

Williams v. New York City Housing Authority, Not Reported in F.Supp. (1994)

1994 WL 533572

Only the Westlaw citation is currently available.
United States District Court, S.D. New York.

Diedre WILLIAMS, individually and on behalf
of all children similarly situated, et al., Plaintiffs,

v.

NEW YORK CITY HOUSING
AUTHORITY, et al., Defendants.

No. 81 Civ. 1801 (RJW).

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Sept. 29, 1994.

MEMORANDUM DECISION

ROBERT J. WARD, District Judge.

*1 Plaintiffs move to modify this Court's memorandum decision entered on July 5, 1994 (the "July 5th Memorandum Decision"). Specifically, plaintiffs request that the certification process set forth in the Second Partial Consent Judgment be extended to include holdover proceedings that arise out of, or are related to, Housing Assistance Payment ("HAP") Contract violations by the landlord. Defendant New York City Housing Authority ("NYCHA") supports plaintiffs' motion, although the NYCHA more precisely defines the class of holdover proceedings to which the certification process should be extended as those "which arise out of or are related to the termination or suspension of the Section 8 subsidy, with the exception of any cases where the tenant has been offered the opportunity for an administrative hearing pursuant to the First Partial Consent Judgment in this action." Defendant-landlords do not oppose plaintiffs' motion. For the reasons hereinafter stated, plaintiffs' motion to extend the certification process is granted as applied to those holdover proceedings described above by NYCHA.

DISCUSSION

The underlying facts and general procedural history of this action have been thoroughly discussed in the Court's July 5th Memorandum Decision and familiarity with that decision is

assumed. In originally approving the Second Partial Consent Judgment, this Court attempted to ensure, among other things, that plaintiff-tenants would not be evicted from their Section 8 apartments due to disputes between NYCHA and their landlords. *See*, the July 5th Memorandum Decision at 3, n. 1. In pursuit of that goal, the Court's decision distinguished between those evictions which were based on non-payment of subsidy funds and holdover evictions, which the Court characterized as "never [being] grounded in the non-payment of rent." Because the Court believed that these holdover proceedings involved "management issues," such as "property damage, violation of no pet clauses, [and the] use of illegal drugs," it concluded that the NYCHA has "little (if any) reason to object." Consequently, the Court ruled that the NYCHA had no role to play in holdover proceedings and that extending the certification process to holdover proceedings would "unnecessarily augment[] an already lengthy process."

Subsequent to that decision, plaintiffs and the NYCHA informed the Court, through their papers in support of this motion, that a certain category of holdover proceedings exists which is similar in nature to non-payment proceedings. In fact, this category of holdover proceedings is essentially identical to the non-payment proceedings covered by the Second Partial Consent Judgment, the only difference being the event after which the landlord chooses to take action against his tenant.

For example, the NYCHA might suspend subsidy payments to an individual landlord because one of his apartments does not meet the housing quality standards of the Section 8 program. Under the Second Partial Consent Judgment, as currently approved by this Court, if the landlord attempts to evict the tenant for non-payment of the subsidy, the certification process would apply and the landlord would be required to notify the NYCHA of his intentions. However, if the landlord waits until his Section 8 lease and the HAP Contract expires, he may then commence a holdover proceeding, claiming that the assisted tenancy has expired. Despite the fact that the subject matter of both the non-payment and the holdover proceedings is virtually identical, by waiting to institute a holdover proceeding, the landlord can avoid complying with the certification process in evicting his tenant.

*2 Obviously, such an inequitable result would defeat the purposes of the certification process approved by this Court

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in the Second Partial Consent Judgment. Equally clear is that such a result was not this Court's intention in removing holdover proceedings, the vast majority of which do involve management issues, from the certification process. Therefore, in order to fully achieve the objectives of this Court's approval of the Second Partial Consent Judgment, the certification process must be extended to holdover proceedings which arise out of, or are related to, the termination or suspension of a Section 8 subsidy.

CONCLUSION

For the foregoing reasons, plaintiffs' motion to extend the certification process set forth in the Second Partial Consent Judgment to holdover proceedings that are the result of a termination or suspension of the landlord's Section 8 subsidy payments is granted.

Settle judgment on notice.

All Citations

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