

**IN THE TERRITORIAL COURT OF THE VIRGIN ISLANDS
DIVISION OF SAINT CROIX AT KINGSHILL**

SUNNY ISLE HOUSING,

Plaintiff,

vs.

ALVIN ALEXANDER HUNTT,

Defendant.

CIVIL NO. 449/1997

**ACTION FOR FORCIBLE
ENTRY and DETAINER**

NOT FOR PUBLICATION

Attorney for Plaintiff

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Defendant

Alvin Alexander Hunt, pro se
4-353 Sunny Isle Housing
Christiansted, St. Croix, U.S.V.I. 00820

CABRET, J.

MEMORANDUM OPINION

(October 6, 1998)

Sunny Isle Housing ("Sunny Isle"), the owner of Sunny Isle Housing for the Elderly, sued one of its tenants, Alvin Alexander Hunt, for restitution of his leased premises pursuant to V.I. Code Ann. tit. 28, § 781 et seq. Sunny Isle alleged that Hunt, who received a government rent subsidy, refused to execute required forms resulting in the loss of his subsidy, and that he thereafter failed to pay his increased rental obligation. Hunt, appearing pro se, denied Sunny Isle's allegations. The matter came before the Court for trial without a jury on September 23, 1997. For reasons which follow, the Court finds that Sunny Isle is entitled to restitution of the premises.

I. FACTS

The evidence at trial showed that Hunt occupies apartment 353 at Sunny Isle's facility pursuant to a lease agreement between the parties. Although the lease provides that Hunt's total rent is \$674, it also states that Hunt's rental payments are subsidized by the Department of Housing and Urban Development ("HUD"). Accordingly, under the lease, Hunt is only required to pay \$63 per month and the remaining \$611 "shall be payable by or at the direction of HUD as Housing Assistance Payments, on behalf of [Hunt]."¹

The lease also contains provisions which authorize Sunny Isle to terminate the lease under certain circumstances. Specifically, it provides that "whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below."² "Material noncompliance," as defined under the lease, includes the "failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 750, or knowingly providing incomplete or inaccurate information)."³

According to Sunny Isle's manager, effective August 1, 1996, Hunt was recertified to receive his subsidy for the following year. As part of the recertification process, Hunt signed

¹ Pl.'s Ex. 1 at paragraph 5.

² Pl.'s Ex. 1 at paragraph 9 (b) (2).

³ Pl.'s Ex. 1 at paragraph 9 (d).

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various forms verifying his household income and necessary expenses. In November, 1996, Sunny Isle received two additional forms which HUD required a subsidy recipient to sign in order to maintain his or her certification. One form, HUD-9887, authorizes HUD and the Public Housing Agency to obtain eligibility information from various governmental agencies. Similarly, the second form, HUD-9887-A, authorizes Sunny Isle to request eligibility information from third parties. The instructions on both forms clearly state that the recipient is required by law to sign them and that the failure to do so may result in the termination of assistance.

The evidence is clear and it is undisputed that Hunt refused to sign at least one of the forms. Evidence presented by Sunny Isle shows that on November 7, 1996, the resident manager notified Hunt in writing that he needed to come into the office to sign the forms. On November 19, 1996, after Hunt failed to comply, Sunny Isle's manager sent him another notice. Hunt again failed to comply, and the manager sent him similar notices on the 4th, 10th, and 12th of December, 1996, and on January 2, 1997. Sunny Isle's manager testified that, in addition to providing Hunt with these written notices, her regional manager and a HUD official met with him, explained the forms and stressed that he was required to sign them.

Hunt did not dispute that he received the notices from Sunny Isle. According to Hunt, he refused to sign the forms because he was recertified in August, 1996, and he did not believe he should be required to sign any additional forms until his next annual recertification. As a result of Hunt's failure to sign either one or both forms, his housing assistance was terminated and he was required to pay the full amount of his rent. After Hunt failed to pay the full rent for the next five months, Sunny Isle sent him a notice to quit the premises and filed the instant action.

II. DISCUSSION

Sunny Isle filed this action pursuant to the United States Virgin Island's forcible entry and detainer statutes. These statutes give "a right of action for forcible entry and detainer when forcible entry is made upon any premises, or when an entry is made in a peaceable manner and the possession is held by force." Inter Car Corp. V. Discount Car Rental, 21 V.I. 157, 159 (Terr. Ct. 1984) (citing V.I. Code Ann. tit. 28, § 728 (1975)). Such "is a summary action, maintainable without legal costs for legal fees where there is little or no complexity or largeness as to the issues." Inter Car Corp., supra at 160. Though the Court believes that this case would have been more appropriately filed as a civil action for eviction outside the authority of the forcible detainer statute, it concludes that Sunny Isle is nevertheless entitled to possession of the premises under the clear terms of the lease.

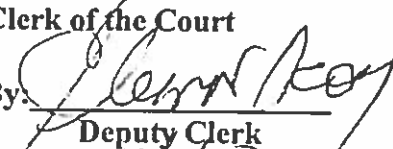
As stated above, the lease provides that Hunt's failure to timely supply all required eligibility information constitutes material noncompliance authorizing Sunny Isle to terminate the agreement. It is clear from the instructions found on the face of the two subject HUD forms, as well as the testimony of Sunny Isle's resident manager, that Hunt was required to supply Sunny Isle with executed copies of both forms. Similarly, 42 USC § 3544 (b) requires that a housing assistance program participant execute the forms as a condition of continuing eligibility. Under these circumstances, the Court concludes that Hunt's failure to sign and return the HUD forms constituted grounds for Sunny Isle to terminate the lease. Hunt's refusal to sign the forms further resulted in the termination of his housing assistance, which in turn increased his rental obligation. His failure to pay this increased obligation also constitutes grounds upon which Sunny Isle is entitled to restitution of the premises. See V.I. Code Ann. tit. 28, § 789 (1) (1975).

III. CONCLUSION

Based on the foregoing facts and authority, the Court concludes that Hunt's failure to sign and return the required HUD forms resulted in the termination of his housing assistance and constituted a material noncompliance with the lease which is grounds for termination. Hunt's failure to pay his increased rental obligation similarly constitutes grounds requiring the Court to restore possession of the premises to his landlord, Sunny Isle. Though this is the required result, the Court is compelled to note in closing that it is a truly unfortunate outcome which Hunt could have easily avoided by simply signing the HUD forms.


MARIA M. CABRET
Territorial Court Judge

ATTEST:
YVONNE V. WESSELHOFT
Clerk of the Court

By: 
Deputy Clerk

Dated: 10/16/98