

The decision in *Hicks* should not dissuade advocates from pursuing freedom of association challenges to no trespass policies that prevent family members from maintaining contact—particularly in cases where the barred individuals have been active participants in the raising of their children, and whose access to the property is in some way critical to their ability to remain an active participant.

### Conclusion

Unfair public housing authority no trespass policies may be challenged on a number of grounds, including common law doctrines, contract law, federal regulatory and statutory requirements, and the Constitution. The case law on no trespass policies will continue to take shape as advocates bring challenges to invalidate or restrict unfair policies. ■

### SAVE THE DATES

#### 2004 Housing Justice Network Meeting

October 3-4

#### Housing Training October 2

The next meeting of the Housing Justice Network (HJN) is October 3 and 4 in Washington, D.C. HJN is a national association of attorneys and other advocates focusing on federal low-income housing programs. The 2004 HJN meeting will give members of the various HJN working groups—which address issues from public housing to federal relocation requirements to civil rights—an opportunity to meet in person and work on issues of concern to housing advocates and their clients.

A one-day training session will be held on October 2, immediately preceding the HJN meeting, to address recent judicial, legislative and administrative changes affecting the federal housing programs. The training and meeting are separate events, although many participants attend both.

A more detailed announcement about the 2004 HJN meeting and the training event will appear in a future issue of the *Housing Law Bulletin*. To be added to the HJN mailing list, contact Amy Siemens at NHLP, 510-251-9400 ext. 111, [asiemens@nhlp.org](mailto:asiemens@nhlp.org).

## One-Strike Eviction Decisions: Two Years After *Rucker*

Two years ago, the United States Supreme Court's decision in *Department of Housing and Urban Development v. Rucker* significantly undermined the right of public housing tenants to maintain possession of their homes.<sup>1</sup> Relying on 42 U.S.C. § 1437d(1)(6), the court in *Rucker* ruled that the tenancy of a public housing tenant could be terminated if "any member of the tenant's household, or any guest" were engaged in drug-related or certain other criminal conduct on the premises.<sup>2</sup> Tenants may also be subject to termination for conduct occurring off premises at federally assisted low-income housing.<sup>3</sup> The decision was particularly troubling in that the tenant did not need even to know about the illegal activity and could even have taken affirmative steps to prevent the activity.

A number of early post-*Rucker* decisions yielded the heartbreaking result of innocent tenants unfairly losing their homes,<sup>4</sup> but more recently courts have focused on certain factual elements in assessing *Rucker* eviction actions. With some exceptions, many courts appear to prefer not to order the eviction of tenants per the *Rucker* one-strike rule. Although *Rucker* imposes what amounts to a strict liability standard, courts appear interested in whether the tenant knew about the illegal activity. They have been particularly concerned with the nature of the illegal activity and have drawn distinctions between recreational drug use and drug businesses, which they regard as more likely to place other tenants in danger. They have employed a somewhat restrictive definition of what constitutes "criminal or drug related" activity for one-strike purposes. Courts have also been attentive to instructions from HUD to public housing authorities to use "common sense" in one-strike termination decisions.<sup>5</sup>

Recent post-*Rucker* decisions from New York, South Dakota, Massachusetts, Ohio and Missouri are discussed below.

<sup>1</sup>Department of Housing & Urban Dev. v. Rucker, 535 U.S. 125 (2002).

<sup>2</sup>For more on the *Rucker* decision, see NHLP, *U.S. Supreme Court Finds No "Innocent Tenants" in Application of One-Strike Law*, 32 HOUS. L. BULL. 95, 95-98 (April 2002).

<sup>3</sup>42 U.S.C. § 1437d(1)(6) (West, WESTLAW current through P.L. 108-270 (excluding P.L. 108-263 to 108-265) (End) approved 7-7-04)).

<sup>4</sup>See NHLP, *One-Strike Evictions: Post-Rucker Decisions*, 32 HOUS. L. BULL. 201, 201-205 (Sept. 2002).

<sup>5</sup>Letter from Mel Martinez, Secretary of HUD, to Public Housing Directors, (April 16, 2002), available at <http://www.nhlp.org>.

## New York: Courts Address Knowledge and Culpability

In two cases, the civil court in New York City was reluctant to apply the *Rucker* decision strictly and assessed various factual circumstances before ordering the eviction of tenants. *ARJS Realty Corp. v. Perez* involved a tenant whose son was alleged to have engaged in illegal drug sales. New York City police officers entered Luz Perez's apartment and found her son was "conducting the proscribed illegal business or trade of narcotics on the premises."<sup>6</sup> In defense to her eviction proceedings, Perez asserted that she did not have "knowledge" of her son's illegal activities.<sup>7</sup> Relying on the *Rucker* decision, the court ruled against Perez and determined this case called for a "strict liability" standard.<sup>8</sup>

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Presumably, once the court declared "strict liability" for these cases, nothing more would need to be said about Perez's situation. In dicta, however, the court went to great lengths to establish that Perez actually did "know" about her son's illegal activity.<sup>9</sup> The court cited New York City Real Property Law Section 231, requiring that the illegal activity was not merely an isolated incident but "customarily or habitually on the premises."<sup>10</sup> The court emphasized that, when "the search warrant was executed, Perez was ten to fifteen feet from her son's room, one of the scales for his drug dealing business was in plain view of anyone in the 400-square-foot apartment, and she knew of her son's prior arrests."<sup>11</sup> The court further stated that "there comes a time when one must look, and when one looks, he must see. Convenient indifference should not be confused with pardonable ignorance."<sup>12</sup> The court's lengthy discussion regarding "knowledge," indicates that it was basing its decision, at least in part, on Perez's culpability, as opposed

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<sup>6</sup>*ARJS Realty Corp. v. Perez*, 2003 WL 22015784 (N.Y. Civ. Ct., Aug. 14 2003).

<sup>7</sup>*Id.*

<sup>8</sup>*Id.*; 42 U.S.C.A. § 1437d (l)(6) (West 2003).

<sup>9</sup>*Perez*, 2003 WL 7891011, at \*2.

<sup>10</sup>*Id.*

<sup>11</sup>*Id.*

<sup>12</sup>*Id.*

to actually mandating "strict liability" for all tenants in similar situations.

In *NYC Housing & Development, LLC v. Arias*, the civic court refused to order eviction, in spite of illegal drug activity, due to the landlord's procedural error. New York City police officers entered Altigracia Arias's apartment pursuant to a search warrant on January 30, 2003.<sup>13</sup> The officers found a brick of cocaine and a pistol in Arias's bedroom. Detective Frank Rivera's testimony established that the premises were used for the purpose of a "drug business."<sup>14</sup> NYC Housing & Development, relying on the *Rucker* decision, brought a holdover proceeding to evict Arias.<sup>15</sup> Arias relied on the New York City Rent Stabilization Code and made an oral motion to dismiss because NYC Housing & Development did not provide the required seven-day termination notice.<sup>16</sup> The court agreed and dismissed the proceeding.

Prior to addressing the Rent Stabilization Code, the court entertained the merits of the case. While relying on *Perez* to re-affirm strict liability, the court did acknowledge different levels of severity regarding drug activity. In dicta, the court emphasized that this was a "drug business . . . rather than individual or isolated drug use in the premises."<sup>17</sup>

*Perez* and *Arias* are noteworthy in that the *Rucker* one-strike rule was not applied rigidly. In both cases, the court considered the severity of the criminal behavior as well as the tenant's connection with the illegal activity.

## South Dakota: Court Defers to PHA

In contrast to the relatively narrow approach by the New York Civic Court, the South Dakota Supreme Court's ruling in *Lakota Community Homes, Inc. v. Randall* applied *Rucker* in a more expansive fashion. Agnes Randall leased a home with Lakota Community Homes (LCH), a federally subsidized public housing cooperative in Rapid City, South Dakota. Police arrested Agnes's son, Daryl Mesteth, for public intoxication.<sup>18</sup> The officer had stopped Mesteth, who was a member of Randall's household, because he was part of a group that had recently vandalized a car. In a conversation with police officers, Randall admitted that her son had a history of alcohol abuse.<sup>19</sup> After detaining Mesteth, the police found a pipe that "smelled of burnt

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<sup>13</sup>*NYC Housing & Development, LLC v. Arias*, 772 N.Y.S.2d 789, 790 (N.Y. Civ. Ct. 2003).

<sup>14</sup>*Id.* at 791.

<sup>15</sup>*Id.*

<sup>16</sup>*Id.* at 790.

<sup>17</sup>*Id.* at 791.

<sup>18</sup>*Lakota Community Homes, Inc. v. Randall*, 675 N.W.2d 437, 439 (S.D. Sup. Ct. 2004).

<sup>19</sup>*Id.*

marijuana,” and charged him with possession of drug paraphernalia.<sup>20</sup> The ticket for possession of drug paraphernalia was dismissed and Mesteth was never convicted of vandalism or a drug-related crime.<sup>21</sup>

At trial, Randall argued that she could not be evicted because her son was not convicted of a crime. She also asserted that even if her son did possess drug paraphernalia, it was neither a repeated offense nor significantly serious enough to warrant eviction.<sup>22</sup> Randall insisted that the court apply 24 C.F.R. § 982.553(c), a Housing Choice Voucher regulation, in her case. Randall argued that possession of “drug paraphernalia” did not fit the definition of “drug-related criminal activity” per 24 C.F.R. § 982.553(c).<sup>23</sup> The court rejected Randall’s argument and applied 24 C.F.R. § 966.4(l)(5)(iii)(A), a public housing regulation, and concluded that, under § 966.4, a conviction is not necessary if the PHA determined, based on the “preponderance of the evidence,” that the criminal activity occurred.<sup>24</sup> The court reasoned that the PHA had determined that Mesteth committed a crime and affirmed the ruling of the magistrate court that evicted the tenant from federally subsidized housing.

### Massachusetts: Court Narrowly Construes “Household Member”

In *Boston Hous. Auth. v. Bruno*, a Massachusetts appellate court narrowly construed *Rucker* and refused to permit the eviction of a resident from the Old Colony housing project based on the conduct of a non-resident family member. The Boston Housing Authority (BHA) brought an action to evict Arthur Bruno because his son, Adam, was arrested for possessing drugs on the grounds of the housing development in which Bruno lived.<sup>25</sup> The city housing authority brought summary proceeding to evict tenant. The Housing Court Department, Boston Division, Suffolk County, entered judgment for tenant. The housing authority appealed and the Appeals court affirmed that the tenant could not be evicted on the grounds that Adam was not a member of Bruno’s “household.”<sup>26</sup>

Bruno asserted that Adam lived with his mother in a nearby city.<sup>27</sup> Adam’s name appeared on the lease, as well as the annual Tenant Status Review (TSR) documents.<sup>28</sup>

Bruno testified that he “didn’t think it was necessary” to erase Adam’s name and “didn’t want to take him off any-way because in case he ever did want to come home.”<sup>29</sup> On the night Adam was arrested, “Adam, in a random manner, stopped by on his way home from work and then, as far as Bruno knew, left to return to the mother’s home.”<sup>30</sup> Bruno submitted Adam’s W-2 wage form to verify that he lived with his mother.<sup>31</sup> Additionally, Adam, whom the trial court found to be a “credible witness,” testified that he did live with his mother.<sup>32</sup>

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BHA argued that Adam’s name on the lease and TSR documents should have led to, as a matter of sound social policy, an irrebuttable presumption that Adam was a member of Bruno’s household.<sup>33</sup> Additionally, the BHA argued that if Adam was not a household member, he should have been considered a “guest,” and therefore subjected Bruno to the *Rucker* one-strike rule. The court ruled against BHA’s irrebuttable presumption theory and declined to address the “guest theory” since it had not been previously asserted by the BHA.<sup>34</sup>

*Bruno* is particularly promising for its narrow construction of one-strike terms, such as “household member.” However, the court may have reached a different conclusion had the BHA not failed to raise its guest theory earlier in the litigation.

### Ohio: Courts Address Marijuana Possession

Two Ohio courts took different approaches in evaluating marijuana possession under the *Rucker* doctrine. In *Cuyahoga Metropolitan Housing Authority v. Hairston*, a Cleveland municipal court held that the housing authority waived the tenant’s breach of the lease by continuing to accept rent after becoming aware of the breach. Hairston was a tenant in a public housing unit managed by the

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<sup>20</sup>*Id.* at 440.

<sup>21</sup>*Id.* at 440, 443.

<sup>22</sup>*Id.* at 437.

<sup>23</sup>*Id.* at 442.

<sup>24</sup>*Id.*; 24 C.F.R. § 966.4(l)(5)(iii)(A).

<sup>25</sup>*Boston Hous. Auth. v. Bruno*, 790 N.E.2d 1121, 1122 (Mass. App. Ct. 2003).

<sup>26</sup>*Id.* at 1122.

<sup>27</sup>*Id.* at 1123.

<sup>28</sup>*Id.*

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<sup>29</sup>*Id.*

<sup>30</sup>*Id.* at 1125.

<sup>31</sup>*Id.*

<sup>32</sup>*Id.*

<sup>33</sup>*Id.* at 1124.

<sup>34</sup>*Id.* at 1124, 1125.

Cuyahoga Metropolitan Housing Authority (CMHA).<sup>35</sup> Police discovered marijuana in Hairston's unit.<sup>36</sup> CMHA continued to accept rent for at least seven months even though they were aware that police had discovered drugs in Hairston's unit.<sup>37</sup> Relying on *Brokamp v. Linneman* and *Quinn v. Cardinal Foods, Inc.*, the court ruled that a landlord waives the "right to terminate a tenancy due to breach of the lease if, after learning of the breach, he takes action inconsistent with the termination of the tenancy."<sup>38</sup> Citing *Rucker* and the one-strike regulations, the CMHA argued that the principles in *Brokamp* and *Quinn* were inapplicable because the tenant's behavior violated public policy.

The court would not accept the CMHA's argument that drug use on the premises must necessarily lead to eviction on public policy grounds. The court relied on a now well-known letter from the Secretary of Housing and Urban Development to public housing directors emphasizing "compassion and common sense in responding to cases involving the use of illegal drugs."<sup>39</sup> While urging PHAs to use discretion, the court also ruled that the one-strike policy "would not constitute a waiver" of the landlord's obligations under *Brokamp* and *Quinn*.<sup>40</sup> Thus, even if the tenant's behavior could be a basis for termination of tenancy under *Rucker* and one-strike regulations, a tenant may still invoke generally applicable defenses to eviction, such as those based on a landlord accepting rent after becoming aware of the tenant's breach of the lease agreement. The court affirmed that the *Rucker* decision does not act as a license for the landlord to "violate the clearly established eviction procedure" and that the CMHA's behavior was "equally contrary to public policy." Hence, they ruled that the tenant's process for eviction was unwarranted.

*Hairston* may be useful to advocates on two accounts. First, it makes good use of the HUD letters on *Rucker*. Second, it makes clear that *Rucker* and one-strike regulations do not bar assertion of common law defenses to eviction.

Another Ohio court demonstrated no compassion for a youthful indiscretion. In *Cincinnati Metropolitan Housing Authority v. Browning*, the Ohio Court of Appeals reversed

a county municipal court's ruling regarding a PHA's decision to terminate the tenant's tenancy when police found the tenant's son in possession of marijuana.<sup>41</sup> The tenant, Deborah Browning, resided in a publicly subsidized apartment in Cincinnati. Her son, Roderico, was stopped by police officers on CMHA property for violating curfew.<sup>42</sup> When police searched the 15-year-old, they found less than one-eighth of an ounce of marijuana in his pocket.<sup>43</sup> The officer cited Roderico for "acts that, if committed by an adult, would have constituted the crime of possession of drugs" and the PHA subsequently filed a complaint for forcible entry and detainer. Browning argued that she should not be evicted since her son was a juvenile and punishment should be "rehabilitative not punitive." The municipal court awarded Browning summary judgment. The appellate court chose to address the issue under contract principles and ruled the "lease in question makes no distinction between adult and juvenile offenders."<sup>44</sup> The appellate court found that the trial court's holding was erroneous since the language of the lease made no distinction between criminal activity of juveniles and that of adults. Notably, this decision stands for the proposition that juvenile offenses can be considered criminal activity under *Rucker* and one-strike rules.

### Missouri: Court Rules Criminal Behavior Must Be Contemporaneous with Tenancy

A Missouri appellate court decided that a crime must be contemporaneous with the tenancy for *Rucker* to apply. In *Wellston Housing Authority v. Murphy*, the Missouri Court of Appeals ruled that neither 42 U.S.C. § 1437d(1)(6) nor the *Rucker* decision applied to "past criminal activity."<sup>45</sup> Marilyn Murphy entered into a "subsidized federal housing lease" for the rental of an apartment in January 2002. Thereafter, Murphy asked the Wellston Housing Authority to have Morris Lockett added to her lease.<sup>46</sup> This inquiry led to the housing authority's discovery that Lockett had a criminal record for acts committed prior to 2002. Upon this discovery, Lockett was prohibited from being added to the lease and permanently forbidden from the grounds.<sup>47</sup> On July 28, 2002, Lockett visited Murphy.<sup>48</sup> The housing authority had Lockett arrested for

<sup>35</sup>*Cuyahoga Metropolitan Housing Authority v. Hairston*, 790 N.E.2d 828, 829 (Ohio Mun. Ct. 2003).

<sup>36</sup>*Id.*

<sup>37</sup>*Id.*

<sup>38</sup>*Brokamp v. Linneman*, 20 Ohio App. 199, 202 (Ohio App. 1923) (Holding that a landlord waives the right to terminate a tenancy due to a breach of the lease if, after learning of the breach, he takes action inconsistent with the termination of the tenancy); *Quinn v. Cardinal Foods, Inc.*, 20 Ohio App.3d 194 (Ohio App. 3d 1984) (Holding that the *Brokamp* principle is not applicable only to situations involving nonpayment of rent; waiver may be deemed to have occurred in cases involving the breach of a non-monetary obligation).

<sup>39</sup>Letter from Mel Martinez, Secretary of HUD, to Public Housing Directors, (April 16, 2002), available at <http://www.nhlp.org>.

<sup>40</sup>*Hairston*, 790 N.E.2d at 831.

<sup>41</sup>*Cincinnati Hous. Auth. v. Browning*, 2002 WL 63491 (Ohio Ct. App. Jan. 18, 2002).

<sup>42</sup>*Id.*

<sup>43</sup>*Id.*

<sup>44</sup>*Id.*

<sup>45</sup>*Wellston Hous. Auth. v. Murphy*, 131 S.W.3d 378, 381 (Mo. Ct. App. 2004).

<sup>46</sup>*Id.* at 379.

<sup>47</sup>*Id.*

<sup>48</sup>*Id.*

trespassing and served Murphy a notice of termination of her lease.<sup>49</sup>

While declining to comment on a housing authority's right to bar a person from entering a leased dwelling based on past criminal activity, the court ruled that the one-strike rule only applied to guests' contemporaneous—as opposed to past—behavior.<sup>50</sup> The housing authority argued that “any criminal activity of a guest” applied to one's past record, but the court concluded that “it strains construction to construe ‘any criminal activity . . . of a guest’ to include criminal conduct that occurred prior to the tenant's lease term.”<sup>51</sup> By narrowly construing the definition of the “criminal activity” sufficient to trigger application of one-strike rules, the court rejected the housing authority's bid to substantially expand its one-strike authority.

### Conclusion

Two years after the issuance of the Supreme Court's decision, it is difficult to detect clear patterns in courts' interpretation of *Rucker*. The decision and 42 U.S.C. § 1437d(1)(6) still loom over HUD-assisted tenants and the leases they must sign. Courts, however, have seemed prepared to apply a certain degree of common sense and discretion in deciding eviction cases initiated under one-strike authority. In some cases, residents have unfairly lost their homes, but, in a number of others, courts have declined to adopt the broad interpretations of one-strike urged by public housing authorities. ■

## HUD Announces FY 2003 HOPE VI Awards

On June 3, 2004, the Department of Housing and Urban Development (HUD) announced its Fiscal Year (FY) 2003 HOPE VI public housing revitalization grant awards.<sup>1</sup> These awards, together with HOPE VI demolition grant awards, were made pursuant to an October 2003 Notice of Funding Availability (NOFA).<sup>2</sup>

<sup>49</sup>*Id.*

<sup>50</sup>*Id.* at 380.

<sup>51</sup>*Id.*

<sup>1</sup>See, e.g., Press Release, HUD, HUD No. 04\_053, HUD Awards \$20 Million Hope VI Grant to Washington, DC to Transform Public Housing, Help Residents (June 6, 2004), [http://www.hud.gov/news/release.cfm?content=pr04\\_053.cfm](http://www.hud.gov/news/release.cfm?content=pr04_053.cfm) [hereinafter June 6 Press Release].

<sup>2</sup>68 Fed. Reg. 60,178 (Oct. 21, 2003). See also NHLP, *HUD Issues FY [2003] HOPE VI NOFA*, 33 HOUS. L. BULL. 441, 456 (Nov.-Dec. 2003) [hereinafter *HUD Issues FY 2003 HOPE VI NOFA*] (The title of this article erroneously referred to the FY 2004 NOFA.).

The HOPE VI program is a multi-billion dollar competitive grant program that funds the demolition or redevelopment of so-called “severely distressed” public housing sites.<sup>3</sup> The program has been criticized for the net loss of thousands of urgently needed public housing units and the involuntary displacement of thousands of families.<sup>4</sup>

### Overview of Awards

HUD has awarded FY 2003 revitalization grants to twenty-four public housing authorities (PHAs) out of a total of fifty-six that applied for funding.<sup>5</sup> As indicated in the accompanying table, most of the revitalization awards were at or near the \$20 million maximum set forth in the NOFA.<sup>6</sup>

As for previous years, HUD has published a collection of one-page fact sheets on the FY 2003 revitalization awards on its Web site.<sup>7</sup> The fact sheets include brief descriptions of the grants and some statistics on occupancy, additional funding sources, and unit profiles.<sup>8</sup> According to the national fact sheet, 6844 public housing units will be demolished at the FY 2003 revitalization grant sites, with 3297 public housing rental units planned after redevelopment, for a net loss of 3547 public housing rental units.<sup>9</sup>

<sup>3</sup>See generally 42 U.S.C.A. §1437v (West 2003). For more on the HOPE VI program, see NHLP, HUD HOUSING PROGRAMS: TENANTS' RIGHTS ch. 15.2.2 (3d ed. 2004).

<sup>4</sup>See generally NHLP, ET AL., FALSE HOPE: A CRITICAL ASSESSMENT OF THE HOPE VI PUBLIC HOUSING REDEVELOPMENT PROGRAM (2002), at <http://www.nhlp.org/html/pubhsg/FalseHOPE.pdf> [hereinafter FALSE HOPE]. According to HUD's June 6, 2004, press release, 145,300 public housing units have been demolished or slated for demolition to date. June 6 Press Release, *supra* note 1.

<sup>5</sup>HUD, *FY 2003 Hope VI Revitalization Grants*, at [http://www.hud.gov/offices/pih/programs/ph/hope6/grants/revitalization/03/2003rev\\_grantlist.cfm](http://www.hud.gov/offices/pih/programs/ph/hope6/grants/revitalization/03/2003rev_grantlist.cfm) (updated June 15, 2004) [hereinafter *FY 2003 Hope VI Revitalization Grants*]; HUD, *FY 2003 HOPE VI Revitalization Applications*, at [http://www.hud.gov/offices/pih/programs/ph/hope6/grants/fy03/fy2003rev\\_applicants.pdf](http://www.hud.gov/offices/pih/programs/ph/hope6/grants/fy03/fy2003rev_applicants.pdf) (undated).

<sup>6</sup>68 Fed. Reg. at 60,178.

<sup>7</sup>*FY 2003 Hope VI Revitalization Grants*, *supra* note 5.

<sup>8</sup>As with FY 2002 fact sheet, many of the FY 2003 fact sheets state that PHAs will “enforce strict lease agreements” at redeveloped sites. See, e.g., HUD, *Benton Harbor, MI: FY 2003 HOPE VI Revitalization Grant Awards*, at <http://www.hud.gov/offices/pih/programs/ph/hope6/grants/revitalization/03/bentonharbor.pdf> (undated); HUD, *Allegheny County, Pennsylvania: FY 2002 HOPE VI Revitalization Grant Awards*, at [http://www.hud.gov/offices/pih/programs/ph/hope6/grants/revitalization/02/2002rg\\_fact\\_alleggheny.pdf](http://www.hud.gov/offices/pih/programs/ph/hope6/grants/revitalization/02/2002rg_fact_alleggheny.pdf) (undated).

<sup>9</sup>HUD, *National Fact Sheet: FY 2003 HOPE VI Revitalization Grant Awards*, at <http://www.hud.gov/offices/pih/programs/ph/hope6/grants/revitalization/03/nationalfactsheet.pdf> (undated) (hereinafter *FY 2003 National Fact Sheet*). The fact sheet also lists the planned development of 5430 additional rental and homeownership units. However, none of those can be expected to have the same level of guaranteed affordability as public housing units. In addition, HOPE VI redevelopment plans often change significantly during implementation. See FALSE HOPE, *supra* note 4, at 19.