

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ABEL CAMPOS, XIOMARA RODRIGUEZ, PEARL PIO,  
LORETTA YANDOLINO, IDA SAPIR, MARIELA LOPEZ,  
NETSHA KEFLOM, RAMONA CABREJA,  
YEVGENIYA TIMKOVSKY, ELSIE CLEMENTE  
AND MICHELLE DAVIS, SHARONA WRISDON,  
CHARMAINE JOHNSON, TAISHA MAYRANT,  
JERMAINE WALKER, CARMEN TAPIA, GENEVA BROWN,  
MARIGOLD CLAYTON, AUGUSTINA CASTILLO  
and ALTAGRACIA ALMONTE,

Plaintiffs,

CV-11-4703  
Vitaliano, J., Mann, M.J.

-against-

AMENDED  
COMPLAINT

NEW YORK CITY HOUSING AUTHORITY  
and JOHN RHEA, in his capacity as  
Chairperson of the New York City Housing Authority,

Defendants.

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**PRELIMINARY STATEMENT**

1. Plaintiffs, individuals and families who are participants in the Section 8 Housing Choice Voucher Program ("Section 8") administered by the New York City Housing Authority ("NYCHA") for low-income tenants, bring this civil action for injunctive and declaratory relief to challenge Defendant NYCHA's practice of permitting widespread and known agency error to lead to the wrongful termination of program participants' subsidies. In addition, Plaintiffs also challenge NYCHA's failure to provide notice of termination of their subsidy and an opportunity to challenge the termination. In countless instances, NYCHA has

either failed to send the recertification package that participants must complete as part of their annual review or failed to track receipt of recertification packages returned to it by participants. Despite NYCHA's failures, participants are regularly terminated from the program for failure to complete their annual recertification. Due to NYCHA's unlawful policies and practices, numerous low-income families throughout New York City that rely on the Section 8 subsidy to help pay their monthly rent are subject to eviction in nonpayment proceedings because their landlords consider them responsible for paying the entire rent after their subsidies are terminated. Participants who are terminated are not informed of the termination or of their right to challenge the termination in an administrative hearing. When hearings are requested, they are not scheduled. Consequently, participants have no way of challenging these terminations.

2. Upon information and belief, sometime in 2010, NYCHA made two administrative changes that have caused major hardship to the participants that are served by Section 8. First, NYCHA's system of assigning each tenant a housing assistant who was responsible for recertification, inspections, interim recertification and restoration to the program was replaced with a centralized phone system where tenants call a central number and speak with someone who has no knowledge of their case. Program participants are made to speak to a different NYCHA representative each time they call even if they are making follow up calls in connection with the same issue they originally contacted NYCHA about. In most cases, the NYCHA representatives they encounter are unable to resolve their problem.
3. Second, upon information and belief, in 2010, NYCHA began a process of computerizing its Section 8 files and other functions. Apparently, many files and important documents were

lost, misplaced or not properly scanned during this process. A large number of recertification packages have not been scanned and, as a consequence, NYCHA's computerized system marks the participant as delinquent in returning the recertification package. Many tenants have not received their recertification papers at all. Unfortunately, the computer is programmed to issue termination notices and terminate tenants even where they were never issued a package or where tenants have submitted packages but the packages have not yet been scanned and entered into the computer system. When tenants request hearings, the hearings are not scheduled and the benefits are not paid while the tenant awaits a hearing. At that point, they become subject to eviction from their homes.

#### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 for civil actions arising under the laws of the United States.
5. Declaratory and injunctive relief are authorized by 28 U.S.C. § 2201(a) and Rules 57 and 65 of the Federal Rules of Civil Procedure.
6. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b) because several Plaintiffs reside there and a substantial part of the events or omissions giving rise to the claims occurred in Kings County, New York.

## **PARTIES**

### **Plaintiffs**

7. Plaintiffs are participants in the Section 8 Housing Choice Voucher Program.
8. Plaintiff Abel Campos resides at 1396 Briston St., Apartment 1, Bronx, New York and has been a participant in the Section 8 Housing Choice Voucher Program since 2007.
9. Plaintiff Xiomara Rodriguez resides at 778 Driggs Avenue, Apartment 2D, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program since 2007.
10. Plaintiff Pearl Pio resides at 2011 Newkirk Avenue, Apartment B2, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program since 2004.
11. Plaintiff Loretta Yandolino resides at 2922 Nostrand Ave., Apartment 1J, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program since 2002.
12. Plaintiff Ida Sapir resides at 8645 20<sup>th</sup> Avenue, Apartment 1H, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program since approximately 2002.
13. Plaintiff Mariela Lopez resides at 2413 Clarendon Road, Apartment 3B, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program since 2005.
14. Plaintiff Netsha Keflom resides at 225 West 232nd Street, Apartment 5N, Bronx, New York and has been a participant in the Section 8 Housing Choice Voucher Program since January 2010.

15. Plaintiff Ramona Cabreja resides at 287 East 18<sup>th</sup> Street, Apartment 3B, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program since 1991.
16. Plaintiff Yevgeniya Timkovsky resides at 56 Bennett Avenue, Apartment 5J, New York, New York and has been a participant in the Section 8 Housing Choice Voucher Program since 2008.
17. Plaintiff Elsie Clemente resides at 2845 West 37<sup>th</sup> Street, Second Floor, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program for approximately 10 years.
18. Plaintiff Michelle Davis resides at 1417 New York Avenue, Apartment 5G, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program for one year.
19. Plaintiff Sharona Wrisdon resides at 317 Albany Avenue, Apt. 3, Brooklyn, NY and has been a participant in the Section 8 Housing Choice Voucher Program since 2007.
20. Plaintiff Charmaine Johnson resides at 107-10 Guy Brewer Blvd, Apt. 9C, Jamaica NY and has been a participant in the Section 8 Housing Choice Voucher Program since 1998.
21. Plaintiff Tiasha Mayrant resides at 6226 Elizabeth Road, 2nd Floor, Arverne, NY and has been a participant in the Section 8 Housing Choice Voucher Program since 2003.
22. Plaintiff Jermaine Walker resides at 918 Dumont Avenue, Apartment 2F, Brooklyn, New York and has been a participant in the Section 8 Housing Choice Voucher Program since 2006.

23. Plaintiff Carmen Tapia resides at 1393 Bronx River Avenue, Apartment 2R, Bronx, New York and has been a participant in the Section 8 Housing Choice Voucher Program for approximately three years.
24. Plaintiff Genea Brown resides at 551 Beach 67th Street, Apartment 1, Far Rockaway, Queens, New York and has been a participant in the Section 8 Housing Choice Voucher Program for approximately eight years.
25. Plaintiff Marigold Clayton resides at 3015 Roberts Ave., Apt. 4E, Bronx, NY and has been a participant in the Section 8 Housing Choice Voucher Program for 20 years.
26. Plaintiff Augustina Castillo resides at 2505 University Ave, Apt. 8F, Bronx, NY and has been a participant in the Section 8 Housing Choice Voucher Program for over 21 years.
27. Plaintiff Altagracia Almonte resides at 1566 Malcolm Road, Apartment 2L, Bronx New York and has been a participant in the Section 8 Housing Choice Voucher Program since 2001.

### **Defendants**

28. Defendant New York City Housing Authority (“NYCHA”) is the local Public Housing (“PHA”) Authority charged with the administration of the Section 8 program through which Plaintiffs’ housing vouchers were issued. New York Public Housing Law § 30 authorized the establishment of local PHAs. NYCHA was created pursuant to Public Housing Law § 401 of the State of New York. Its principal place of business is 250 Broadway, New York, New York 10007.

29. Defendant John Rhea is the Chairperson of NYCHA and as such is responsible for the administration of all of United States Department of Housing and Urban Development's ("HUD") programs. He is being sued in his official capacity.

### **STATUTORY AND REGULATORY SCHEME**

#### **A. Supremacy Clause.**

30. Article VI, Section 2 of the United States Constitution established Federal law as the supreme law of the land, rendering null and void any policies and practices that are in conflict with the United States Housing Act and its implementing regulations or stand as an obstacle to the accomplishment and execution of its full purposes and objectives.

#### **B. Due Process.**

31. Under the Fourteenth Amendment to the United States Constitution, no state or public agency may deprive any person of life, liberty, or property without due process of law nor shall any person be denied equal protection of the law. U.S.C.A. Const. Amend. 14.

#### **C. The Section 8 Voucher Program.**

32. The Housing Act of 1937, 42 U.S.C. § 1437 et seq., authorized a program commonly known as the Section 8 Voucher Program, "[f]or the purpose of aiding low-income families in obtaining a decent place to live." 42 U.S.C. § 1437f(a).
33. The Section 8 Leased Housing Program provides federally funded rent subsidies to enable low income tenants to rent privately owned units, by paying what is generally the

difference between the tenant's rent and 30% of the tenant's household income. See 42 U.S.C. §1437a(a)(1); 24 C.F.R. §982.505.

34. Pursuant to the Section 8 Voucher Program, the U.S. Department of Housing and Urban Development ("HUD") is authorized to enter into annual contracts with a local public housing agency ("PHA") -in this case NYCHA- in order to administer the Section 8 Housing Choice Voucher program. See 42 U.S.C. § 1437f(b)(1). A PHA that elects to participate in the Section 8 Voucher Program is bound by HUD regulations and program directives. See 24 C.F.R. § 982.52(a).
35. NYCHA issues vouchers to eligible applicants. Only "lower income" or "very low income" families are eligible for assistance. See 42 U.S.C. § 1437f(b)(1). NYCHA administers the nation's single largest Section 8 program, with approximately 99,226 active housing choice vouchers. See OMB No. 2577-0226.
36. After finding an apartment, the voucher recipient executes a lease with his or her landlord, and his or her landlord executes a separate Housing Assistance Payment Contract ("HAP Contract") with the PHA. See 24 C.F.R. § 982.305. Generally, the voucher recipient is responsible for paying 30% of his or her household income towards the monthly rent, and the landlord agrees to accept a subsidy from the PHA for the balance of the rent. See 42 U.S.C. § 1437f(o)(2)(A).
37. A PHA is required to make timely payment of any amounts due to a dwelling unit owner. See 42 USC §1437f(o)(10)(D).
38. Pursuant to 42 USC §1437f(o)(5)(B) and 24 C.F.R. § 982.516(a)(1), a PHA must review assisted families' income on an annual basis to determine the amount of the subsidy. A



participant must supply information to the PHA necessary to verify their income and family composition each year to establish their eligibility to receive Section 8 assistance and to calculate their share of the rent. See 24 C.F.R. § 982.551(b)(2).

39. A PHA may terminate Section 8 assistance to a participant only upon the grounds set forth in 24 C.F.R. § 982.552. Each enumerated ground relates to families' improper conduct or noncompliance with program rules. Included among these grounds are violations of any of the program obligations specified in 24 C.F.R. § 982.551, such as a family's obligation to supply information for its annual income recertification.
40. Under the regulations, "termination of assistance" includes terminating housing assistance payments under an outstanding HAP contract. See 24 C.F.R. § 982.552(a)(3).
41. A PHA must establish and implement an administrative grievance procedure that advises participants subject to termination of the grounds for the proposed action. See 42 U.S.C. § 1437d(k)(1). Under this system, when a PHA terminates a participant's assistance in accordance with 24 C.F.R. § 982.552, it must promptly notify the participant of its right to request a hearing via notice that specifies the reason for the decision and the deadline for requesting a hearing. See 24 C.F.R. § 982.555(c)(2). The participant must be afforded an informal hearing to consider whether the decision complies with the law, HUD regulations and the PHA's policies before the PHA implements its decision. See 42 U.S.C. § 1437d(k)(2) and 24 C.F.R. § 982.555(a)(5). The PHA must conduct the informal hearing expeditiously. See 24 C.F.R. § 982.555(d).

## I. NYCHA Section 8 Housing Choice Voucher Program Administrative Plan

42. The federal statute requires each local public housing authority to file an annual plan as well as a five year plan setting forth its major initiatives, budget and objectives, and to follow it. See 42 U.S.C. § 1437c(d)(6) and (l)(1). In accordance with its statutory mandate, NYCHA has promulgated a 5 Year Plan for Fiscal Years 2005-2009 and an Annual Plan for Fiscal Year 2010. The Plans note that NYCHA administers the nation's single largest Section 8 program, with approximately 99,226 active housing choice vouchers. See OMB No. 2577-0226. The annual plan must be submitted to the secretary. See 42 U.S.C. § 1437c-1(b)(1). The annual plan must contain a statement of the rules governing the management of the PHA's programs. See 42 U.S.C. 42 U.S.C. § 1437c-1(d)(5).
43. A PHA must adopt a written administrative plan that establishes local policies for administration of the program in accordance with HUD requirements. See 24 C.F.R. § 982.54(a). NYCHA's Section 8 Housing Choice Voucher Program Administrative Plan ("Administrative Plan") is a supporting document to NYCHA's Annual Plan that must comport with HUD regulations. See 24 C.F.R. § 982.54(b). NYCHA must adhere to the administrative plan. See 24 C.F.R. § 982.54(c).
44. The administrative plan must state the PHA's procedures for conducting informal hearings for participants. See 24 C.F.R. §982.555(e)(1). Addendum 8 to NYCHA's Administrative Plan sets forth NYCHA's procedures for termination of a Section 8 participant. Accordingly, it requires a preliminary determination to terminate (a T-1 notice)<sup>1</sup> followed by a warning letter setting forth the basis of the proposed action with a second

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<sup>1</sup> This notice is sent to participants after a preliminary determination is made that the subsidy will be terminated unless certain conditions are met. It must provide the specific grounds for termination and advise the participant that he or she may request a hearing.

notice (a T-3 Notice)<sup>2</sup> after a reasonable time has passed without compliance that advises the participant of the right to request a hearing. The Plan further provides that NYCHA shall continue Housing Assistance Payments during the pendency of the hearing.

## II. NYCHA Leased Housing Directives

45. NYCHA Leased Housing Directive (“LHD”) #98-19 requires that all notices to program participants be delivered through “accountable” mail that gives sufficient proof of mailing by the U.S. Postal Service.
46. NYCHA LHD#01-10 provides that, in addition to “accountable” mail as described in LHD #98-19, NYCHA shall also send any T-1 or T-3 notices to the client through regular mail.

## III. HUD Housing Choice Voucher Program Guidebook

47. HUD publishes the Housing Choice Voucher Program Guidebook to advise PHAs and other organizations providing services to PHAs, regarding the administration of the tenant-based subsidy programs.<sup>3</sup>
48. The Guidebook, Chapter 15, requires the PHA to give the family the opportunity to request a hearing prior to terminating assistance. Similarly, Chapter 16 requires the PHA to

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<sup>2</sup> This notice is sent to the participant if the participant does not respond to the T1 notice. It informs the participant that the rent subsidy will be terminated, advises him or her of the grounds for the termination and the right to request a hearing.

<sup>3</sup> While the guidebook is publicized at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/hcv/forms/guidebook](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/forms/guidebook) it is prepared by Quadel Consulting Corporation, a HUD contractor, and notes that the guidebooks reflects the views of the contractor and do not necessarily reflect the views or policy of the Department of Housing and Urban Development and the U.S. Government.

send a notice which explains the reason for the decision and provides the family an opportunity to request an informal hearing before the PHA terminates or reduces assistance.

49. Chapter 15 further provides that once a PHA decides to terminate, it must give both the owner and the family a written notice of termination that states the reason for the termination, the effective date of the termination and the family's right to request a hearing. Chapter 16 requires that such a participant be given an opportunity for an informal hearing where the PHA terminates assistance.

### **FACTS**

50. NYCHA can only terminate Section 8 assistance to a participant as set forth in 24 C.F.R. § 982.552. In many instances, NYCHA failed to send the recertification package that participants must complete as part of their annual review. Despite this failure, participants have been terminated from the program for failure to complete an annual recertification package that they never received. Other Plaintiffs received the recertification package and executed the documents only to later be terminated from the program. NYCHA also routinely sent Plaintiffs termination notices alleging that they did not submit documents that, in many cases, were already submitted. Where Plaintiffs received pre-termination notices requesting documents that were already submitted, they complied with the duplicative request and were still terminated. NYCHA's actions in terminating Section 8 assistance violates 42 U.S.C. § 1437 et seq., 24 C.F.R §§ 982.552; 982.555, NYCHA's administrative plan and the Due Process clause of the Fourteenth Amendment to the United States Constitution.

51. Pursuant to 24 C.F.R. § 982.555(a)(2), NYCHA is required to provide participants an informal hearing prior to terminating them from the voucher program. When Plaintiffs who received termination notices contacted NYCHA, they were routinely assured that they would not be terminated from the program and to disregard the notices they received. They were not advised that they could challenge the determination. When Plaintiffs requested hearings to contest the termination disposition, hearings were not scheduled. Plaintiffs who received notice of adverse action were not provided a hearing to challenge the determination before they were terminated, in violation of 24 C.F.R. § 982.555(a)(6) and the Due Process Clause of the Fourteenth Amendment to the United States Constitution.
52. NYCHA routinely terminates participants in the voucher program without any prior notification. Several Plaintiffs executed all of the required documents in connection with their annual recertification and thought they completed the recertification process only to learn, second-hand, that they were terminated from the program when their landlords received termination notices and/or stopped receiving subsidy payments. Before a participant can be terminated from the program, NYCHA must notify them in accordance with 24 C.F.R. § 982.555(c)(2). Participants, who complied with NYCHA's document requests and had no reason to suspect that they are terminated, did not learn of their termination until many months later.
53. NYCHA's failure to notify participants also violates its own Administrative Plan which collectively requires NYCHA to mail termination notices in duplicate.
54. NYCHA's practices caused the erroneous termination and prolonged suspension of housing subsidies necessary for Plaintiffs to maintain their homes. The foreseeable result of

NYCHA's conduct is that the Plaintiffs and their families are subject to, or currently defending against eviction proceedings. Once subject to eviction proceedings, Plaintiffs are further harmed since it is the practice of the New York City Civil Court, Housing Part to identify litigants that are parties to eviction proceedings to entities/individuals that screen prospective tenants.

55. NYCHA is well aware that its practices violate participants' right to due process as well as its statutory and regulatory duties, but has persisted in this conduct anyway. NYCHA knows that it has an enormous backlog of annual recertification documents that have been timely received but have not been entered into its computer system. Yet it continues to automatically terminate participants if their recertification packages do not appear in NYCHA's database. In addition to the numerous complaints that it receives through its Customer Contact Center from aggrieved participants who have been terminated without notice or a hearing, NYCHA has been approached by elected officials and advocates who have provided well-documented evidence of these systematic problems. Nonetheless, to date, NYCHA has refused to bring its practices in compliance with the law.

#### **FACTS PERTAINING TO THE NAMED PLAINTIFFS**

##### **Abel Campos**

56. Plaintiff Campos has been a participant in the Section 8 Housing Choice Voucher Program since 2007. He resides at 1396 Briston St., Apartment 1, Bronx, New York with his wife and children.
57. Plaintiff Campos' household derives its income is derived from Social Security benefits.

58. Plaintiff Campos' annual recertification process routinely commences in August when he receives a mailed recertification package from NYCHA.
59. Plaintiff Campos mailed his last annual recertification package to NYCHA in May 2011. In August 2011, he received a blank voucher change notification.<sup>4</sup> Plaintiff Campos called NYCHA and was told to wait until the case was processed. He called again a few weeks later and was told that his subsidy was suspended and that he had to go to the Fordham office. Once there, he was told that his subsidy was inactive and that he should request a hearing. He mailed a request for a hearing to NYCHA on or about September 7, 2011.
60. The Legal Aid Society contacted NYCHA on his behalf and was told that Plaintiff Campos' subsidy was inactive because he failed to complete the annual recertification. During the course of this conversation, the NYCHA representative reviewed Plaintiff Campos' file and realized that Plaintiff Campos properly completed the annual recertification. NYCHA also informed the Legal Aid Society that while there was no record of a hearing request in the system, Plaintiff Campos' file contained a notation for NYCHA to contact him.
61. Plaintiff Campos' landlord last received payment for August 2011.

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<sup>4</sup> This is the form informing the participant of what the new subsidy amount and tenant share will be for the new lease period. It is typically received after the recertification is completed.

**Xiomara Rodriguez**

62. Plaintiff Rodriguez has been a participant in NYCHA's Section 8 Housing Choice Voucher Program since 2007. She resides at 778 Driggs Avenue, Apartment 2D, Brooklyn, New York with her 7 year old son.
63. Plaintiff Rodriguez is employed as a home health aid. Her household income is derived from her wages which average \$260 per week, child support for her son and social security disability income.
64. Plaintiff Rodriguez's annual recertification process routinely commences in August when she receives a mailed recertification package from Defendant. Until March 2009, Ms. Rodriguez's older son, 18 year old Wilfredo Gonzalez, also resided with her. In August 2009, Ms. Rodriguez recertified without a problem, noting that the only members of her household were now herself and her then five year old son. When she last spoke to her caseworker about Mr. Gonzalez's departure in December 2009, she was told that no further documentation was required.
65. In August 2010, Plaintiff Rodriguez did not receive a recertification package. Instead, in October, she received a T-1 Notice of Termination of Section 8 Subsidy. The stated reason for termination was: "We have not received your affidavit of income for your Section 8 subsidy along with your income." The letter invited her to call the Customer Contact Center if she had any questions.
66. She contacted NYCHA and told a NYCHA representative that she had not yet received the annual recertification package, for she was still waiting for NYCHA to send it to her. The NYCHA representative told Plaintiff Rodriguez not to worry and that many tenants were



calling because they had not received their recertification packages. She further told Plaintiff Rodriguez that her recertification package would be sent out “immediately.”

67. Plaintiff Rodriguez did not receive the recertification package until the end of November 2010. She returned it on December 2, 2010. During the same week she received the package, she received a T-3 “Notice of Default: Termination of Section 8 Subsidy” from NYCHA. The reason given for termination was: “We have not received your affidavit of income for recertification of your Section 8 subsidy along with proof of income for the entire household.”
68. Plaintiff Rodriguez received a letter dated January 7, 2011 from NYCHA, wherein it requested documents evidencing the whereabouts of Wilfredo. This information was not requested in the T-3 Notice of Default she received in November 2010.
69. Plaintiff Rodriguez sent a facsimile copy of the requested information on January 26, 2011. She also contacted NYCHA and spoke to Ms. McKenzie who informed her that she had already been terminated from the Section 8 program on January 25, 2011.
70. On January 28, 2011, Plaintiff Rodriguez requested reinstatement. She has yet to receive any response.
71. On April 4 2011, Plaintiff Rodriguez wrote to NYCHA again requesting reinstatement and information concerning the status of her case.
72. On June 22, 2011, Legal Services NYC – Brooklyn Branch wrote to Sonia Thompson, Assistant Director of Leased Housing – Brooklyn Unit to request a review of Plaintiff Rodriguez’s case and reinstatement. To date, NYCHA has not Responded to any requests or inquiries made either by Plaintiff Rodriguez or on her behalf.

73. Defendant last paid the subsidy to Plaintiff Rodriguez's landlord on or about January 25, 2011.

**Pearl Pio**

74. Plaintiff Pio has been a participant in the Section 8 Housing Choice Voucher Program since 2004. She resides at 2011 Newkirk Avenue, Apartment B2, Brooklyn, New York with her seven year old daughter.

75. Plaintiff Pio's annual recertification process routinely commences in November when she receives a mailed recertification package from NYCHA.

76. On or about November 2010, Plaintiff Pio received her annual recertification package from NYCHA. The package stated that she must return it by November 23, 2010. On or about November 12, 2010, Plaintiff Pio mailed her annual recertification package to NYCHA.

77. On or about December 20, 2010, NYCHA sent Plaintiff Pio a Notice of Termination of Section 8 Subsidy (T-1) form stating that she needed to submit verification of child care expenses for her daughter. The notice provided the option of requesting a hearing to contest the termination of her Section 8 subsidy or requesting an informal conference to discuss her case. The notice further stated that a hearing would be scheduled if the informal conference did not resolve the matter. She had received no further notices.

78. On or about December 31, 2010, Plaintiff Pio returned the T-1 Notice of Termination of Section 8 Subsidy (T-1) form to NYCHA requesting an informal conference.

79. On or about January 24, 2011, Plaintiff Pio received a call from Ms. John, a worker at NYCHA, who asked her to fax her proof of child care payments.
80. Ms. Pio faxed the proof of child care payments and believed that everything was resolved.
81. Approximately one month later, Plaintiff Pio's landlord notified her that her Section 8 subsidy would be terminated on April 1, 2011 and that she would no longer receive any subsidy payments.
82. NYCHA last paid the subsidy to Plaintiff Pio's landlord in April 2011.
83. The landlord commenced a holdover eviction proceeding in Kings County Housing Court in May 2011, alleging that Plaintiff Pio should be evicted because her Section 8 subsidy was terminated. This proceeding is ongoing.

**Loretta Yandolino**

84. Plaintiff Yandolino has been a participant in the NYCHA Section 8 Housing Choice Voucher Program since 2002. She is 60 years old and lives alone at 2922 Nostrand Ave., Apartment 1J, Brooklyn, New York.
85. She is disabled and unemployed. Her income is derived from social security disability income.
86. Plaintiff Yandolino's annual recertification process routinely commences in March when she receives a mailed recertification package from Defendant.
87. On March 22, 2011, instead of receiving her annual recertification package, Plaintiff Yandolino received a letter from NYCHA stating that it did not receive her 2011

recertification package on or prior to the March 19, 2011 deadline. The letter further stated that, due to NYCHA's late mailing of the recertification package, the deadline for her to return her recertification package would be extended to April 15, 2011.

88. Plaintiff Yandolino did not receive her recertification package until March 30, 2011. She completed it and mailed it back to NYCHA on March 31, 2011.

89. On July 12, 2011, Plaintiff Yandolino received a T-3 Notice of Default dated June 24, 2011, which stated that her Section 8 Subsidy would be terminated due to her "failure to submit: (1) Declaration of Assets for Last 12 Months; (2) Affirmation of Non-Employment; (3) Affidavit of Income – Main; (4) Third Party Verification Consent to Release; and (5) Affidavit of Income – Final Request." These documents were all included in the recertification package Plaintiff Yandolino submitted on March 31, 2011.

90. Plaintiff Yandolino never received a T-1 or any other notice, prior to receiving the T-3 Notice of Default.

91. Upon receiving the T-3 Notice of Default in the mail, Plaintiff Yandolino checked the box provided on the notice to request a hearing to contest her termination, and mailed it back to NYCHA. NYCHA has not scheduled a hearing for Plaintiff Yandolino or otherwise responded to her request.

92. Plaintiff Yandolino received another recertification package on September 2, 2011.

93. Defendant last paid the subsidy to Plaintiff Yandolino's landlord in September 2011.

94. Defendant sent Plaintiff Yandolino a notice dated September 30, 2011 informing her that, effective November 1, 2011, her share of the rent will be \$293 and the subsidy portion of the rent will be \$694.05.

**Ida Sapir**

95. Plaintiff Sapir is 84 years old and has been a participant in the Section 8 Housing Choice Voucher Program for approximately 10 years. She resides at 8645 20<sup>th</sup> Avenue, Apartment 1H, Brooklyn, New York.
96. Ms. Sapir's income is derived from Supplement Security Income.
97. Plaintiff Sapir's annual recertification process routinely commences in June or July when she receives a mailed recertification package from NYCHA.
98. In June 2010, Plaintiff Sapir had her recertification package hand delivered to NYCHA.
99. NYCHA later informed Plaintiff Sapir that it misplaced her recertification package.
100. Plaintiff Sapir received a T-1 Notice of Termination dated October 15, 2010 alleging that she did not complete her annual recertification package. She immediately requested a hearing.
101. In December 2010, Plaintiff Sapir mailed another recertification package to NYCHA.
102. In February 2011, Plaintiff Sapir's landlord informed her that her subsidy had been terminated.
103. In a notice dated August 30, 2011, Plaintiff Sapir was scheduled for a hearing based on her October 2010 request. Her hearing is scheduled for October 6, 2011.
104. Plaintiff Sapir never received any T-3 Notice of Default or any other notices informing her that her subsidy had been terminated.
105. NYCHA last paid the subsidy to Plaintiff Sapir's landlord in January 2011.

**Mariela Lopez**

106. Plaintiff Lopez has been a participant in the Section 8 Housing Choice Voucher Program administered by NYCHA since 2005. She resides at 2413 Clarendon Road, Apartment 3B, Brooklyn, New York with her 10 year old daughter
107. Plaintiff Lopez's income is derived from public assistance.
108. Plaintiff Lopez's annual recertification process routinely commences in October when she receives a mailed recertification package from NYCHA. In October 2010, she did not receive a recertification package.
109. When Plaintiff Lopez did not receive her recertification package, she visited NYCHA's offices to find out why. She was told it would be mailed to her.
110. When she still did not receive her recertification package, she contacted NYCHA by phone and was again told it would be mailed.
111. In November 2010, Ms. Lopez returned to the NYCHA office to inquire about her recertification package and was told that it would be mailed to her in December 2010.
112. In December 2010, Ms. Lopez's landlord showed her a notice from NYCHA stating Ms. Lopez would be terminated from the voucher program as of December 31, 2010. Ms. Lopez did not receive any notice that her subsidy was going to be terminated and received no opportunity to request a hearing to challenge the termination.
113. Ms. Lopez went to the NYCHA office to inquire about the termination and was told that she had to write a letter to 90 Church Street. She wrote several letters to 90 Church Street and received a response informing her that NYCHA would not restore the Section 8 subsidy because all proper notices were sent to her.

114. When Plaintiff Lopez's file was reviewed, it did not contain any of her letters she wrote to NYCHA or any notices from NYCHA to her. However, the file contained a notice addressed to the landlord, dated November 9, 2010, stating that the Section 8 share will be \$1,205.62 and the tenant share will be \$504.10 effective December 1, 2010.
115. NYCHA last paid the subsidy to Plaintiff Lopez's landlord in December 2010.
116. Plaintiff is currently being sued in a New York City Civil Court, Housing Part eviction proceeding.

**Netsha Keflom**

117. Plaintiff Keflom has been a participant in the Section 8 Housing Choice Voucher Program since January 2010. She resides at 225 West 232nd Street, Apartment 5N, Bronx, New York with her two sons.
118. Plaintiff Keflom's household income is derived from employment.
119. Plaintiff Keflom did not receive a recertification package in January 2011.
120. NYCHA last paid the subsidy to Plaintiff Keflom's landlord in February 2011. She was not aware of this fact or that she was terminated from the program until her landlord commenced a nonpayment of rent eviction proceeding against her in March 2011.
121. When she went to NYCHA's offices to investigate, she was told that her subsidy stopped due to her failure to submit her recertification package.
122. Plaintiff Keflom never received a recertification package prior to being sued for nonpayment of rent. She did, however, receive a package in May 2011. She completed and returned it NYCHA right away. To date, there has been no response.

123. Plaintiff Keflom's nonpayment eviction proceeding is ongoing.

**Ramona Cabreja**

124. Plaintiff Cabreja has been a participant in the Section 8 Housing Choice Voucher Program since 1991. She resides at 287 East 18<sup>th</sup> Street, Apartment 3B, Brooklyn, New York with her daughter.

125. Plaintiff Cabreja's income is derived from employment.

126. Plaintiff Cabreja was erroneously terminated from the Section 8 Housing Choice Voucher program in 2008. After initiating suit against NYCHA, it agreed to restore her to the program retroactive to the date of termination.

127. Although NYCHA agreed to restore the subsidy retroactive to 2008, the subsidy was not restored, and Plaintiff Cabreja's landlord did not receive a retroactive subsidy adjustment, until February 2011.

128. Plaintiff Cabreja completed her annual recertification in January 2011. Nevertheless, NYCHA informed her by computer-generated notice dated March 31, 2011, that her subsidy would be terminated because she did not complete her annual recertification. She immediately called NYCHA, and she was advised to visit the Brooklyn Customer Contact Center to pick up a new recertification package. Plaintiff Cabreja did so, and she delivered the completed package to the Brooklyn Customer Contact Center on April 20, 2011.

129. Plaintiff Cabreja subsequently received a termination notice from NYCHA dated May 11, 2011 for failure to supply required forms such as third party verification consent to release, the affidavit of income, the affirmation of non-employment and the declaration of assets.



Plaintiff Cabreja's landlord, 287 East 18<sup>th</sup> LLC., received a similar letter, dated May 11, stating that the 8 subsidy would be terminated effective June 14, 2011 for failure to comply with the annual recertification process. Both notices stated that she would not be terminated if she complied within 45 days.

130. Although Plaintiff Cabreja had submitted these forms with her April 20, 2011 recertification, she completed the requested forms for the second time and submitted them to NYCHA's Brooklyn Customer Contact Center on May 16, 2011. She submitted the same forms to the Brooklyn Customer Contact Center for a third time on June 17, 2011.

131. Plaintiff Cabreja kept in constant contact with NYCHA employee Mr. Woodson regarding the termination notices. He assured her multiple times that her subsidy would not be terminated. Most recently, on June 24, 2011, Mr. Woodson assured Plaintiff that her subsidy would not be terminated.

132. NYCHA last paid the subsidy to Plaintiff Cabreja's landlord in July 2011.

#### **Yevgeniya and Vladimir Timkovsky**

133. Plaintiffs Yevgeniya Timkovsky and her husband Vladimir Timkovsky are an elderly couple that have been participants in the Section 8 Housing Choice Voucher Program since 2009. They reside at 56 Bennett Avenue, Apartment 5J, New York, New York.

134. The Timkovskys are disabled and therefore rely exclusively on Supplemental Security Income, which amounts to \$1,060 per month.

135. The Timkovskys 2011 recertification would be their first. Since NYCHA inspected their apartment in March 2011, they expected to receive the recertification package around that time.

136. In April 2011, they received a letter from NYCHA stating that their recertification package was forthcoming, but that it had to be submitted in March 2011. When the package did not arrive, they contacted NYCHA. They were told that the package was forthcoming and they should disregard the incorrect dates in the letter.

137. The Timkovskys did not receive a recertification package. Instead, in July 2011, they received a notice of intent to terminate. The letter informed them that their subsidy would be terminated in 45 days if they did not submit the package. It also stated that a previous warning letter was sent in May 2011. The Timkovskys did not receive any warning letters. Upon contacting NYCHA on July 26, 2011, they were told they received the termination notice because they did not submit the recertification package. When the Timkovskys told NYCHA they did not receive a recertification package, they were told one would be forwarded to them. The Timkovskys did not receive a package in the weeks following this conversation.

138. The Timkovskys made many phone calls to NYCHA's customer service center and continued to request copies of the recertification package. Their last request was a few weeks ago, and the package arrived on or about September 16, 2011.

**Elsie Clemente**

139. Plaintiff Elsie Clemente is 55 years old and has been a participant in the Section 8 Housing Choice Voucher Program for about 10 years. She resides at 2845 W. 37<sup>th</sup> Street, Second Floor, Brooklyn, New York.
140. Plaintiff Clemente's income is derived from Social Security Disability and Supplement Security Income.
141. Plaintiff Clemente's annual recertification process routinely commences in February when she receives a mailed recertification package from NYCHA.
142. In February 2011, Plaintiff Clemente arranged for her recertification package to be hand delivered to NYCHA.
143. In April 2011, Plaintiff Clemente received an April 13, 2011 letter from NYCHA stating that she had to verify her income.
144. Plaintiff Clemente subsequently went to NYCHA's office at 787 Atlantic Avenue, Brooklyn, NY, with her son, and met with NYCHA's representative Ms. Bowen.
145. Ms. Bowen had Plaintiff Clemente and her son fill out and sign various forms.
146. Soon thereafter, Plaintiff Clemente received a letter from NYCHA dated June 24, 2011, stating that her Section 8 subsidy would be terminated within 45 days because she had not supplied certain information. The letter also stated that NYCHA had sent her a letter on April 28, 2011 informing her that her Section 8 subsidy would be terminated because she had not supplied certain information. Plaintiff Clemente never received any such letter.

147. After receiving the June 24, 2011 letter, Plaintiff Clemente repeatedly called and went to Defendant's office at 787 Atlantic Avenue to inquire further. She was repeatedly told that her case was under review.
148. On August 29, 2011, Plaintiff Clemente went to 787 Atlantic Avenue to again inquire about her case. Ms. William told her that "everything was in the system" and that "everything was okay."
149. On or about September 20, 2011, Plaintiff Clemente went again to 787 Atlantic Avenue and met with Ms. Bowen. Ms. Bowen told Plaintiff Clemente that her papers had been accidentally left in a basket but that she would take care of it.
150. On September 22, 2011, Plaintiff Clemente contacted NYCHA by telephone and was told that she was still terminated.

**Michelle Davis**

151. Plaintiff Michelle Davis has been a participant in the Section 8 Housing Choice Voucher Program for one year. She resides at 1417 New York Avenue, Apartment 5-G, Brooklyn, New York with her three children.
152. Plaintiff Davis' income is derived from public assistance.
153. In or about November 2010, Plaintiff Davis received a T-1 Notice of Termination stating that her subsidy was going to be terminated because she allegedly moved out of her apartment without permission from NYCHA.
154. Upon information and belief, NYCHA sent inspectors to inspect Ms. Davis' apartment but they had the wrong address and concluded that she moved.

155. Upon receipt of the T-1, Plaintiff Davis immediately went to NYCHA and provided a letter from her landlord stating that she still lived in her apartment. She also provided a copy of her leasehold agreement.
156. In or about May 2011, Plaintiff Davis received a T-3 Notice of Default stating that her subsidy was terminated because she allegedly moved from her apartment without permission from NYCHA. The Notice provided Plaintiff Davis with the option of requesting a hearing to contest the termination of her Section 8 subsidy or requesting an informal conference to discuss her case. The Notice stated that a hearing would be scheduled if the informal conference did not resolve the matter. Plaintiff Davis requested a hearing to contest the termination of her Section 8 subsidy and mailed the request to NYCHA's offices at 90 Church Street, New York, NY 10007.
157. After a month without any response to her request, Plaintiff Davis wrote a letter to NYCHA's correspondence unit to inquire about the status of her request and of her Section 8 subsidy. To date she has not received any response from the correspondence unit and a hearing has not been scheduled.
158. Upon information and belief, NYCHA stopped paying the subsidy portion of the rent to the landlord on or about April 2011 and Plaintiff Davis' landlord served her with a predicate notice to a Housing Court eviction proceeding.

**Sharona Wrisdon**

159. Plaintiff Sharona Wrisdon has been a participant in the Section 8 Housing Choice Voucher Program since 2007. She resides at 317 Albany Avenue, Apt. 3, Brooklyn, NY with her husband and four minor children.
160. Plaintiff Wrisdon's household derives its income from public assistance and food stamps.
161. Plaintiff Wrisdon does not recall the precise month that her annual recertification normally takes place, but she always submits the annual recertification package shortly after receiving it.
162. Plaintiff Wrisdon last received a recertification package in late 2010.
163. Plaintiff Wrisdon received a "Final Request" notice dated June 24, 2011, alleging that she failed to submit the required affidavit of income. In response, Plaintiff Wrisdon visited the NYCHA office to inquire. She resubmitted the annual recertification affidavit of income to Defendant NYCHA's offices in early July and obtained a receipt.
164. Plaintiff Wrisdon received a notice of termination on July 6, 2011. The notice alleged that she was being terminated for failure to submit an affidavit of income. She requested a hearing to challenge the termination by checking the appropriate box contained in the notice and mailing it to NYCHA. NYCHA has yet to schedule a hearing.
165. NYHCA discontinued subsidy payments to Plaintiff Wrisdon's private landlord as of July 2011.

**Charmaine Johnson**

166. Plaintiff Charmaine Johnson has been a participant in the Section 8 Housing Choice Voucher Program since 1998. She resides at 107-10 Guy Brewer Blvd, Apt. 9C, Jamaica NY with her two minor children.
167. Plaintiff Johnson's household derives its income from her full time employment and her daughter's Social Security survivor benefits.
168. Plaintiff Johnson's annual recertification process routinely commences in July when she receives a mailed recertification package from NYCHA.
169. Plaintiff Johnson received a recertification package in August 2010 and mailed it to Defendant NYCHA on October 18, 2010.
170. In January 2011, Plaintiff Johnson's landlord informed her she would be terminated from the voucher program as of February 2011 for failing to recertify. Plaintiff Johnson did not receive any written notice of her termination.
171. Plaintiff Johnson inquired about the termination and NYCHA agreed to send her a reinstatement package. She executed the documents and personally submitted the package to NYCHA in April 2011. Her subsidy resumed with a July 2011 payment to her private landlord but it did not include retroactive payments for the months of February 2011 to June 2011. Also, NYCHA stopped making payments to Plaintiff Johnson's private landlord after the July 2011 payment.
172. Plaintiff Johnson orally requested a hearing when she discovered that her private landlord was not receiving payment. She was told there were "no hearings for Section 8."

173. Plaintiff Johnson is currently being sued in a New York City Civil Court, Housing Part eviction proceeding.

**Tiasha Mayrant**

174. Plaintiff Tiasha Mayrant has been a participant in the Section 8 Housing Choice Voucher Program since 2003. She resides at 6226 Elizabeth Road, 2nd Floor, Arverne, NY with her two minor children.

175. Plaintiff Mayrant's household derives its income from disability benefits as a result of a recent injury that has rendered her unable to work. She also receives food stamps.

176. Plaintiff Mayrant's annual recertification process routinely commences in August when she receives a mailed recertification package from NYCHA. She received a recertification package in August 2010 and mailed it to Defendant NYCHA.

177. Plaintiff Mayrant and her landlord both received a notice in January 2011 stating that her subsidy would be terminated as of January 31, 2011 for failing to recertify and submit an affidavit of income.

178. In response, Plaintiff Mayrant visited the NYCHA office in January 2011 and was told that she erroneously received the termination notice because NYCHA employees failed to correctly enter her information into the computer system.

179. After several months, Plaintiff Mayrant submitted another recertification package and payment to her private landlord resumed in July 2011. However, her private landlord has not received subsidy payment from March 2011 through June 2011. Her landlord informed her



he will not renew her leasehold agreement when it expires since the property in jeopardy of foreclosure due to the still missing subsidy payments.

**Jermaine Walker**

180. Plaintiff Jermaine Walker has been a participant in the Section 8 Housing Choice Voucher Program since 2006. She resides at 918 Dumont Avenue, Apartment 2F, Brooklyn, New York with her 19 years old and 10 years old sons.
181. Plaintiff Walker's household income consists of a weekly child support payment of \$50 per week. Plaintiff Walker is awaiting a determination on her application for cash assistance and food stamps.
182. Plaintiff Walker received her annual recertification documents from Defendant in December 2010. She promptly submitted one copy in person to Defendant's office located at 787 Atlantic Avenue, Brooklyn, New York 11238 and mailed another copy via U.S. mail to Defendant's office located at 478 East Fordham Road, Bronx, New York, 10458.
183. On December 6, 2010, Plaintiff Walker received a written notice from Defendant stating that she had not yet submitted her annual certification documents. She received a second notice from Defendant on December 9, 2010 stating the same and that she willfully misstated her family composition.
184. In March 2011, Plaintiff Walker's private landlord informed her that he had not received the subsidy portion of her rent for February and March 2011. On or about March 11, 2011, Plaintiff Walker was informed by a NYCHA representative during a telephone conversation that her Section 8 subsidy had been terminated. Plaintiff Walker never received written

notice from Defendant of its intent to terminate her subsidy or informing her of her right to contest the termination.

185. In or about March 2011, Plaintiff Walker submitted a letter to Defendant's Leased Housing Department Correspondence Unit requesting that Defendant reinstate her voucher. Plaintiff Walker also requested a hearing via telephone and via U.S. mail to contest the termination of her voucher. Defendant has yet to respond to her request.

186. On September 30, 2011, Plaintiff Walker's landlord initiated an eviction proceeding against her in Housing Court. This proceeding is ongoing.

#### **Carmen Tapia**

187. Plaintiff Carmen Tapia has been a participant in the Section 8 Housing Choice Voucher Program for approximately three years. She resides at 1393 Bronx River Avenue, Apartment 2R, Bronx, New York with her two minor sons.

188. Plaintiff Tapia's household income consists of Supplemental Security Income benefits for her older son in the amount of approximately \$700 per month and \$545 per month in food stamp benefits.

189. Ms. Tapia's annual recertification process routinely occurs in December. In or around December 2010, Ms. Tapia submitted her annual recertification documents to Defendant via U.S. mail.

190. In January 2011, Ms. Tapia's Unemployment Insurance benefits expired. During the same month, she sought to add her older son to her household. Plaintiff Tapia reported the changes in income and household composition to Defendant on or around January 24, 2011.

On that date, Plaintiff Tapia submitted documents in person to Defendant verifying her change in income and requesting to add her son to the household. She received a receipt dated January 24, 2011 upon submitting the documents.

191. Following her request for an informal conference to have her portion of the rent under the Section 8 Program reduced, Plaintiff Tapia attended a conference with Defendant on August 23, 2011. At the informal conference, Plaintiff Tapia again submitted all the documents requested by Defendant to verify her change in income and to add her son to the household.
192. Plaintiff Tapia received a letter from Defendant, dated August 23, 2011, directing her to submit paperwork for her annual recertification for the Section 8 program. At that time, she contacted Defendant by phone and a NYCHA representative informed Plaintiff Tapia that she did not need to submit recertification documents because all of her records were up to date.
193. In October 2011, Plaintiff Tapia's landlord informed her it did not receive the subsidy portion of the rent for the months of September and October 2011. Plaintiff Tapia contacted Defendant by telephone on October 18, 2011 and was informed by a NYCHA representative that her case had been closed, despite the fact that all of her documents had been received by Defendant. Plaintiff Tapia never received written notice that Defendant intended to terminate her subsidy or informing her of her right to contest the termination.

**Genea Brown**

194. Plaintiff Genea Brown has been a participant in the Section 8 Housing Choice Voucher Program for approximately eight years. She resides at 551 Beach 67th Street, Apartment 1, Far Rockaway, Queens, New York with her 19 year old daughter and her three minor children, ages 13, 10 and 7 years.

195. Plaintiff Brown's household income consists of Supplemental Security Income, Social Security benefits, public assistance for her minor children and her 19 year old daughter's employment income.

196. Plaintiff Brown's recertification process routinely begins in August. In 2010, Plaintiff Brown did not receive recertification documents from Defendant until October. Although she did not receive the package until October, the package listed an August due date. She promptly submitted the documents via U.S. mail to Defendant's office at 478 East Fordham Road, Bronx, New York, 10458.

197. In November 2010, Plaintiff Brown received two written notices from Defendant indicating that she had not yet submitted an annual recertification package. She received both a T-1 "Notice of Termination of Section 8 Subsidy," dated 9/30/10, and a T-3 "Notice of Default: Termination of Section 8 Subsidy from NYCHA," dated 11/15/10. The latter notice stated Defendant's determination to terminate Plaintiff Brown from the Section 8 Program.

198. In or about December 2010, Plaintiff Brown contacted Defendant via telephone. A NYCHA representative informed Plaintiff Brown that Defendant was backlogged in

processing annual recertification packages. The representative told Plaintiff Brown that she need not take any further action to maintain her subsidy.

199. In or about January 2011, Plaintiff Brown received a second annual recertification package from Defendant. Plaintiff Brown promptly completed the documents contained in the package and attempted to personally submit them at Defendant's office located at 478 East Fordham Road, Bronx, New York, 10458. A NYCHA representative told Plaintiff Brown that Defendant would not accept the package because she had been terminated from the program as of December 1, 2010. She was told that she could contact Defendant's correspondence unit to contest her termination.
200. On or about January 21, 2011, Plaintiff Brown submitted a letter to Defendant's correspondence unit challenging her termination from the program.
201. Plaintiff Brown never received any response from Defendant regarding her January 2011 letter to the correspondence unit.
202. Plaintiff Brown's landlord last received the subsidy portion of the rent from Defendant for January 2011. The Legal Aid Society reviewed Plaintiff's Brown pursuant to a FOIL request and discovered documents from January 2011 indicating that the recertification had been completed and listing Ms. Brown's new rent.
203. After failing to receive the subsidy portion of Plaintiff Brown's rent from February 2011 onward, the landlord initiated a Housing Court nonpayment eviction proceeding against both Plaintiff Brown and Defendant. This proceeding is ongoing.

**Marigold Clayton**

204. Plaintiff Marigold Clayton is an 86 year old woman who has been a participant in the Section 8 Housing Choice Voucher Program for over 20 years. She resides alone at 3015 Roberts Ave., Apt. 4E, Bronx, NY.
205. Plaintiff Clayton's sole source of income is Social Security benefits.
206. Plaintiff Clayton's annual recertification process routinely commences in October when she receives a mailed recertification package from NYCHA.
207. Plaintiff Clayton last mailed her annual recertification package to NYCHA in October 2010.
208. In February 2011, Plaintiff Clayton's landlord informed her that he had not received payment from NYCHA. Furthermore, the landlord also informed Plaintiff Clayton that he had received written notice from NYCHA that Plaintiff Clayton had not completed her annual recertification. Upon hearing this, Plaintiff Clayton resubmitted her recertification package in person and she obtained a receipt. She also requested a hearing on the matter at this time, but was orally refused.
209. Plaintiff Clayton did not receive any other written notices regarding this matter. Plaintiff Clayton has not received any notices stating her subsidy had been terminated. Defendant last paid the subsidy to Plaintiff Clayton's landlord on or about February 2011.
210. In or about September 2011, Plaintiff Clayton's landlord commenced a non-payment eviction proceeding against Plaintiff Clayton in Bronx County Housing Court. This nonpayment eviction proceeding against Plaintiff Clayton is ongoing.

211. Plaintiff Clayton once again made a request, in person, to NYCHA for a hearing to challenge her termination, and she was once again refused. The NYCHA worker she spoke with instead gave her an appeal form for the correspondence unit, which Plaintiff Clayton completed and submitted. She has not heard from NYCHA since that time.

**Augustina Castillo**

212. Plaintiff Augustina Castillo has been a participant in the Section 8 Housing Choice Voucher Program for over 21 years. She resides at 2505 University Ave, Apt. 8F, Bronx, NY with her 22 year old son.

213. Plaintiff Castillo's annual recertification process routinely commences in May when she receives a mailed recertification package from NYCHA.

214. Plaintiff Castillo personally delivered her annual recertification package to NYCHA on or about May 7, 2010. After inspecting the documents, a NYCHA representative informed her that she needed a letter from her employer verifying her employment. She promptly retrieved this letter and personally submitted it to NYCHA.

215. Plaintiff Castillo received the default notice (T-1) and later a termination notice (T-3) on or about December 2010. In response, she, again, personally submitted the documents that were allegedly missing.

216. In February 2011, Plaintiff Castillo's landlord informed her that he had not received payment from NYCHA. The landlord also informed her that he received a notice from NYCHA stating that Plaintiff Castillo failed to complete her annual recertification.

217. In response, Plaintiff Castillo requested a hearing but was orally refused. Plaintiff Castillo attempted to schedule a hearing to challenge her termination on numerous occasions by phone, letter and in person; writing letters requesting reinstatement in February, April and July of 2011 and visiting the NYCHA offices on Fordham Road in the Bronx and on Atlantic Avenue in Brooklyn. More recently, on October 20, 2011, she was told that she needed to wait to have the hearing scheduled.
218. Defendant last paid the subsidy to Plaintiff Castillo's landlord on or about January 2011.
219. Plaintiff Castillo's landlord has taken her to housing court for nonpayment. The eviction proceeding is ongoing.
220. In a letter dated October 17, 2011, NYCHA notified Plaintiff Castillo that it will consider restoring her participation in the Section 8 program if her apartment passes an inspection and if she submits an affidavit of income and other required documents by November 16, 2011.

**Altagracia Almonte**

221. Plaintiff Altagracia Almonte has been a participant in the Section 8 Housing Choice Voucher Program administered by Defendant since 2001. She is 64 years old and she resides at 1566 Malcolm Road, Apartment 2L, Bronx New York with her 22 year old son.
222. Plaintiff Almonte is unable to work as a result of a disability. Her household income is limited to Supplemental Security Income benefits and child support payments which average \$325 per month.
223. Plaintiff Almonte's annual recertification process routinely commences in October when she receives a mailed recertification package from Defendant.



224. In December 2010, Plaintiff Almonte received a blank annual recertification packet from Defendant, which she completed and personally submitted on or about December 30, 2010. Plaintiff Almonte never received any notification from Defendant indicating that there were any problems with her Section 8 Subsidy or with her annual recertification.
225. In April 2011, Plaintiff Almonte's landlord informed her that it was no longer receiving Section 8 Subsidy payments on her behalf.
226. Plaintiff Almonte never received any notification from Defendant regarding the termination of her subsidy.
227. Plaintiff Almonte went to the NYCHA Section 8 office on several occasions requesting an explanation as to why her Section 8 benefits had been terminated. Representatives from NYCHA told Plaintiff Almonte that she not done anything wrong, but that her subsidy payments ceased because of a problem with NYCHA's computer system. However, after several months, the problem was not corrected.
228. On or about October 17, 2011, Plaintiff Almonte requested a hearing regarding the termination of her benefits, both by mail and in person. Defendant has yet to respond to that request.
229. Plaintiff Almonte's landlord commenced a non-payment eviction proceeding against her in Bronx County Housing Court that is ongoing.

### **FIRST CAUSE OF ACTION**

230. Plaintiffs incorporate the above paragraphs as if fully set forth herein.
231. NYCHA's policy and practice of terminating Plaintiffs from the Section 8 voucher program without cause, without notice, and without a pre or post termination hearing for allegedly failing to recertify when they have either tried to recertify or have never been asked to recertify violates the United States Housing Act and its implementing regulations, including 42 U.S.C. § 1437d(k)(1) and (2), 42 U.S.C. § 1437c(d)(6) and (l)(1), 42 USC § 1437f(o)(5)(B); 42 USC § 1437f(o)(10)(D); 24 C.F.R. § 982.555(a)(6), 24 C.F.R. § 982.552 (c) & (d), 24 C.F.R. § 982.555(c)(2), 24 C.F.R. § 903.7(f); 24 C.F.R. § 982.516, and the Due Process Clause of the Fourteenth Amendment to the United States Constitution for which a cause of action is created by 42 U.S.C. § 1983.
232. As a result of NYCHA's policies and practice, Plaintiffs have suffered and continue to suffer damages, including the threat of eviction from their homes.

### **SECOND CAUSE OF ACTION**

233. Plaintiffs incorporate the above paragraphs as if fully set forth herein.
234. NYCHA, by virtue of its policies and practices, has deprived Plaintiffs of due process of law by terminating participants from the Section 8 voucher program without cause, without notice, and without a pre or post termination hearing for allegedly failing to recertify when they have either tried to recertify or have never been asked to recertify.
235. As a result of NYCHA's policies and practice, Plaintiffs have suffered and continue to suffer damages, including the threat of eviction from their homes.

236. A cause of action is created by 42 U.S.C. § 1983.

### **THIRD CAUSE OF ACTION**

237. Plaintiffs incorporate the above paragraphs as if fully set forth herein.

238. NYCHA's policies and practice of terminating of Plaintiffs from the Section 8 voucher program without cause, without notice, and without a pre or post termination hearing for allegedly failing to recertify when they have either tried to recertify or have never been asked to recertify are in conflict with the United States Housing Act and its implementing regulations, and stand as an obstacle to the accomplishment and execution of the full purposes and objectives of the statute, thus violating the Supremacy Clause of the U.S. Constitution.

239. As a result of NYCHA's policies and practice, Plaintiffs have suffered and continue to suffer damages, including the threat of eviction from their homes.

### **FOURTH CAUSE OF ACTION (Pendent State Claim)**

240. Plaintiffs incorporate the above paragraphs as if fully set forth herein.

241. NYCHA's policies and practice of terminating Plaintiffs from the Section 8 voucher program without cause, without notice, and without a pre or post termination hearing for allegedly failing to recertify when they have either tried to recertify or have never been asked to recertify violates NYCHA's Section 8 Housing Choice Voucher Program administrative plan, LHD #01-10 and LHD #98-19. Plaintiffs are entitled to a declaratory judgment under New York State Civil Practice and Proceedings Law Article 30.

242. As a result of NYCHA's policies and practice, Plaintiffs have suffered and continue to suffer damages, including the threat of eviction from their homes.

**PRAYER FOR RELIEF**

WHEREFORE, plaintiffs pray that this Court:

(1) Enter a final judgment pursuant to 28 U.S.C. §§ 1331, 1343(3) and 1337 of the Federal Rules of Civil Procedure declaring that:

a) NYCHA's practice of terminating participants from the Section 8 Housing Choice Voucher program without cause, without notice, and without a pre or post termination hearing for allegedly failing to recertify when they have either tried to recertify or have never been asked to recertify violates 42 U.S.C. §1437d(k)(1) and (2), 42 U.S.C. §1437c(d)(6) and (l)(1), 42 USC §1437f(o)(5)(B); 42 USC §1437f(o)(10)(D); 24 C.F.R. §982.555(a)(6), 24 C.F.R. §982.552 (c) & (d), 24 C.F.R. §982.555(c)(2), 24 C.F.R. § 903.7(f); 24 C.F.R. §982.516, and the Due Process Clause of the Fourteenth Amendment to the United States Constitution for which a cause of action is created by 42 U.S.C. § 1983.

b) NYCHA's policies and practices in terminating participants from the Section 8 voucher program without cause, without notice, and without a pre or post termination hearing for allegedly failing to recertify when they have either tried to recertify or have never been asked to recertify deprived Plaintiffs of due process of law in violation of the Fourteenth Amendment to the United States Constitution.

c) NYCHA's policies and practices regarding recertification violate the Supremacy Clause of the U.S. Constitution.

d) NYCHA's actions in terminating Plaintiffs' Section 8 assistance without cause, without notice, and without a pre or post termination hearing for allegedly failing to recertify when they have either tried to recertify or have never been asked to recertify violated its own Section 8 Housing Choice Voucher Program Administrative Plan and its own Leased Housing Directive Memorandums for which a cause of action is created by New York State Civil Practice and Proceedings Law Article 30; and

(2) Enter a mandatory injunction, compelling NYCHA to restore Plaintiffs' Section 8 vouchers forthwith, process any completed Section 8 recertification packages; and

(3) Issue a preliminary and permanent injunction preventing NYCHA from continuing the practices challenged in this action; and

(4) Issue a permanent injunction requiring NYCHA to develop a plan and promulgate procedures, satisfactory to this Court, to insure that it complies with the implementing regulations for the Section 8 Program with respect to the re-certification, termination and reinstatement processes it employs; and

(5) Enter a mandatory injunction compelling NYCHA to restore Plaintiffs' Section 8 subsidies retroactive to the date those subsidies were improperly terminated; and

(6) Enter a mandatory injunction compelling NYCHA to make subsidy payments retroactive to the date subsidy payments to Plaintiffs' landlords ceased; and

(7) Award plaintiffs reasonable attorneys' fees pursuant to 42 U.S.C. § 1988; and

(8) Grant such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
November 2, 2011

Yours,

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By:                     /S/                      
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