related to annual recertifications and interim recertifications. These are artifacts of recertification in the ledger and not a legitimate charge to the tenant. The difference between them should be zero, however I identified an outstanding difference of $2,076.00 that is misattributed to [redacted] tenant rent responsibility.

For the foregoing reasons, [redacted] **rent balance should be a zero balance as of February 28, 2025.**

Again, thank you in advance for your assistance and please let me know if you have any questions.

Sincerely,

Peter Luck

Peter Luck
Staff Attorney
Tenant Education Network | Beyond Legal Aid
Phone: (847) 565-9703 | Fax: (312) 999-0076
pluck@beyondlegalaid.org
tenanteducationnetwork.org | beyondlegalaid.org

APPENDIX
EXHIBIT F

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JANE ADDAMS SENIOR CAUCUS, NORTH CAROLINA TENANTS UNION, MARYLAND LEGAL AID, and LISA A. SADLER, *Plaintiffs*, v. UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and SCOTT TURNER, in His Official Capacity as Secretary of the United States Department of Housing and Urban Development, *Defendants*.	Civil Action No. 1:26-cv-00718

DECLARATION OF JANE DOE

I, Jane Doe,[1] hereby declare as follows:

1. I submit this declaration regarding the rescission of the 2024 Final Rule titled "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent" ("2024 Final Rule") by the United States Department of Housing and Urban Development ("HUD").

2. I am a member of the North Carolina Tenants Union ("NCTU"). I paid annual dues to be part of the union. I have been a member since August 15, 2025. I am comfortable with NCTU representing my interests in this case.

[1] Jane Doe submits this declaration under a pseudonym because, as a victim of stalking and domestic violence, she fears that publicly filing a declaration identifying her name and residence would materially increase the risk that her abuser could locate her.

3. I am a tenant at Healy Drive Towers, a public housing property in Winston-Salem, North Carolina. I have lived at Healy Drive Towers for about four years.

4. Since the summer of 2024, I have received a notice of eviction for nonpayment every month because I do not receive my Social Security income until the fourth Wednesday of each month, which is after my rent is due.

5. I am a 71-year-old White woman and reside by myself with my service dog. I am retired. Before I retired, I worked for the county government for about 20 years.

6. Because I no longer work, my sole income is retirement income from the Social Security Administration. I currently receive $1,303 per month.

7. Because of my fixed income, it would be difficult, if not impossible, for me to find a home to rent on the private market without my subsidy.

8. Prior to getting the apartment at Healy Drive Towers, I was homeless and had to stay at a homeless shelter for about 90 days. I became homeless after my husband died of cancer and I ended up in an abusive relationship. I had to sell my house and then was unable to find rental housing that I could afford.

9. The shelter referred me to the unit at Healy Drive Towers. I think I was able to skip to the top of the waiting list because I was in a shelter. My public housing unit was a godsend. I do not know where I would go without it.

Healy Drive Towers

10. Healy Drive Towers is a traditional public housing property, owned and managed by the Housing Authority of the City of Winston-Salem, now called "Aspire."

11. Currently, the property provides 30 days' notice and opportunity to cure a nonpayment violation before eviction. Tenants are also entitled to a copy of their ledger. As I describe herein, the 30 days' notice has helped me to avoid eviction and pay my rent balance.

12. I am worried that if the 2024 Final Rule is revoked, Healy Drive Towers will go back to providing only 14 days' notice of eviction. Also, tenants will have only 10 days to resolve any issues and pay any legitimately owed balance.

Risk of Eviction with Insufficient Notice

13. I face eviction for nonpayment every month because of the nature of my income.

14. My rent is due on the first of every month and is late after the fifth. I receive my Social Security check on the fourth Wednesday of the month, and it is my entire income. It used to be that I would pay my monthly rent with the prior month's check. For example, when I received my Social Security income on the fourth Wednesday of April, I would pay my rent for May. But then around the summer of 2024, my service dog became very sick, and I had to unexpectedly pay about $1,000 out of pocket to save her life. My service dog is very important to me. She used to be my husband's service dog before my husband passed away. Now she is my service dog and is trained to alert me when my heart is beating too fast and to help keep me safe. After my service dog got sick, and I had to pay all that money out-of-pocket on veterinary bills, I got behind on rent. It took me about two months to catch up on rent. Part of the reason I was able to catch up is because I received $615 in rental assistance that was crowdfunded for me by community members. I was able to stay in my home because I had time to get help and catch up after an unexpected emergency.

15. After falling behind, I was no longer able to pay my rent with the previous month's check. I had to instead pay my rent with my current month's check, which does not come until the fourth Wednesday. I have not been able to catch up on rent because I live paycheck to paycheck. Each month, when I receive $1,303 in income, I pay $428 in rent and spend about $175 on my food, about $100 on food and other necessities for my service animal; $45 for my phone bill; about $130 for my internet; about $50 on personal hygiene products; $107 on car insurance; and about $50 for gas. I also have to pay medical bills because of my recent hospitalization. After all that, I barely have anything left at the end of the month.

16. Because of my budget, I cannot possibly save enough money to pay two months' rent within a two-week period from a single Social Security check. My entire monthly income of $1,303 is fully allocated to rent and essential living expenses, leaving no surplus from which I could accumulate an additional month's rent. As a result, it is impossible for me to pay my rent portion at the beginning of the month when it is due.

17. Because of when my Social Security check arrives, for each month since I have fallen behind, I am charged a $15 late fee for paying late and I receive a 30-day notice to pay or vacate. I have received 30-day notices for approximately 18 consecutive months.

18. Sometimes the eviction notices I receive contain errors. For example, in November and December 2025, I received notices that said I had not paid the $15 late fee the prior month. But I had proof that I did pay the late fee. The manager told me the notices were printed somewhere else and not generated by her. She said she only signs them.

19. I am always able to cure the violation and pay before the 30 days expire, since my check comes at the end of the month.

20. I do not think it is fair that the property charges me a late fee because it's not my fault that the government sends my check so late in the month. I have told the property that I pay late based on when my Social Security check arrives and I also informed them when my service animal was sick. But they have not stopped charging me late fees or issuing me eviction notices.

21. I have had other issues with management that have put me at risk of eviction. I previously received about $500 more per month from the Social Security Administration. But then in January 2025, I became a victim of tax fraud. Someone stole my social security number and filed two W2s with my tax information. As a result, my benefits were reduced. I have been struggling to find assistance to resolve this issue. In the meantime, I alerted the property manager that my income had been reduced, but she did not reduce my rent accordingly. This made it harder for me to afford my rent. It took me about a week and a half to get an appointment with Social Security to obtain paperwork showing that my check had been reduced. Several months later, a new manager came in and adjusted my rent down. But she did not make the adjustment retroactively, so I was stuck paying rent that was higher than I could afford for three months.

22. I am sure that if the 2024 Final Rule is revoked, the Housing Authority of the City of Winston-Salem will go back to giving me less notice. I think this is true because, from what I have seen, they will do whatever they can to get people out of there as fast as possible.

23. When I receive another notice, I will not be able to cure within the 10 days allowed under North Carolina state law or the 14-day notice period required for public housing. I cannot cure the violation until I get my check on the fourth Wednesday of the month.

24. As a result, I will face eviction the month after the 30-day notice rule is revoked.

Irreparable Harm if Evicted

25. I cannot afford an apartment on the private market with my fixed income.

26. If evicted, I would be homeless again and would probably have to stay at a shelter. I do not have family I can stay with. It was very stressful the last time I had to stay at the shelter. I had to sleep on an inch-thick piece of foam, which aggravated by back pain. It was hard for me to get a good night's sleep. Plus, I am afraid I might not be able to keep my dog.

27. I have a physical therapist who comes to my home to work with me because I have chronic back pain. I do not know how I would continue my physical therapy if I were homeless or lost my apartment. Discontinuing my physical therapy would make it harder for me to function. I am afraid that I would be placed in an inpatient rehabilitation center and would not be able to live independently.

28. It would be very hard for me to move right now because my doctor said I need to be taking it easy and cannot drive. This is because I was recently hospitalized with a kidney infection and high blood pressure.

29. Even if I could afford to rent an apartment, having the eviction on my record would make it doubly hard to find one since most places screen for eviction history.

Procedural Injury

30. I believe that before the government revokes the 2024 Final Rule, it should consider the experiences of tenants like me who have benefitted from the rule and will be harmed by its revocation.

31. I have important information to share about how tenants whose income comes later in the month are at risk of eviction if the 2024 Final Rule is revoked. I also want to share

that sometimes it takes a month or more to get rental assistance, which is another reason that the 30 days is necessary.

32. With only 14 days' notice and 10 days to cure under state law, I would be evicted because of when my Social Security check comes. HUD should consider this before revoking the rule.

33. I could not have shared my comments in response to the 2023 Notice of Proposed Rulemaking because the experiences I describe happened at the end of 2024 and in 2025, after the current rule went into effect.

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct.

Executed in Winston Salem NC on February 26 2026.

Jane Doe

Jane Doe

APPENDIX
EXHIBIT G

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JANE ADDAMS SENIOR CAUCUS, NORTH CAROLINA TENANTS UNION, MARYLAND LEGAL AID, and LISA A. SADLER,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and SCOTT TURNER, in His Official Capacity as Secretary of the United States Department of Housing and Urban Development,

Defendants.

Civil Action No. 1:26-cv-00718

DECLARATION OF VICTORIA SCHULTZ

I, Victoria Schultz, hereby declare as follows:

1. I submit this declaration regarding the rescission of the 2024 Final Rule titled "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent" ("2024 Final Rule") by the United States Department of Housing and Urban Development ("HUD").

2. I am the Executive Director at the Legal Aid Bureau, Inc., d/b/a/ Maryland Legal Aid.

3. Established in 1911, Maryland Legal Aid is a statewide nonprofit 501(c)(3) law firm that advocates with and for Marylanders experiencing poverty to achieve equity and social justice through free civil legal services, community collaboration, and systemic change.

4. From its 11 offices around the state and through its many community-based clinics, Maryland Legal Aid helps its clients preserve and access safe and affordable housing;

maintain custody of their children and be safe from domestic violence; and increase their economic security by defending against consumer debt including foreclosures and tax sales, removing barriers to employment, and accessing critical income supports such as Medicaid, SNAP, unemployment, and other vital public benefits. Maryland Legal Aid seeks to change systems that perpetuate poverty and deny our clients' access to justice. On average, housing cases make up about 40% of the over 25,000 cases we handle annually.

5. In service of our mission, we represent low-income tenants in a variety of housing matters, the bulk of which focus on eviction prevention. As a provider of civil legal services to low-income individuals and families, many of our eviction prevention cases involve tenants who reside in HUD-subsidized housing. These cases are among our highest priorities as the consequences of losing one's subsidized tenancy often means the family will have no affordable options and are at high risk for homelessness.

6. In our work, the goal is to deliver our clients' preferred outcome, typically: staying housed; preserving their right to retain their affordable, subsidized units; keeping evictions off their records; and resolving the disputes they are having with their landlords so that they can remain housed and experience long-term stability.

7. In Maryland, low-income tenants have had a statutory right to access counsel in eviction proceedings since 2021. In response, Maryland Legal Aid and other legal service providers have established a physical presence at courthouses, where we conduct intake and offer same-day representation to ensure that tenants may access counsel on their day of trial. Overall, tenants who first contact us at courthouses account for around 44% of eviction case intakes. The remaining 56% of clients reach out to us in advance of trial by contacting us online, by telephone, or by coming into one of our offices. Importantly, tenants residing in HUD-subsidized

housing are much more likely to contact us earlier: 85% reach us through online, telephone, or walk-in intake in advance of their hearing, and only 15% first contact us at court.

8. Many tenants who contact us in advance of their hearing do so after having received notice from the landlord of intent to file an eviction case. Under Maryland law, a landlord must provide a tenant the notice of intent to file a Failure to Pay Rent ("FTPR") complaint at least 10 days prior to filing. While typically insufficient, especially for HUD-subsidized tenants, this notice period affords an important window of time for our advocates to attempt to gather the information necessary to understand a tenant's situation and explore available defenses or attempt to resolve the matter before the landlord initiates the eviction process.

The 2024 Final Rule

9. The 2024 Final Rule expanded and tripled the time Maryland law provides before a court hearing to assist HUD-subsidized tenants covered by the regulation and prepare any available defenses. Over the past year, the 2024 Final Rule has been instrumental in helping us achieve our mission of keeping tenants safely and affordably housed.

10. In 2025, Maryland Legal Aid prevented or delayed the eviction of the majority of tenants in HUD-subsidized housing who came to us for assistance with eviction cases for failure to pay rent. We achieved this result in 67.2% of those cases, up significantly from 44.7% of those cases in 2024. While it is difficult to definitively attribute this increase solely to the 2024 Final Rule, our advocates generally report that the notice has been an integral tool in our eviction prevention work for these clients. HUD-subsidized tenants are governed by federal regulations and have additional rights and defenses than tenants in private landlord-owned units. Consequently, these cases are more complex and the stakes much higher, since alternative market

rate housing is often out of reach for these tenants. Our advocates report that both the advanced time period and the substantive content provided in the notice strengthen our representation in FTPR cases for subsidized tenants.

11. Understanding the importance of the 2024 Final Rule requires some understanding of our work as a civil legal aid organization, and specifically with respect to FTPR cases.

12. When people come to us seeking assistance, we must first assess whether they are eligible for our services. Through that process, we also document the particular legal issue(s) they are facing. If eligible, the potential client's case is referred to the appropriate office, where it is assigned to an attorney or other advocate. Our case handlers then investigate the cases they are assigned to clarify the facts and determine the available resolutions of the legal issues.

13. A critical component of assistance in an FTPR case is a thorough review of the landlord's accounting, or ledger, to ensure the alleged amount due is accurate. This analysis is especially important in cases where a subsidy is involved—there are a number of program guidelines and federal regulations that dictate how the tenant's portion of the rent and responsibility for other fees must be determined. Tenants and landlords are required to engage in the income recertification process annually: the tenant provides the relevant information—including household size, household income, and total assets—and the landlord then provides notice of the tenant's portion of the rent. The remainder of the rent is covered by the federal subsidy. Tenants also have the right to seek interim income recertifications when they experience a change in income or other circumstances that impact their ability to pay their portion of the rent. There are multiple opportunities for error in these calculations. Ensuring the math is correct,

and that changes in the tenant's obligations complied with federal regulations, is vital to understanding what a tenant actually owes.

14. Consequently, our standard practice in cases involving public housing or other federally subsidized units is to request to review the ledger and the tenant's entire file. It can take time both to access the file and to review it. For this reason, the average number of hours our advocates spend handling an FTPR case for a subsidized tenant is more than 1.5 times greater than the time it takes to handle an FTPR case with no subsidy.

15. In our experience, it can be difficult and time-consuming to access all relevant information in a tenant file at a subsidized property. Caseworkers at Public Housing Authorities ("PHAs") often have high caseloads and can be difficult to contact. Because PBRA properties often experience high staff turnover, identifying the proper person and contact information takes time, and managers are not always able to respond quickly to our file requests. In several Maryland jurisdictions, the standard time for a file review is counted in weeks, not days.

16. For example, at one time, the Housing Authority of Baltimore City ("HABC") offered "walk-in Wednesdays," where they allowed tenants to come in person to see their rental specialists and to request copies of any documents needed from their files. Our advocates often relied upon that weekly opportunity to obtain the information needed for effective, informed representation. However, HABC has ended that practice. Our advocates report that it now takes weeks to a month to obtain ledgers and income certification documents, critical to investigating a case and mounting available defenses.

17. When dealing with the Housing Authority of Prince George's County ("HAPGC"), our advocates are not permitted to access physical tenant files and instead must make requests for specific documents from the electronic file. HAPGC typically takes weeks to

fulfill these requests and at times does not even respond. Once litigation begins, our advocates then rely on document subpoenas to obtain the information they need from their clients' files. Even when working with more responsive PHAs, including in Howard and Anne Arundel Counties, we typically receive file review appointments around two weeks after a request is made.

18. During the review of tenant files, we often find errors that reduce or resolve the amounts claimed by the landlord, while in other cases we receive clarity about the amount owed and help the tenant bring their account current.

19. Every step towards a resolution of these non-payment cases requires time and access to accurate information. When funds are needed to resolve a case, a tenant must apply for eviction prevention funds. That, too, takes time and our clients must have sufficient time to undergo the granting agency's intake or screening processes, provide necessary records and forms, and submit these documents, often multiple times. Similarly, awaiting responses to subpoenas and negotiation of payment plans with the landlord also requires repeating steps and prolonged time. The only way to overcome these bureaucratic barriers and provide the legal assistance needed is for our staff to expend significantly more time handling the case.

20. The 2024 Final Rule mandates that more time be given before the eviction process begins. This provides more time for the tenant to act and to prevent their eviction. The Rule also requires the landlord, through the notice, to provide the tenant with critically needed, substantive information: an itemization of amounts owed, information about how to recertify their income or to request a hardship exemption, and notification about their right to request a hearing before the filing of an eviction case. Our advocates report that each of these facets of the Rule are critical components to our work on behalf of our clients. By acting promptly in the

pre-filing window, our advocates have sufficient time to work with subsidized housing landlords to obtain access to the important information in the tenant's file. We can identify ledger errors and seek to correct them, negotiate payment plans, seek eviction prevention funds, and ideally prevent evictions. The Rule has also enabled us to efficiently identify related issues, such as recertification errors or the need for a reasonable accommodation. When we can tackle these complex issues early, we more promptly and permanently address the root cause of the nonpayment issue and may even avoid the need to go to court.

21. Like many jurisdictions, Maryland's summary eviction process moves swiftly. Once a failure to pay rent complaint is filed, most clients have only a few days' notice of their trial dates. There is no discovery process. The proceedings focus almost entirely on whether the amount claimed on the face of the complaint is owed. To challenge the rent allegation, the tenant must supply evidence which they may not have access to, such as the information in their tenant file. In this truncated procedure, our ability to gain a full understanding of a client's situation before trial is pivotal.

22. When advocates do not have time to fully review a tenant file prior to the hearing, we argue for postponements. At present, if a PHA or PBRA landlord has not complied with the 2024 Final Rule, our judiciary will typically dismiss the case. When that occurs, tenants, with our advocates' assistance, usually succeed in obtaining their ledgers and rent calculation documents from their files.

23. The 2024 Final Rule has had a demonstrably positive impact on our ability to serve our clients residing at PBRA properties and provide accurate information to the court on our clients' behalf. At one such property in Baltimore City, we received a call from a client after she received a 30-day notice, which claimed amounts owed from September 2025 to January

2026. However, part of the landlord's claim overlapped with their prior claims against our client in a case one year earlier. In the earlier case, we had been able to determine that the amount showed was not in the hundreds, as claimed by the landlord, but only $7.10. The 30-day notice provided a critical window for us to again navigate the potentially erroneous recordkeeping of this client's landlord and bring that to the court's attention.

24. At an Anne Arundel County PBRA property, Maryland Legal Aid was able to use the 30-day window to identify errors on a client's ledger and demonstrate that our client owed only $149.20, an amount for which the landlord was willing to settle through a repayment agreement. At another PBRA building in Anne Arundel County, our attorney used the notice time to negotiate with the landlord to accept partial payments and to request a reasonable accommodation that would align the client's rent due date with the date she receives her disability benefits. At a Montgomery County PBRA property, our attorney obtained a dismissal of a case filed without the required 30-day notice and was then able to access the tenant's file and clear up a discrepancy about the client's recertification paperwork.

25. The notice requirement has also significantly improved our ability to serve clients in public housing. For example, we recently secured the dismissal of around 70 FTPR cases filed by the HAPGC because the agency did not comply with the 2024 Final Rule. In following up with the impacted tenants, we discovered that HAPGC reissued notices that complied with the Rule and provided the required accounting of amounts owed. With access to this information, we then found errors in their accounting, including errors stemming from irregular recertification procedures which dated back to 2020, in violation of federal regulations. In our experience with HAPGC cases, the 30-day notice will be crucial as we sort through erroneous ledger entries, seek

correction of ledgers, and pursue resolution through dismissals, payments, or agreements to pay any remaining balances over time.

26. If the 2024 Final Rule is rescinded, it will be more difficult for us to achieve our mission of preserving housing subsidies and preventing evictions for low-income Marylanders.

27. When there is not a clear requirement for the landlord to provide an accounting of the amount owed, we are less likely to receive it in advance. Without the required 30-day prefiling notice window, our advocates will be forced to act on a more compressed timeline while navigating additional challenges in accessing tenant ledgers and files, which has cascading effects. Barriers to early access to this information impedes our ability to resolve a matter prior to the eviction filing—which necessarily means that the eviction filing will become part of the tenant's rental history, narrowing their future housing options even further. Loss of the 30-day notice also complicates our ability to understand the issues in time to resolve the case prior to trial and to prepare relevant defenses.

28. Without the clear substantive requirements of the 2024 Final Rule, courts in some Maryland jurisdictions are not always eager to grant postponements. When we present the Rule to judges, they view a postponement as necessary to effectuate a federal mandate for required time and the production of the information specified in the Notice. In the absence of the Rule, judges will be more likely to view postponements as discretionary rather than mandatory.

29. Further, in the absence of the 2024 Final Rule, our advocates would have to rely on Maryland's law providing 10 days' pre-filing notice in failure to pay rent cases. The 10-day notice period provides insufficient time to communicate with the subsidized landlord, to obtain the ledger and other tenant file documents, and to reconcile errors in those documents. We know this from deep experience in our eviction prevention work, a high-volume, high-need practice.

30. Without the structure and defined time period the 2024 Final Rule provides, staff are forced to spend more, not less time on an individual case. That directly impacts our staff's ability to handle additional cases. Obtaining a continuance for a file review often means a case will be rescheduled for the next week. That advocate may then spend the intervening time trying to negotiate a more prompt response from the landlord. Either way, the advocate will arrive to court with the continued case still on their docket, which limits their capacity to take on additional cases set for that week. If this continues for several weeks, potentially for multiple clients, over time the attorneys we are sending to court have decreased capacity to assist other renters who show up and need our services. This reduction in available advocate time is not only antithetical to our mission, but to the spirit of Maryland's Access to Counsel in Evictions law. Moreover, the continued reliance on numerous postponements frustrates judicial economy and administrability.

31. Revocation of the Rule takes away an effective intervention that Maryland Legal Aid has leveraged to resolve non-payment disputes more effectively and efficiently for tenants in HUD-subsidized housing than is possible under our state's 10-day notice law. Without the Rule, we anticipate an increase in the number of subsidized housing eviction cases filed and, ultimately, increased evictions for these tenants. This uptick will strain our resources and our ability to manage the volume of FTPR cases.

Procedural Injury

32. Maryland Legal Aid submitted a comment on January 30, 2024, in response to the 2023 Notice of Proposed Rulemaking on the 30-Day Notice Rule.

33. In that comment, we discussed the specific benefits we anticipated the rule would have, including providing time to retain counsel, preventing the need for litigation, preparing accurate defenses to litigation, and obtaining eviction prevention funds.

34. A copy of that comment is attached as Exhibit A.

35. Maryland Legal Aid now has new information to share that was not available when we submitted our comment. As discussed above, the additional notice and information requirements under the 2024 Final Rule have had a measurable impact on our ability to efficiently and thoroughly serve our clients living in subsidized properties and public housing. Specifically, at the time of our comment, we had not anticipated the significant impact the Rule would have on our ability to fully review the tenant files and to address ancillary issues that were contributing to the non-payment issue, such as recertification problems and reasonable accommodation needs. We also did not foresee that the substantive content requirements in the Rule would assist us with seeking postponements from the judiciary in these cases, as the Rule provides a clear statement of the importance of that information to addressing non-payment issues. Moreover, we now have actual data and client stories that confirm that our clients have realized the benefits we anticipated seeing from the Rule.

36. Before HUD revokes the 2024 Final Rule, it should provide a process, as the law requires, that considers the experiences of our organization and the ways in which our ability to achieve our mission of preventing eviction and preserving subsidies will be frustrated by revocation of the Rule.

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct.

Executed in Baltimore, Maryland on February 27, 2026.

Victoria Schultz

Victoria Schultz, Executive Director
Maryland Legal Aid

EXHIBIT A

MARYLAND LEGAL AID | Advancing Human Rights and Justice for All

Comment to Notice of Proposed Rule-Making: "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent,"
RIN 2501-AE09 (Docket No. FR-6387-P-01)

Submitted to Department of Housing and Urban Development
On January 30, 2023

Maryland Legal Aid ("MLA") is Maryland's largest provider of free civil legal services for low-income people in Maryland and a key implementer of Maryland's Access to Counsel in Evictions Program, created by the state pursuant to right to counsel legislation in 2021.[1] A significant part of MLA's work is devoted to representing tenants in defense against eviction proceedings initiated for alleged nonpayment of rent. Our Tenants' Right to Counsel Project expended nearly 8,000 hours (about 11 months) in 2023 to represent clients in such cases.

Many of our clients live in properties receiving project-based rental assistance ("PBRA") or in public housing. In our experience with these clients, non-compliance with the CARES Act 30-day notice[2] is widespread across the state. Few property managers, we find, understand the requirement to provide a 30-day notice in nonpayment cases, either per the CARES Act or the U.S. Department of Housing and Urban Development's ("HUD") October 7, 2021, Interim Final Rule ("Extension of Time and Required Disclosures for Notification of Nonpayment of Rent").[3]

For MLA clients, the proposed 30-day notice requirement ("Proposed Rule") will benefit housing stability and access to justice. For Maryland courts, the Proposed Rule will provide needed clarity about the condition precedent to filing FTPR eviction cases in the state. We are pleased to provide the following comments in support of the Proposed Rule.

I. Background

In Maryland, an estimated 20,000 renter households were evicted in 2023 because of alleged nonpayment of rent.[4] Those evictions resulted from a mammoth volume – estimated at over 400,000 – of serially filed "Failure to Pay Rent" (FTPR) court filings that tee off a rapid court procedure known legally as "summary ejectment" and colloquially as "rent court." A 2020 analysis of eviction filings in Baltimore City "found that approximately 84 percent of filings indicated that one month's

[1] Md. Code Ann., Real Prop. art. § 8-901 *et seq*.
[2] Coronavirus Aid, Relief, and Economic Security Act (CARES Act), 15 U.S.C. § 9058, Pub. L. 116–136, div. A, title IV, § 4024, Mar. 27, 2020.
[3] HUD, Notice PIH 2021–29 (October 7, 2021).
[4] Maryland Department of Housing and Community Development, Maryland Evictions Dashboard, https://dhcd.maryland.gov/Maps/Pages/default.aspx (Select Filing Type: Failure to Pay Rent). The dashboard shows 18,259 evictions for Failure to Pay Rent from January through November 2023 (last accessed Jan. 26, 2024).

rent was due at the time of the filing, signaling that most landlords are filings evictions as soon as tenants miss a payment."[5]

Maryland enacted the Access to Counsel in Evictions ("ACE") law in 2021, establishing that income-eligible tenants "shall have access to legal representation" in judicial or administrative proceedings initiated to evict or terminate a tenancy or housing subsidy.[6] Of the households who had full legal representation through the ACE Program in 2023, 76 percent avoided disruptive displacement.[7] ACE Program providers, including MLA, helped tenants avoid more than $4.5 million in direct costs and receive more than $415,000 awarded by judgments.[8]

The 2021 legislation also established the requirement of a 10-day notice as a condition precedent to filing an FTPR eviction case. The 10-day notice not only notifies a tenant that the landlord intends to initiate litigation based on nonpayment described within the notice, but it also provides the tenant information about rental assistance services and legal services.[9] This pre-filing notice serves a vital function in the overall rapid ejectment procedure. MLA finds that, from the date of service of the FTPR complaint and summons, to the day of trial, tenants may not have even 5 business days to prepare for court under this rapid procedure. Because service of process occurs by mail and by posting at the property, MLA often hears from clients who received their court papers late or not at all. For these reasons, the pre-filing notice undergirds the weak due process foundations of Maryland's rent court process.

Combined, the advent of the right to counsel in evictions and the 10-day notice requirement in nonpayment cases marked a historic decline in FTPR filings. Compared to 676,193 landlord-tenant cases filed in FY 2019, Maryland saw 309,959 in FY 2022 and 401,797 in FY 2023.[10] In MLA's view, the combination of available legal representation, time to engage legal representation before trial, and time to pay arrears before trial effectively deters landlords' quick resort to eviction and therefore deters litigation-driven housing instability. For renters in public housing and PBRA properties, the Proposed Rule adds another baluster to increase access to justice, to increase the likelihood of catch-up payments, and to increase housing security overall.

---

[5] Stout Risius and Ross, The Economic Impact of an Eviction Right to Counsel in Baltimore City 10 (May 8, 2020), https://cdn2.hubspot.net/hubfs/4408380/PDF/Eviction-Reports-Articles-Cities-States/baltimore-rtc-report-final-5-8-2020.pdf.

[6] Supra n.1.

[7] Access to Counsel in Evictions Task Force, *Report of the Access to Counsel in Evictions Task Force* at 11 (January 2024), https://www.marylandattorneygeneral.gov/A2C_Docs/2024_ACE_TF_Report.pdf).

[8] *Id*.

[9] Notice of Intent to File a Complaint for Summary Ejectment, Form DC-CV-115, https://www.courts.state.md.us/sites/default/files/court-forms/dccv115.pdf.

[10] *See* District Court of Maryland, About District Court, https://mdcourts.gov/district/about#stats.

II. A 30-Day notice requirement provides tenants adequate time to retain legal counsel, to prevent the need for litigation, and to prepare defenses to litigation.

In a right-to-counsel state such as Maryland, one of the key benefits of the proposed 30-day notice requirement is that tenants would have at least 30 days, before the initiation of eviction proceedings, to seek legal assistance and representation. Court proceedings that arise from the alleged failure to pay rent involve facts and legal issues beyond the simple question of whether the tenant paid rent. This holds true independent of the peculiarities of subsidized and public housing. For example, many jurisdictions in Maryland require landlords to obtain a rental license both to lease and to collect rental payments for a unit. Unfortunately, unlicensed landlords frequently leverage the court process to collect rent illegally. Knowing the licensing status of an apartment complex, let alone legal issues of standing and subject matter jurisdiction in such cases, is difficult for tenants without counsel. More commonly, Maryland tenants are sued for nonpayment of rent despite the existence of dangerous or unhealthy living conditions. In such cases, although renters are entitled under the state's Rent Escrow law to withhold rent and to seek court-ordered repairs, they rarely know – without the benefit of counsel – how to raise a rent escrow claim successfully.[11] In 2021, American Housing Survey data revealed an estimated 66,500 "severely inadequate" and "moderately inadequate" rental units in the state.[12] In that period, which preceded the implementation of the Access to Counsel in Eviction Program, tenants mounted only 1,183 rent escrow claims.[13]

For tenants in subsidized housing, Maryland's Failure to Pay Rent ("FTPR") proceedings involve an additional layer of complexity because of myriad factual and legal issues that arise even before property managers initiate their eviction cases. For instance, our subsidized housing clients usually present with erroneously high rent balances stemming from procedural problems in the income recertification process. Representation in these cases requires counsel to review tenant files, which may take weeks to obtain from property management. Our effectiveness in resolving recertification issues and upholding tenants' rights to procedural protections afforded by federal regulations hinges largely on time – specifically, how much time we have between the day a client calls us and their day in court.

The 30-day notice under the Proposed Rule would likely result in more tenants engaging MLA earlier in their dispute with management. Under the Proposed Rule, we foresee tenants having

---

[11] *See* Public Justice Center, Justice Diverted: How Renters Are Processed in the Baltimore City Rent Court, Executive Summary (December 2015) (In a study of 300 defendants, "nearly 80 percent… were living amidst serious housing defects at the time they appeared at Rent Court. Over 70 percent of that group had notified the landlord about those defects…. Even though these factors would form a legal defense for non-payment of rent, not even a third of respondents with a defense ended up contesting their cases before a judge. And even when they tried, in half of cases, judges failed to recognize or permit the renters' habitability-based defenses.").

[12] U.S. Census Bureau, American Housing Survey for the United States: 2021, Table Creator (Select area: Maryland, Select a table: Housing Quality).

[13] Supra n.9 (select FY 2021 table).

greater opportunity to find legal representation, to utilize that representation to resolve income recertification issues, reasonable accommodations, and other issues before the initiation of eviction cases, and to have better prepared defenses at any eventual trial in eviction cases.

The consequences of an eviction case may be far-reaching when a tenant risks not only loss of housing but loss of a long-term public benefit, as well. As a matter of procedural due process, both PBRA and public housing tenants deserve time enough to negotiate alternative resolutions with management that preclude the necessity of litigation, and where the parties cannot reach an alternative, time enough to prepare trial defenses. Even in the worst-case scenario, where a tenant effectively has no option but to vacate, the 30-day notice under the Proposed Rule provides tenants time to prepare logistically and mentally for imminent loss of housing and assistance.

III. A 30-Day notice requirement allows tenants adequate time to obtain rental assistance.

As demonstrated in our clients' cases throughout the COVID-19 emergency, rental assistance is a challenging, multi-stage process that tests renters' ability to push through administrative delays – from acceptance of their applications to verifications of information and finally to disbursement of funds to the landlord. Subsidized tenants must meet an additional verification step in that rental assistance programs check the status of the tenant's subsidy. The rental assistance process succeeds only when renters have time to see it through. Once eviction proceedings begin, that time becomes exceedingly difficult to find, and in our experience, hinges on landlords' consent to stays of proceedings or, more often, stays of eviction in increments of 14 or 30 days. The 30-day notice under the Proposed Rule allows more time, upstream in the process, to complete all the steps, thereby increasing the likelihood that funds will be paid before an eviction occurs.

Although the vast majority of Maryland's federal Emergency Rental Assistance funding was exhausted in 2023, local governments continue to muster critically needed funds for renters who face eviction. MLA continues to help clients utilize rental assistance in Anne Arundel County, Baltimore County, Montgomery County, and Prince George's County – all counties with large populations of renters.

IV. A 30-Day notice requirement is not unduly burdensome on Public Housing Authorities or the owners of PBRA properties.

Operators of public housing and PBRA properties have had to comply with 30-day notice requirements under the CARES Act, since 2020, and HUD Notice PIH 2021-29 since 2021. These operators have had three years to integrate the 30-day notice into their billing and collection operations. Compliance with the Proposed Rule should not involve new protocols, workflows, or undue burdens. Further, the 30-day notice period gives covered tenants greater opportunity to cure nonpayment before their landlords resort to filing nonpayment cases, thereby reducing legal costs. Maryland courts dismissed 39 percent of all FTPR cases in FY 2023, likely due to payment before

trial.[14] As discussed above, the institution of a 10-day prefiling notice in FTPR cases in October 2021 dramatically reduced filings, demonstrating that even 10 extra days to make a payment effectively eliminates the need for eviction litigation.

V. The Proposed Rule should cover additional categories of properties and require the 30-day notice to inform tenants of their right to counsel in evictions, as applicable.

MLA urges HUD to consider expanding the coverage of the Proposed Rule to the thousands of properties benefiting under the Housing Choice Voucher ("HCV") program. Additionally, we recommend that the Proposed Rule clearly articulate the applicability of the 30-day notice requirement to Rental Assistance Demonstration properties.

Finally, we ask HUD to require that the 30-day notice include information about locally applicable right to counsel laws and rental assistance programs. Although Maryland tenants have a right to counsel in a proceeding to terminate their subsidy or their tenancy, there is no mechanism yet to ensure that termination notices apprise public housing or subsidized tenants of that right. This addition to the substance of the Proposed Rule would assist in increasing tenants' knowledge of their rights, their access to legal representation, and, consequently, the likelihood of protecting their subsidies and remaining safely housed.

Zafar Shah
Assistant Director of Advocacy
Tenants' Right to Counsel Project
[redacted]

Brenda Hurford
Staff Attorney
Housing/Consumer Law Unit
[redacted]

Robert Boehlert
Staff Attorney
Housing/Consumer Law Unit
[redacted]

Annie Toborg
Staff Attorney
Equal Justice Works Housing Justice Fellow
[redacted]

[14] Supra n.9 (select FY 2023 table).

APPENDIX
EXHIBIT H

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JANE ADDAMS SENIOR CAUCUS, NORTH CAROLINA TENANTS UNION, MARYLAND LEGAL AID, and LISA A. SADLER,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and SCOTT TURNER, in His Official Capacity as Secretary of the United States Department of Housing and Urban Development,

Defendants.

Civil Action No. 1:26-cv-00718

DECLARATION OF HAILEY HUGET

I, Hailey Huget, hereby declare as follows:

1. I submit this declaration regarding the rescission of the 2024 Final Rule titled "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent" ("2024 Final Rule") by the United States Department of Housing and Urban Development ("HUD").

2. I am the Organizing Director of the North Carolina Tenants Union ("NCTU").

3. The NCTU is a statewide union of local tenant unions across the state of North Carolina. We formed in April 2024 and are a 501(c)(3) nonprofit organization.

4. The mission of NCTU is to realize housing as a human right for every North Carolinian and build a housing system that prioritizes people over profit. To transform the housing system, our members organize grassroots organizing campaigns led by directly affected tenants to stop displacement, win critical repairs, stop rent increases, democratically control their

housing, and strengthen tenants' rights. NCTU has an interest in curbing evictions because they harm our members and their families, and displacement disrupts their ability to organize for change in their buildings.

5. We have 208 members in four metropolitan areas: Winston-Salem, Asheville, Wilmington, and the Triangle (Raleigh, Durham, and Chapel Hill).

6. Many of our members are tenants living in Section 9 public housing, or Section 8 Project-Based Rental Assistance ("PBRA") buildings.

7. Jane Doe has been a dues-paying member of NCTU since August 15, 2025.

8. In my role as Organizing Director, I supervise our organizing staff, who are located across the state and work directly with members. I speak to each of my four supervisees twice a week for an hour each time. During those meetings, I hear about what is happening in the buildings where they work, and the experiences of the tenants in those buildings. I develop our statewide organizing strategy in collaboration with staff and members. I help develop new local unions outside of the places where we currently have members. I also help keep track of all of our members, their contact information, and their specific housing situations.

9. I also do direct support at buildings to establish relationships with tenant members. For example, I participate in canvasses of buildings and attend events, meetings, and actions that are put on by our building-level campaigns. Through this work, I meet and develop relationships with tenants.

10. NCTU directly supports members that are facing eviction from public housing or PBRA housing. NCTU organizing staff review the eviction notices and ledgers of members facing eviction, and provide information about the eviction process, tenants' rights, and HUD program rules. Sometimes our organizing staff accompany tenants to meetings with management

to review paperwork and negotiate a resolution. Staff and members keep updated lists of community partners that can provide legal representation and/or financial assistance to the tenant. Depending on the situation, we work with the tenant to access these resources by helping them contact them, helping them gather and understand their required paperwork, and driving them to appointments or hearings.

11. Based on information I have received from our tenant members and from NCTU organizing staff whom I supervise, our tenant members often face eviction because of rent balances that are inaccurately calculated.

12. Late fees and other fees are often assessed improperly. For example, at one public housing property where I work, the property was charging tenants for additional "junk fees" that were not in the lease agreement.

13. In addition, management often fails to process recertifications in a timely or accurate manner when tenants report losses of income. This results in the tenant not receiving their entitled rent decrease and getting behind on rent. These issues take time to untangle with management.

14. For example, during the summer of 2025, our organizers worked with one Section 9 public housing tenant member after they lost their job and received a notice of lease termination for nonpayment of rent. This tenant had proactively made attempts to have the public housing authority ("PHA") adjust their rent due to job loss, but their requests were ignored. With help from NCTU and its local member union, the tenant submitted a written request to their landlord for an informal hearing about the issue. They were ultimately able to resolve the issue and remain in their housing, but the process took several weeks. I feel confident that they would not have been able to do so with a shorter notice period.

15. My work with our tenant members and the NCTU organizing staff whom I supervise has made clear to me that the 30-day notice requirement is important in preventing evictions. It would be extremely difficult, if not impossible, for tenants to resolve their ledger and recertification errors within the 10-day notice and cure period provided under North Carolina state law—which would apply to many of our members in the absence of the current 30-day requirement. Tenants often need legal assistance to understand the applicable federal rules and use them to advocate for ledger corrections. But it can take tenants several days just to access a legal aid attorney after we refer them. Then, in NCTU organizing staff's experience, it can take another two weeks to get a meeting with management at some of these buildings. In the time it takes to understand what the problems are and begin to address them with management, management would have already filed the eviction in court if not for the 30-day notice requirement.

16. I have also learned that many tenants can cure a balance owed and avoid eviction if given extra time and resources. When tenant members receive eviction notices, they often come to our organizing staff first, who then refer them to legal aid immediately. Then we assess the details of the case. When the eviction is due to nonpayment, we will typically try to provide a local resource list of churches, nonprofits, and mutual aid organizations that offer rental assistance and try to help the individual connect with that resource. We stay in touch with the tenants while they attempt to access assistance. In our experience, it takes several weeks to access this assistance. Sometimes it takes up to a week to even get a response. The churches and organizations we work with are short-staffed and have complicated procedures that make the process of accessing rental assistance slow.

17. For example, in Asheville, a charity initially agreed to meet within a week with a public housing tenant who had received a notice of lease termination for nonpayment to discuss rental assistance. The charity later cancelled the appointment, however, because the Housing Manager in the tenant's complex failed to provide the charity with the required documents in a timely manner. When the Housing Manager finally sent the requested information to the charity, it was riddled with errors, resulting in the need for a lengthy back-and-forth between the tenant facing eviction, the PHA staff, and the charity. The entire process of obtaining rental assistance ultimately took several weeks.

18. On occasion, tenants will, outside of their roles as NCTU members, organize crowd-funded rental assistance for a neighbor. It typically takes about two weeks for them to get this set up and raise anywhere from $100 to $1500 for a tenant. For example, tenants were able to do this for Ms. Doe and helped her cure a nonpayment violation and avoid eviction.

19. Based on these experiences, I believe it is extremely difficult, and in some circumstances impossible, for a tenant to obtain rental assistance in less than two to three weeks. The 2024 Final Rule makes it possible for our members to access available financial resources to pay off legitimately owed balances. It would be very hard, if not impossible, for one of our Section 9 public housing tenant members to jump through all the hoops to get rental assistance from one of the churches or mutual aid organizations we work with, or through crowdfunding, in the 10-day notice period under state law.

20. If the 2024 Final Rule is rescinded, I believe most PHAs and PBRA landlords will go back to 14 days' notice in public housing, and 10 days' notice under state law in Section 8 Project-Based Rental Assistance housing. I think they will return to these shorter notice periods because Raleigh Housing Authority, where we have a member union and work with tenants

regularly, submitted a comment opposing the 30-day notice requirement in January 2024. Most of the PHAs and PBRA owners we interact with do what they can to get people out as quickly as possible, so they would probably give less notice if they could. PHAs and PBRA owners often complain about paperwork and so will likely pursue the path of least resistance when it comes to tenant notification if that option is available to them.

Procedural Injury

21. Before HUD revokes the 2024 Final Rule, it should consider the experiences of our members who have been helped by the Rule and will be harmed when it is revoked.

22. My organization's experiences working with tenants facing eviction for nonpayment from public housing and Section 8 PBRA buildings provide valuable information and perspectives for HUD to consider before they rescind the 2024 Final Rule that has benefitted us. NCTU would like the opportunity to be heard on this issue to share its insight into the length of time it takes to access legal aid and resolve ledger issues, as well as the length of time it takes to access rental assistance to cure a balance owed.

23. NCTU was only formed in April 2024. Therefore, I could not have submitted this information in response to the Notice of Proposed Rulemaking issued in 2023.

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct.

Executed in Winston-Salem, NC on February 27, 2026.

Hailey Huget