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Private Takeover of Public Housing Puts Rights at Risk in New York City

A New York City program that privatized control and management of some public housing lacks adequate oversight and protections for residents rights, Human Rights Watch said in a report released today.

Work permits are displayed in front of the New York City Housing Authority's Ocean Bay Apartments Bayside complex during renovations, part of the US Housing and Urban Development Rental Assistance Demonstration program, in the Queens borough of New York, US, on Tuesday, July 17, 2018. 2018 Bess Adler/Bloomberg via Getty Images

A New York City program that privatized control and management of some public housing lacks adequate oversight and protections for residents rights, Human Rights Watch said in a report released today.

[331] is like, no, you're NYCHA, but then when you call NYCHA, they're like, No, you're that Reliant [the property management company]. So you're falling in between and you're in this grey area where it's like, where am I?

Around 2 million people in the United States call public housing home. Owned and typically operated by government entities, it is a crucial source of deeply affordable and stable housing for low-income individuals, and particularly for people of color, single mothers, people with disabilities, and older people. Yet over the last 20 years, the federal government has dramatically slashed annual funding for repairs and everyday operations.

In 2021, the overall budget of the US Department of Housing and Urban Development (HUD) was \$69.3 billion, of which \$2.9 billion was allocated for major repairs to public housing. Adjusted for inflation, this amount is around 35 percent lower than the capital funding allocation in 2000, which in 2021 dollars would be worth \$4.5 billion

These cuts have severely impacted both the availability and the habitability of housing. It has forced residents to live with heating system and plumbing failures, water leaks, pest infestations, peeling lead paint, and harmful mold. Years of deferred maintenance has caused the cost of repairing these homes to skyrocket. Each year, between 8,000 and 15,000 units of public housing in the US are lost to deterioration.

Rather than urgently invest in saving these homes, Congress has continued to steadily divest from public housing while increasing funding for housing programs that rely on the private sector. This shift is expressed in the 1998 Quality Housing and Work Responsibility Act (QHWRA), which introduced sweeping reforms, including doing away with a requirement to replace each public housing unit demolished with a new one. The QHWRA also amended the original preamble to the 1937 US Housing Act, which largely started the United States modern public housing program, and which declared the policy of the US to be to assist the several States and their political subdivisions to . . . remedy the unsafe and insanitary housing conditions and the acute shortage of decent, safe, and sanitary dwellings for families of low income. The QHWRA, by contrast, proclaimed that the role of government would be to promote and protect the independent and collective actions of private citizens to develop housing.

However, many very low-income families continue to rely on public housing. For example, New York City Housing Authority (NYCHA) accounts for over half of all homes affordable to those in New York City with incomes at or below 30 percent of the area's median income, whom HUD classifies as extremely low income. To maintain the habitability of their homes, local housing authorities have been forced to turn to alternative financing strategies. One of these strategies is a federal program called the Rental Assistance Demonstration (RAD), that allows housing authorities to convert their public housing to more stable subsidy programs that are typically used to finance private-sector affordable housing, allowing them greater access to private financing.

This report documents the implementation of this program by NYCHA, which has by far the largest public housing stock in the country. Under the program, rebranded as Permanent Affordability Commitment Together (PACT), NYCHA has privatized the management of a portion of its housing developments and leased those buildings to private developers, giving them a direct stake in the revenue public housing generates.

Examining this program is of particular importance at this moment, as the Covid-19 pandemic has shone a light on the extent of financial precarity and housing insecurity in the United States. Millions of tenants across the country have fallen behind on rent as a result of the pandemic's economic impacts, and the populations served by public housing have been hit especially hard. In August 2021, the US Supreme Court deemed the federal governments eviction moratorium unconstitutional while New York state has sought to maintain protections for tenants with an eviction moratorium that extended until January 15, 2022.

Rents in US public housing are federally capped at 30 percent of a household's income, but this can still place a significant burden on residents with very low incomes. Many still fall behind on rent, putting them at risk of being displaced once eviction protections expire. As of October 2020, NYCHA reports that nearly 40 percent of NYCHA households are in arrears.

Based on research conducted between October 2020 and October 2021, this report finds that PACT has negatively impacted the right to housing of low-income residents by leading to a reduction in oversight and crucial protections for tenants' rights, including the loss of a federal monitor overseeing a previous settlement with NYCHA. Inadequate government oversight and avenues for redress may render tenants more vulnerable to other violations of their rights, such as increased evictions leading to a loss of housing or ongoing habitability issues.

With NYCHA converting its first building under PACT in late 2016, PACT is a relatively new program, and various factors make it difficult to draw clear conclusions about the long-term impacts of PACT on evictions and habitability. Many PACT conversions occurred while a moratorium on evictions was in place due to the Covid-19 pandemic, and as such, the impact of these conversions on evictions is unknown. PACT has led to buildings receiving sorely needed upgrades and repairs, alleviating maintenance issues that plagued the buildings when managed by the cash-strapped NYCHA. However, the ability of new private managers to adequately maintain the buildings will become most clear as PACT buildings age and their now-new systems themselves require upgrades or replacement.

Despite the difficulties of drawing clear long-term conclusions about the impacts of PACT on tenants, the report documents apparently significant increases in evictions in two developments which together house 6,500 people. In addition, tenants Human Rights Watch interviewed described various concerns in PACT developments, such as feeling pressured into signing leases without fully understanding them, ongoing habitability issues and potentially dangerous construction practices, a lack of access to services, and difficulties in obtaining redress in several developments. PACT developers generally disputed these claims, but they underscore the importance of effective oversight and redress mechanisms.

Most conversions took place just prior to or while the eviction moratorium has been in effect. The increase in evictions in two developments, combined with the reduction in oversight and protections for tenants under PACT, raises concerns about the possibility of a new wave of evictions following the end of the moratorium.

RAD was a program developed by HUD in response to consistently inadequate congressional appropriations and was authorized by Congress in 2012. Conventional public housing is funded by annual grants under Section 9 of the US Housing Act, but RAD allows PHAs to convert housing from Section 9 to subsidies under Section 8 of the Housing Act. Section 8 is typically used to subsidize private sector low-income housing and provides for both tenant-based and project-based rental assistance. For tenant-based assistance, tenants receive vouchers that they can use to find housing on the private market. For project-based assistance, HUD enters into long-term contracts with owners of specific housing complexes, providing a subsidy that covers the gap between what a tenant can afford and the market rent of that housing. RAD utilizes project-based Section 8 subsidies.

While both Section 8 and Section 9 are subject to annual congressional appropriations, Congress has, especially since 2000, chosen to increase appropriations to subsidize private housing under Section 8 while at the same time reducing public housing funding under Section 9. Switching to Section 8 also allows PHAs to better access private financing, as well as other public subsidies which are typically reserved for the private sector. While this enables PHAs to access financing for long-underfunded housing, in some cases, it has led to significant private-sector involvement in the operation and financing of public housing. Some PHAs have used RAD to transfer ownership and management of their housing to private entities, which in turn profit from the rents and federal subsidies.

NYCHA utilizes RAD in a program called Permanent Affordability Commitment Together, or PACT. Under PACT, NYCHA leases some of its public housing to private developers for 99 years and outsources the management of these developments to private companies.

Despite the concerns of various housing advocacy organizations that there has been insufficient oversight of RAD's impacts on tenants, Congress has chosen to expand the program rather than sufficiently fund public housing directly. Congress originally capped the total number of homes eligible for RAD at 60,000 nationally, but has repeatedly increased this limit, which now stands at 455,000, or about 40 percent of all public housing apartments in the US. Beginning in 2016, NYCHA has utilized RAD to privatize the management of around 9,500 apartments, and ultimately plans to convert one-third of its public housing homes to as many

as 136,000 people under PACT.

Despite being promoted as a way to attract private dollars to repair public housing, public money is crucial to financing RAD deals. HUD has, previously, touted leverage ratios (i.e., how many dollars of external financing is raised for each dollar of RAD subsidy) as high as 19:1. However, after the Government Accountability Office (GAO) criticized their methodology, HUDs reevaluation found that for every \$1 of publicly held or subsidized funding, just \$0.29 of in private, unsubsidized financing was raised.

The conversion of properties to PACT has been accompanied by insufficient oversight and has resulted in the loss of several specific protections that apply to NYCHA housing.

Following a lawsuit brought by the federal government concerning the dire conditions in NYCHA housing and NYCHAs systematic underreporting of those conditions, NYCHA agreed to a settlement that instituted a federal monitor to oversee the authorities compliance with federal law. The settlement agreement set out a number of reporting and compliance requirements regarding mold remediation, lead paint abatement, elevator and heat outages, and pest infestations. The monitor has enforcement powers and can order remedial directives in the event that NYCHA fails to comply with its obligations under the agreement. But PACT properties are largely exempt from the obligations of this monitor agreement.

In addition, following a lawsuit brought by tenants alleging that NYCHA had a pattern or practice of miscalculating residents household income and overcharging them for rent, NYCHA entered into a settlement agreement which will institute various eviction protections starting in January of 2022 and lasting for three years. In particular, NYCHA will be prohibited from starting an eviction proceeding either while a residents request that NYCHA adjust its rent calculation due to a loss in income is pending or while a resident has an open grievance concerning NYCHAs rent calculation. This settlement does not apply to PACT properties.

Tenants legal recourse in PACT properties is insufficient. PACT tenants can bring cases under New Yorks landlord-tenant law and have enforceable rights under PACT leases which provide procedural protections from eviction and which prohibit eviction unless there is good cause. However, tenants cannot enforce the NYCHA and PACT developers obligations under the contracts underlying PACT transactions. These contracts contain a number of key provisions concerning resident rights as well as obligations on PACT partners to make needed repairs to tenants apartments. When residents sue to obtain repairs, NYCHA has tried to disclaim its responsibility for ensuring that maintenance is carried out in PACT developments.

Many NYCHA residents are concerned about how involving private companies in the operation and financing of public housing will impact them. Monopoly is being played with our lives, said Cesar Yoc, a NYCHA resident in the Bronx, referencing the multi-player economics-themed board game. Thats what the fight is, to protect us from investors who dont give an F about us. On paper, aside from the NYCHA-specific protections discussed above, tenants in RAD housing nationally have essentially the same rights as those in public housing. But in practice, property managers have significant discretion over evictions and other decisions that may have far-reaching impacts on tenants lives. Many tenants worry that PACT managers will be more likely to evict them if they fall behind on rent, which could lead to homelessness or a loss of adequate housing. This is much different than NYCHA, private management means they can boot you when they want, Donovan Richards, Queens Borough President, warned NYCHA residents during a presentation on RAD.

NYCHA does consistently and publicly disclose comprehensive eviction data, either for its own buildings or in PACT housing. In response to a request from Human Rights Watch, NYCHA provided data indicating that two of the six PACT conversions which together account for nearly half of the apartments converted before February 2020, one month before New York enacted a moratorium on evictions saw substantial increases in evictions after conversion.

The other four PACT conversions were not associated with higher evictions, and it is not possible based on the existing data to draw conclusions about whether PACT conversions are generally likely to lead to more evictions. Nonetheless, these cases offer a cautionary tale about ways in which the process of conversion could lead to negative impacts on housing rights if adequate safeguards and oversight arent built into the program.

At Ocean Bay (Bayside), which is home to over 3,700 people and comprises around 15 percent of all PACT converted homes, multiple residents told Human Rights Watch that the new private management was more aggressive concerning eviction. They put you out faster, one resident said. Eviction data from NYCHA and the PACT developer for Ocean Bay indicate that eviction rates increased in the years following conversion, and that eviction rates for both for non-payment and other reasons are significantly higher than the NYCHA average. Data for one other large conversion, Betances in the Bronx, indicate that evictions increased post-conversion.

RDC Development LLC, the PACT developer for Betances and Ocean Bay (Bayside), told Human Rights Watch that, before a household is evicted, they work with residents on a case-by-case basis to set up payment plans and refer residents to programs that can provide assistance for rent or other expenses.

It is hard to evaluate the full effect of PACT, given the number of sites and the variety of entities involved, and because nearly half of all apartments converted either immediately before or during the Covid-19 pandemic, when an eviction moratorium was in place. But the elevated eviction rates in two developments raise concerns as to whether there are adequate safeguards to mitigate the risk of increased evictions that result in homelessness or are otherwise inconsistent with international human rights standards

The economic recovery from the Covid-19 pandemic has been unequal, with low-income people still severely affected by the downturn. Residents in PACT developments could be especially vulnerable to losing their homes following the expiration of the moratorium on January 15, 2022. The lack of more affordable housing options means that many tenants face homelessness if they are evicted.

The purpose of RAD is to reverse public housings slide into dilapidation due to chronic underfunding. NYCHA has faced mounting problems with peeling lead paint, failing heat systems, and harmful mold, which can exacerbate respiratory health conditions such as asthma. In some PACT developments, residents told Human Rights Watch that their living conditions improved. However, others reported that serious issues persist.

Some residents told Human Rights Watch that they are still dealing with failing heat. Others described repairs being carried out in an unsafe manner, potentially exposing residents to lead paint or asbestos. Others said that renovations were done cheaply and worry that their homes will soon fall into disrepair. I dont know if their issue is also money? Somehow, they are still being frugal, I guess, Sonyi Lopez, a PACT resident in the Bronx, said. PACT developers generally disputed these claims in response to questions by Human Rights Watch.

It is not possible based on the findings of this report to draw conclusions about the overall effect of PACT conversion on housing conditions, but tenants expression of concerns underscores the importance of ensuring effective oversight and accountability mechanisms to address them.

Several tenants described the PACT conversion process as rife with confusion. Some of the residents Human Rights Watch interviewed said they did not understand their lease terms and were not provided with either translated drafts of leases or a copy of what they signed, though each PACT developer that Human Rights Watch questioned about translations stated that draft leases were provided in multiple languages.

After conversion, PACT tenants no longer have access to the same NYCHA resources or federal oversight mechanisms, leaving many residents struggling to make complaints, request repairs, or obtain emergency transfers due to crime or abuse. Many PACT tenants stated that they either lost their social service providers or that such providers were either nonexistent or had little presence at their development. I called my social worker [at NYCHA] and she told me that she had nothing to do anymore with this building, one PACT resident in Manhattan said. All PACT developers told Human Rights Watch that residents at PACT developments had access to social service providers.

Adequate housing is a human right guaranteed by the International Covenant on Economic, Social, and Cultural Rights (ICESCR). The United States has signed, but not ratified, the ICESCR, meaning that the US government is obligated to refrain from actions that undermine its object and purpose.

US policy has persistently undermined the right to housing by reducing funding to both public housing in particular and to all forms of housing assistance generally. People with low incomes in the US face persistent shortages of affordable housing, as the federal budget authority for all low-income subsidized housing programs is lower today than it was in 1978. As a result, the US needs millions more affordable homes to meet the needs of low-income households. Nationally, applicants spend an average of 21 months on a PHAs waitlist before being accepted into public housing, but steep cuts have resulted in homes that are unsafe or unfit for those lucky enough to receive assistance.

Under the ICESCR, governments should take steps to fully realize the right to housing, and retrogressive measures, such as funding cuts to housing programs, need to be fully justified. Especially given the increasing need for affordable housing in the US and the federal governments failure to provide sufficient subsidized housing in any form, the inadequate funding of public housing is an unlawful, retrogressive measure under international human rights law.

Public housing is a critical resource for those with low incomes, who, in the US, disproportionately consist of Black and brown people, as well as people with disabilities. Public housing is also crucially important for older adults, who are especially likely to face high rental cost burdens on the private market.

The vast majority of NYCHA residents are Black or Latinx, many of whom entered public housing following a history of displacement. The disinvestment in public housing, and failure to create adequate alternatives, threatens a crucial source of stability for these households, deepening the structural discrimination they already experience and exacerbating existing disparities.

Regardless of whether it is public or private, under international human rights law, housing needs to be adequate. As explained in the authoritative general comments of the Committee on Economic Social and Cultural Rights the expert body charged with interpreting and monitoring state compliance with the ICESCR this means that it should be affordable and protect occupants from cold, heat, rain, and other threats to health. Residents should have sufficient legal protection from forced evictions. Evictions should not leave a resident vulnerable to homelessness or other violations of human rights. An eviction order should only be granted if an independent authority determines that the legitimate grounds the eviction outweighs the potential consequences for the tenant.

The United States needs to urgently address the lack of adequate housing for those with low incomes. Sufficiently funding the public housing program would largely obviate the need for measures such as RAD and, with adequate oversight, can ensure that public housing residents have homes that are habitable as well as stable and affordable. To the extent RAD continues to be a major focus of housing policy in New York City, it is critical that policymakers significantly improve oversight and introduce effective mechanisms for holding PACT developers accountable and protecting the right to housing.

This report examines the impacts of the Rental Assistance Demonstration (RAD) on New York City residents of public housing owned by the New York City Housing Authority (NYCHA). RAD is a federal program that has led to the greater involvement of for-profit companies in managing public housing developments.

In researching this report, Human Rights Watch reviewed data and reports from the US Census Bureau, the US Department of Housing and Urban Development (HUD), NYCHA, and various housing policy organizations. These sources detail funding allocations for various housing programs, demographic information on public housing residents, eviction rates, and the impacts of funding reductions on living standards.

Human Rights Watch interviewed 40 people for this report, between January and June 2021, including 17 residents across five NYCHA housing developments that had recently undergone RAD conversions. Human Rights Watch also interviewed 10 current and former residents across nine different non-RAD NYCHA housing developments, one of whom was also interviewed for her expertise as a lawyer working on housing. Most residents we spoke with were women of color. Over 90 percent of NYCHA residents are Black or Latinx, and over 75 percent of NYCHA households are headed by women.^[1]

In addition, Human Rights Watch interviewed 15 housing policy specialists, lawyers, and activists, as well as one private developer managing a NYCHA development.

Most interviews were conducted by videoconferencing. Some interviews were conducted in person. Research for this report was conducted during the Covid-19 pandemic, with staff taking precautions to minimize the risk of transmission. Most in-person interviews were kept brief and narrowly focused, to minimize exposure.

All interviewees freely consented to the interviews. Human Rights Watch explained to them the purpose of the interview and did not offer any remuneration.

Human Rights Watch spoke with Greg Russ, Chairman and CEO of NYCHA and Johnathan Gouveia, NYCHAs Executive Vice President of Real Estate Development, and Vicki Been, Deputy Mayor for Housing and Economic Development for New York City. We also wrote letters to the companies which develop and manage various PACT developments across New York City, outlining concerns and providing an opportunity to respond.

The US Congress has subjected public housing to what is owned and typically operated by a city or county government agency called a public housing authority (PHA) to devastating funding cuts over the last two decades.

Because public housing serves a low-income population and rents in public housing are capped at 30 percent of household income, rental income alone is insufficient to finance ongoing maintenance and major repairs. PHAs thus rely on subsidies. The primary sources of funding for PHAs are two congressionally authorized funds: the capital fund, used for large repairs, and the operating fund, used for routine maintenance and operations.^[2] Both have been drastically cut since 2000, risking the rights to adequate housing of the around 2 million people living in the over 950,000 public housing apartments nationwide.^[3]

In 2021, the overall budget of the US Department of Housing and Urban Development (HUD) was \$69.3 billion, of which \$2.9 billion was allocated to the public housing capital fund.^[4] Adjusted for inflation, this amount is around 35 percent lower than the capital funding allocation in 2000, which in 2021 dollars would be worth \$4.5 billion. These cuts to the capital fund did not begin in 2021 but have largely persisted since 2000.^[5]

These cuts reflected a turn away from public housing in favor of programs which subsidize the private sector, a turn encapsulated by the 1998 Quality Housing and Work Responsibility Act (QHWRA). The QHWRA proclaimed that the policy of the US is that the Federal Government cannot through its direct action alone provide for the housing of every American citizen, or even a majority of its citizens. Rather, the role of government would be to promote and protect the independent and collective actions of private citizens to develop housing.

The QHWRA made it easier for PHAs to demolish public housing by allowing PHAs to use capital funding to tear down their developments and by formally repealing the requirement that for each unit demolished a new unit must be built.^[6] The act also contained the Faircloth Amendment, which barred PHAs from using federal funds to construct new public housing if it would result in the PHA having more public housing units than it did in October 1999.^[7] While the Faircloth Amendment did not itself cut funding, it gave formal legal expression to the federal governments abandonment of public housing. The Faircloth Amendment is the Magna Carta of federal disinvestment, Victor Bach, Senior Housing Policy Analyst at the Community Service Society in New York City, a nonprofit organization advocating for policies that benefit those with low incomes, explained to Human Rights Watch. It really shows Congress attitude toward public housing . . . the idea was to reduce the number of public housing units nationwide.^[8]

Faced with few resources to fix or upgrade apartments or crucial building systems such as plumbing, heating, and elevators, the deterioration of the public housing stock has spiraled out of control. Nationally, between 8,000 and 15,000 public housing apartments have been closed or demolished each year because they are no longer habitable.^[9] The number of public housing apartments peaked in 1994 at around 1.4 million and fell to around 1.3 million by 2000.^[10] Since then, this number has fallen by around 310,000,^[11] but years of deferred maintenance where major repairs are postponed have increased the cost to repair the over 950,000 homes that remain. According to the National Association of Housing and Redevelopment Officials, at least \$70 billion is now required to meet the accumulated repair needs of the public housing stock and ensure safe, habitable homes for residents.^[12]

Congress has also consistently failed to adequately fund the public housing operating fund, which finances daily operations and maintenance. HUD determines each PHAs operating subsidy using a formula, which identifies the amount of operating support each PHA needs to cover the gap between its rental income and operating costs.^[13] However, between 2000 and 2019, in only 3 years (2002, 2010, and 2011) did Congress provide sufficient funding to allow HUD to provide PHAs the full amount for which they were eligible under HUDs formula and which was necessary to cover this gap.^[14] In absolute terms, the operating fund has been increased in recent years. Congress allocated \$4.8 billion to the operating fund in 2021, about equal, when adjusted for inflation, to what Congress allocated in 2000. ^[15] Even this amount, though, is around 4 percent less than what PHAs need under HUDs formula,^[16] and fails to make up for the cumulative losses caused by repeatedly inadequate appropriations.

Funding for public housing, historically, has been almost exclusively provided by the federal government.^[17] In some cases, states and localities have provided additional funding for repairing and operating public housing,^[18] though these have not made up for the cuts in federal funding to PHAs, as capital needs continue to grow.^[19]

These cuts have occurred despite the immense need for housing assistance for low-income people. The number of extremely or very low-income households those with incomes below 50 percent of their metropolitan areas median income stands today at nearly 18 million, around 3 million more than in 1999.^[20] Nearly 80 percent of such households are cost-burdened, spending more than 30 percent of their income on rent and utilities.^[21]

The federal and state cuts devastated the New York City Housing Authority (NYCHA), which, like other PHAs, receives most of its public housing funding from the federal government and relies on such subsidies to cover the gap between resident rents which are capped at 30 percent of household income and their operating and maintenance costs.

Had federal capital funding remained at 2001 levels (\$619 million in 2020 dollars), NYCHA would have had an inflation-adjusted cumulative total of \$2.87 billion in additional capital funding between 2001 and 2017.^[22] Like other PHAs, NYCHA has faced consistent federal operating funding shortfalls since 2000, where the operating subsidy NYCHA received was less than they were eligible for under HUDs formula and insufficient to cover the costs of basic operations. These shortfalls forced NYCHA to run deficits, reduce staffing, and forgo necessary maintenance.^[23]

New York City funding for public housing has been stagnant, whereas state funding has dropped precipitously. Between 2002 and 2017, the city governments capital support for NYCHAs public housing totaled around \$586 million, a small fraction of the amount the city spent on private-sector affordable housing initiatives often aimed at those with higher-incomes than public housing residents.^[24] In addition, unlike most other PHAs, some of NYCHAs public housing was constructed using state funds, and as such, it was ineligible for federal support under Section 9 and relied on ongoing support from the state. However, in 1998, at the urging of then-Governor George Pataki, the state government terminated operating support for the units constructed using state funds. This lack of state support forced NYCHA to use its already stretched federal resources to maintain now-unfunded state units.^[25] In addition, New York state provided no capital funding between 2002 and 2014 for either state-built developments or for NYCHA housing that was built under the federal Section 9 program.^[26]

As a result of consistently inadequate funding, NYCHA has been unable to make needed repairs and upgrades to its aging housing stock and basic operations have been imperiled. Multiple NYCHA residents told Human Rights Watch that their living conditions have steadily deteriorated over the last two decades. They described being forced to endure unsafe conditions, including leaks, harmful mold, infestations, failing heat, and peeling lead paint.^[27] Often, they wait weeks or even years for repairs.

As the chart below illustrates, like other PHAs over the last two decades, NYCHA has consistently faced federal operating fund shortfalls and declining federal capital support. These cuts coincided with an increase in NYCHA households reporting major deficiencies such as water leaks, failing heat, peeling paint, and the presence of rodents. Between 2005 and 2017, NYCHA homes went from having comparable or lower deficiency rates than private-sector low-income housing to having rates over twice as high.^[28] Public housing that worked became public housing that was dysfunctional, Bach told Human Rights Watch. ^[29]

Greg Russ, Chair and CEO of NYCHA, provided Human Rights Watch an example of how the lack of capital funding has forced the authority to defer needed upgrades, which in turn drives up the cost of routine maintenance. In a unit that has been well-maintained which includes capital I can send a mechanic to fix a leak, Russ said. However, to fix a leak in a NYCHA building, multiple workers from different trades are needed, leading to higher costs and longer delays. Moreover, lacking the money to replace major building systems, NYCHA must have parts specially manufactured since the systems are so old the parts for it are no longer produced. For NYCHA, the lack of capital is not only increasing the deterioration of buildings, Russ said. It is driving the cost of everything up, so that its also impacting the operating budget in a negative way. ^[30]

As part of an agreement, discussed below, following a lawsuit between the federal government and NYCHA concerning deteriorating conditions, New York City has committed to providing \$2.2 billion in funding for NYCHA between 2019 and 2028.^[31] This is a substantial increase from previous funding levels, which totaled just \$462 million over the previous ten years.^[32] The state has also committed \$450 million in funding since 2019.^[33] Yet given decades of deferred maintenance, much more funding is now needed to halt the decline in living conditions caused by the worsening state of its housing. NYCHA estimates that over \$40 billion is required to fully address the repair needs of its public housing, and this figure could grow to nearly \$70 billion by 2028.^[34] Unless sufficient funding is found, there is a significant risk that NYCHAs buildings will continue to deteriorate, and many of its residents will continue to live in conditions that NYCHA has recognized are uninhabitable.

In public housing, tenant rents are capped at 30 percent of household income. As such, in a city with a high cost of living,^[35] NYCHA is a refuge for the lowest income residents of New York, who are finding ever fewer alternative housing options they can afford. While it only comprises 9 percent of New York Citys occupied rental housing stock, NYCHA housing accounts for 57 percent of the units affordable to those with incomes below 30 percent of the area median, and 29 percent of homes affordable to those with incomes at or below 50 percent or less of the area median.^[36] According to New York Universitys Furman Center, measured in constant 2017 dollars, NYCHA public housing accounts for 64 percent of all homes in New York City with monthly rents under \$500, up from 36 percent in 2002.^[37]

Officially, over 350,000 people live in NYCHAs public housing.^[38] However, the true number could be upwards of 550,000, as many NYCHA households have off-lease members who have not been authorized to live in a NYCHA apartment.^[39] The affordability of public housing makes it a critical lifeline for low-income households across New York City. Most NYCHA residents between the ages of 18 and 61 are employed, but their median household income is just \$18,473, compared to \$61,297 in all other types of housing in the city.^[40] Around 92 percent of NYCHA residents are Black or Latinx , and as many as 34 percent have a disability.^[41]

Kristen Hackett, an activist with the Justice for All Coalition and PhD student researching public housing at the City University of New York, told Human Rights Watch that many residents found themselves living in public housing after a series of displacements, both within the context of their own lives and intergenerationally.^[42]

Jasmin Sanchezs story is a testament to this history. Sanchez was raised by her grandparents, who came to New York City from Puerto Rico in 1959. Her grandparents rented an apartment on the Lower East Side, which was demolished as part of an urban renewal project. Her grandparents were then forced to move to another apartment on the Lower East Side, but, according to Sanchez, in the early 1970s, were again displaced after their landlord burned down the apartment building. Such arson was a common occurrence at the time, as landlords abandoned buildings in predominately Black and brown neighborhoods following disinvestment and neglect.^[43] After being displaced a second time, Sanchezs family was able to move into public housing, where they could raise a family. They found permanent housing in public housing, after being hit so hard with horrific housing circumstances due to our government, she says. They no longer had to worry about not having a place to live. ^[44]

There are entrenched racial disparities in US housing, reflecting the structural racism perpetuated and promoted by US government agencies and policies. The practice of redlining in which private lenders and the federal government denied mortgage financing to those in predominately Black or immigrant neighborhoods systemically denied Black and brown people access to homeownership. Moreover, the Federal Housing Administration, which was established to reform mortgage practices and provide mortgage insurances by private lenders, implemented its own permanent systems to preserve and intensify racial segregation.^[45] As of 2021, 45 percent of Black households owned homes, compared to 74 percent of white households.^[46] Black homeowners are also almost five times more likely to own homes in formerly redlined areas than in formerly greenlined areas, which were deemed to be lowest risk for mortgage lenders. These disparities are major components of persistent racial wealth gaps, given that homeownership is crucial to wealth-building in the US.^[47]

Beyond homeownership, there are also racial disparities in the habitability and stability of housing. Black and brown households are far more likely to be rent burdened, evicted, or live in overcrowded or substandard homes.^[48]

The history of public housing cannot be separated from this history of structural discrimination. Many public housing developments were originally constructed as part of slum clearance programs that displaced thousands of Black, brown, and low-income households.^[49] Because public housing was often segregated, in some cases, these programs had the effect of turning formerly integrated communities into segregated ones.^[50] In the mid-twentieth century, pressure from private real estate interests helped place strict income limits on public housing, displacing higher-income tenants.^[51] Combined with white flight driven by racist attitudes and subsidized by federal policies enabling low-cost home ownership for white families ^[52] these changes exacerbated the segregation of public housing and, because rental income dropped, made PHAs more reliant on federal subsidies.^[53] Today, public housing is a critical resource for Black, Indigenous, and other people of color throughout the US. In New York City, public housing has preserved affordable rental housing opportunities for Black and brown residents. ^[54] However, without further structural reforms, public housing cannot itself solve a housing crisis that is influenced by racialized and classist policy choices and which perpetuates segregated housing and the Black-white wealth gap.^[55]

Given its importance as a source of affordable housing for marginalized communities, disinvestment from public housing perpetuates racial disparities in both housing quality and stability. Moreover, beyond the fact that Black, Indigenous or other people of color disproportionately reside in public housing, Black and brown public housing residents have borne the brunt of recent waves of demolition. According to a 2011 study, PHAs across the country systematically chose to demolish public housing developments that had disproportionately high Black occupancy compared with other public housing in their cities.^[56] In addition to the trauma inherent in such displacement, those forced to relocate following demolition often faced increased housing costs and limited improvements in income or employment.^[57]

The Rental Assistance Demonstration (RAD) is a program developed by HUD in response to inconsistent and meagre federal appropriations to the public housing capital and operating funds. Authorized by Congress in 2012, RAD is designed to help PHAs finance large renovations, as well as fund ongoing maintenance and property management.

RAD does not allocate money to the conventional public housing program, which was funded by annual grants under Section 9 of the US Housing Act and by annual congressional appropriations.^[58] Rather, it allows PHAs to fund their developments using long-term contracts governed by Section 8, a program typically used to subsidize private sector housing. In addition, RAD allows PHAs to take advantage of other funding sources, such as federal tax credits, which are also primarily used to finance private low-income housing. In practice, RAD often entails PHAs entering into various types of public-private partnerships, with for-profit entities sometimes assuming responsibility for management, including making repairs, collecting rent, and initiating eviction proceedings.

As the data below shows, although long-term contracts under Section 8 are also subject to annual appropriations,^[59] congressional funding has favored subsidizing private sector housing programs rather than funding public housing. Given this, for many PHAs, the choice is between RAD or possible demolition.

NYCHA utilizes RAD through a program called Permanent Affordability Commitment Together, or PACT. Under PACT, public housing developments are leased to private developers, and private companies take over building management. NYCHA plans to convert one-third of its apartments, or 62,000 homes, over 10 years using PACT. The first NYCHA building converted in 2016, and as of March 2021, around 9,500 homes are under the program.^[60] Residents and advocates are sharply divided over NYCHA's strategy.^[61]

Given the large number of units in NYCHA's portfolio and its importance as a key source of affordable housing in New York City, it is crucial that any changes to these units management protect the affordability of housing and security of tenure while management protect the affordability of housing and security of tenure while simultaneously improving conditions and ensuring accessibility for people with disabilities.

RAD also impacts public housing residents across the US. Congress has greatly expanded the program, increasing the total number of eligible homes from 60,000 in 2012 to 455,000 in 2018.^[62] Based on a Human Rights Watch analysis, given that, on average, 2.1 people live in each public housing apartment, over 950,000 people could be impacted.^[63] Including off-lease tenants, the true number could be far higher.

Citing concerns over oversight, various advocacy organizations have called for Congress to not raise the cap on conversion. The National Low Income Housing Coalition (NLIHC) has called for detailed assessments of the impact of RAD on tenants, recommending that the cap on RAD conversions to remain at current levels until this demonstration has convincingly shown that HUD will rigorously monitor PHA and owner compliance with all tenant protections.^[64]

In response to criticism from the Government Accountability Office (GAO), HUD has developed, or is in the process of developing, mechanisms for monitoring various aspects of the PACT program to ensure compliance with various tenant protections.^[65] In September 2021, HUD announced a complaint mechanism to enable residents of RAD-converted developments, as well as advocates, to raise their concerns with HUD.^[66] However, HUD does not track evictions across RAD properties, nor across any other subsidy program, including conventional public housing, and non-RAD Section 8 housing.^[67] The We Need Eviction Data Now Act, introduced in September 2021 in the US Congress, would require HUD to establish and maintain a national database of evictions, which would include data for HUD-assisted households, including conventional public housing and RAD-converted housing.^[68] HUD did not respond in writing to Human Rights Watch questions about the RAD program.

RAD is a continuation of a trend starting in the mid-1970s with the creation of the Section 8 program, and accelerating since 2000, in which Congress has favored private sector-led programs over direct support for public housing in the US.^[69] This prioritization of the private sector is happening in the context of insufficient overall support for all subsidized housing programs. Throughout the US, there are just 37 affordable and available homes for every 100 renter households with incomes below 30 percent of their metropolitan areas median income (AMI) and just 60 homes for every 100 households with incomes below 50 percent AMI.^[70] Yet while overall budget authority how much HUD is authorized to spend for all HUD programs combined has increased since 2000, Congress appropriates far less to these programs today than it did 40 years ago. HUD's 2021 budget of \$69.3 billion, which is among this highest in the last 20 years, pales in comparison to the compared to \$159 billion (in 2021 dollars) Congress appropriated for HUD in 1978.^[71]

Because of these insufficient appropriations, HUD's actual expenditures are increasingly used to renew existing subsidy contracts rather than add new affordable homes.^[72] Combined with the increase in the number of extremely or very low-income households, this has resulted in a growing gap between the number of low-income households and the number of HUD subsidized homes.

RAD, at its most basic, allows PHAs to change how their public housing developments are financed. The program allows PHAs to convert their developments from the conventional public housing program under Section 9 of the US Housing Act, to a long-term contract under Section 8 of the Act,^[73] a program typically used to subsidize private low-income housing. Doing so allows PHAs to access a funding source that has enjoyed more generous and stable congressional appropriations. Combined with the increased regulatory flexibility of the Section 8 program, this more stable funding allows PHAs to better access financing on the private market as well as utilize other housing subsidies typically used by the private sector, such as tax credits, which are sold to outside investors in exchange for equity to finance construction or renovation.^[74] Like Section 8 itself, tax-credit spending has grown while spending on public housing has declined.^[75]

On paper, the additional resources should help PHAs ensure habitable housing, while provisions in the legislation and regulations governing RAD should ensure that tenants remain protected. In practice, those goals have not always been met, and existing rules governing both RAD and traditional public housing provide those managing housing with significant discretion which can impact tenants.

By utilizing the Section 8 program, RAD allows PHAs to access both private financing, but also substantial public subsidies that, before, were largely reserved for private sector. In doing so, the program, opened the door to significant private sector involvement in the operations, financing, and sometimes the ownership of public housing.

However, it is difficult to make generalizations about the RAD program nationally, as the extent and form of private-sector involvement varies by public housing authority. Various PHAs have transferred ownership and operation of their developments to private, for-profit entities.^[76] When a PHA sells public housing to a for-profit private entity which often occurs in transactions utilizing federal tax-credits the RAD authorizing statute and subsequent HUD notices require either the PHA itself, another public entity, or a nonprofit to retain an interest in the property by, for instance, utilizing a ground lease or retaining certain control rights over the private entity, as approved by HUD.^[77]

Other PHAs, however, have limited the for-profit sectors involvement in the operation of their RAD properties. For example, various PHAs partnered with nonprofits or created single-purpose subsidiaries to assume ownership of converted homes.^[78] and of 20 PHAs surveyed in an evaluation of RAD prepared for HUD, 15 still managed their RAD developments.^[79] Many other PHAs utilized no private funding whatsoever, and simply converted to RAD to take advantage of more stable annual appropriations.^[80]

NYCHA has chosen to almost exclusively privatize the administration of public housing while retaining ownership. The authority typically partners with for-profit developers and utilizes private property managers. Under PACT, NYCHA retains ownership of the land and buildings but leases them to one or more private developers for 99 years. Private management companies manage PACT-converted NYCHA buildings, collect rent, and initiate evictions. NYCHA retains an oversight role, maintaining the waiting lists for PACT developments and monitoring evictions, tenant selection, and repairs.^[81] NYCHA's most recent request for expressions of interest (RFEI), which calls for companies to bid on a PACT contract, requires future PACT development teams to include at least one minority-or-woman-owned or nonprofit developer to help build the capacity of, and increase opportunities for, such developers.^[82]

As of March 2021, nearly 22,000 residents across 50 formerly NYCHA-managed developments have seen their homes converted from NYCHA management to PACT.^[83] NYCHA has partnered with 26 different developers and 11 property management companies to implement the program.^[84] The authority has partnered with for-profit developers in every case but two and utilizes private property managers.^[85]

New York City officials gave a variety of reasons for choosing to work with for-profit interests. Greg Russ, Chair and CEO of NYCHA, told Human Rights Watch that nonprofit developers often lack sufficient capital to participate in PACT conversions.^[86] Johnathan Gouveia, NYCHA's Executive Vice President for Real Estate Development, and Vicki Been, Deputy Mayor for Housing and Economic Development for New York City, told Human Rights Watch that PACT developers have experience developing affordable housing, and that NYCHA is utilizing private property management because of the large size of NYCHA's portfolio coupled with its dwindling resources. Were trying to get to a place where were rationalizing and right-sizing NYCHA, trying to get to a place where we can better serve our residents, Gouveia said.^[87] Been also stated that the competition among private managers creates a laboratory of experiment, from which NYCHA could learn to operate more efficiently.^[88]

This approach gives profit-driven entities unprecedented control over public housing residents, who are among the city's most vulnerable. At time of writing, the program has financed over \$1 billion in repairs and is eventually intended to address nearly \$13 billion in capital needs.^[89]

PACT deals are designed to be profitable for the private sector to incentivize their participation and like other RAD deals, require significant public money. Typical sources of revenue consist of tenant rents, a developer fee, as well as the federal subsidy dollars attached to Section 8 contracts and other federal subsidy programs that NYCHA has utilized to make RAD transactions financially feasible. One of the primary sources of debt financing for these projects are tax-exempt bonds, issued by New York City's municipal housing finance agency, the New York City Housing Development Corporation (HDC).^[90] According to NYCHA's May 2021 RFEI, it requires development partners to contribute 5 or 10 percent of the total development cost minus existing debt, developer fee, and reserves, depending on whether city subsidies are involved.^[91] For the PACT Conversions in the May 2021 RFEI, total development costs range between \$247 and \$380 million.^[92]

However, each transaction is different, and NYCHA does not appear to publicly disclose the financing mix for each transaction. For instance, Johnathan Cruz, Development Project Manager at MDG Design and Construction, a developer for three PACT projects, told Human Rights Watch that the PACT conversion of Betances Houses in the Bronx used long-term Section 8 contracts to secure a mortgage on the development from a private bank, rather than use HDC bonds. Cruz added that the Betances PACT developers contributed 15 percent of the projects costs.^[93]

PACT differs in some respects from other PHAs models for RAD conversions, but its use of public money is typical. An evaluation of RAD prepared for HUD found that, through October 2018, the program had raised \$12.6 billion in total funding.^[94] However, the vast majority of this amount was public money. Proponents of RAD argue that the program uses public dollars to attract high amounts of private investment, and HUD had previously touted leverage ratios (i.e., how many dollars of external financing is raised for each dollar of RAD subsidy) as high as 19:1. However, their methodology was criticized by GAO for erroneously considering certain types of public funding as private.^[95] A final evaluation report on RAD prepared for HUD, incorporating the GAO's criticisms, found that for every \$1 of publicly held or subsidized funding, just \$0.29 of private, unsubsidized financing was raised.

Because RAD is formally budget neutral and does not provide any additional housing subsidy dollars, utilizing other public resources for the program comes at the cost of using them to create or preserve additional affordable housing. A 2021 study, published in *Cityscape*, a scholarly journal published by HUD's Office of Policy Development and Research, found that RADs use of low-income housing tax credits (LIHTCs) constrains the LIHTC programs capacity to expand the supply of affordable rental housing and preserve existing affordable housing outside of the public housing program. ^[96] That same paper noted that funding the public housing capital fund would be the [i]n many ways . . . the simplest and most direct way of preserving the nations public housing ^[97]

Compared to NYCHA's conventional public housing, where NYCHA is essentially the only entity involved in the operation and maintenance, PACT housing involves a number of private entities, in addition to NYCHA. Consequently, some protections resulting from lawsuits against NYCHA no longer apply to PACT developments.

The conversion of public housing to project-based Section 8 under PACT/RAD fundamentally changes who is responsible for ensuring the many, interrelated rights of tenants, Elizabeth Gyori, a staff attorney at Legal Services New York City (LSNYC) who has represented PACT tenants seeking repairs, told Human Rights Watch. Prior to conversion, the public housing authority was ultimately responsible for safeguarding tenants' rights. Under PACT/RAD, responsibility for protecting key rights--such as the right to safe and habitable apartments, the right to income-based rents and due process rights--is spread out among multiple actors, including the private landlord, the management company, NYCHA and HUD.^[98]

In 2018, the US Attorney for the Southern District of New York (SDNY) sued NYCHA, alleging that, since at least 2010, the authority had systematically misled HUD inspectors, underreporting a variety of critical issues, including lead paint, widespread harmful mold growth, pest infestations, lack of heat, and failing elevators.^[99] According to the complaint, NYCHA failed to remediate widespread mold growth, and although NYCHA knew about the risks of lead poisoning, it failed to carry out required visual inspections.^[100] The suit also alleged that NYCHA developed protocols to hide such issues from HUD inspectors, including distributing a Quick Fix Tips guide, which directed staff on how to superficially cover up issues in buildings. It also alleged that workers were not trained in lead-safe work practices, and NYCHA manipulated the work order process to make it appear, falsely, that it was reducing its maintenance backlog.^[101]

As a result of the lawsuit, NYCHA and the SDNY entered into an agreement appointing a federal monitor to oversee the agency to ensure its compliance with federal law.^[102] As part of this agreement, NYCHA admitted to having unsafe conditions in its housing concerning mold, lead, heating, elevators, and pests, as well as to making untrue statements to HUD regarding these conditions, manipulating its work order process, failing to conduct visual lead paint inspections, failing to ensure that staff are trained in lead-safe work practices, and distributing the Quick Fix Tips guide.^[103]

The federal monitor agreement has compliance requirements and standards as well as reporting requirements regarding these issues in NYCHA buildings.^[104] In particular, the agreement lays out detailed protocols for the removal of lead-based paint, and standards for heat, mold, pests, and elevators.^[105] The monitor has full access to NYCHAs data systems and documents, and, in the event of noncompliance by NYCHA, can issue remedial directives which are enforceable if approved by HUD and the SDNY.^[106]

However, while some provisions of this agreement apply to PACT-converted properties, most do not. NYCHA must ensure that lead abatement in converted properties is carried out in accordance with federal regulations, but other portions of the agreement concerning pests do not apply to PACT buildings.^[107] PACT properties also appear exempt from detailed reporting and performance obligations concerning elevators and heating. The agreement merely specifies that NYCHA will transfer 150 elevators and 200 boilers, which are used for heating, to third-party management through PACT, and that developers will replace elevators as needed and replace or repair the boiler and accessory heating systems as needed.^[108]

In 2019, twelve public housing residents sued NYCHA under Section 9 of the US Housing Act, alleging that NYCHA had a pattern and practice of failing to quickly and accurately determine residents incomes, resulting in illegal rent overcharges, since rent in public housing is based on a households adjusted income.^[109] The residents further alleged that these overcharges resulted in improper eviction proceedings being brought against them.^[110] NYCHA disputed the residents allegations, stating that its income review procedures are consistent with federal law.^[111]

In July 2021, a federal court approved a settlement agreement between NYCHA and the residents. While NYCHA did not admit wrongdoing, the settlement contains several protections, which will apply starting in January 2022 and last for three years, for residents who believe they are being overcharged. Firstly, NYCHA cannot commence an eviction proceeding while an interim income recertification in which a resident requests that NYCHA adjust its rent calculation due to a loss in income is pending.^[112] Secondly, NYCHA cannot start an eviction proceeding while a resident has an open grievance concerning NYCHAs rent calculation.^[113] If NYCHA improperly commences an eviction, NYCHA must seek to discontinue the eviction proceeding until the correct rent amount is determined and credits are issued for any past overcharges.^[114]

The *Fields* settlement agreement does not apply to PACT buildings, which are governed by Section 8 of the US Housing Act.^[115] Under PACT, NYCHA still determines, based on household income, how much a resident must pay in rent. For public housing residents, income determinations are made by NYCHAs public housing department, whereas income determinations for PACT residents are made by NYCHAs leased housing department, which also administers NYCHAs Section 8 tenant voucher program.^[116] This means that if NYCHA commits an error in calculating a PACT residents rent, and the PACT developer commences an eviction proceeding, the resident will not have the protection that *Fields* offers to NYCHA residents: freezing eviction proceedings while the rent calculation grievance is resolved.

Multiple PACT residents told Human Rights Watch that they believed that NYCHA erred in calculating their rent, though Human Rights Watch was unable to verify the validity of these claims. However, one resident, Dianna R., saw her rent increase from 30 percent of her income the amount at which rent in both public housing and PACT is capped to over 50 percent.^[117] After she first found it difficult to either obtain an explanation for the increase or have it reduced, NYCHA lowered her rent.^[118] An eviction proceeding was not commenced against Dianna, though such a proceeding would have likely been barred by the eviction moratorium in place at the time due to the Covid-19 pandemic. As discussed below, even if an individual does not ultimately lose their home, even merely commencing an eviction proceeding can have severe consequences on a tenants ability to secure housing in the future.^[119]

Residents legal recourse is also insufficient. Tenants can sue over housing conditions based on New York landlord-tenant law and concerning landlord obligations in their leases. PACT leases contain requirements that tenants have access to a grievance process before they can be evicted and specifies what constitutes good cause for an eviction.^[120]

Additional protections for residents, over and above standard landlord-tenant law, are contained in the contracts between NYCHA and private companies that form the basis of PACT deals. However, only HUD and NYCHA, not residents themselves, have the ability to enforce them.

Under a PACT subsidy contract obtained by NY Commons, a collaboration of nonprofit organizations that catalogs information about publicly owned land in New York City, as well as a template control agreement available on NYCHAs website, developers and managers must maintain the buildings and make ordinary and extraordinary repairs. PACT developers must also meet HUDs federal Housing Quality Standards, minimum standards that all Section 8 housing is required to meet. ^[121] PACT development teams must report information to NYCHA regarding repair times and apartment conditions, and NYCHA can select a new property manager if the existing one is failing to meet its obligations. Finally, these transactional documents require PACT teams to respect various tenant rights under the RAD statute and HUD notices.^[122]

However, because PACT transactional documents explicitly disclaim third-party beneficiary rights, there is no private right of action for tenants to enforce these contractual provisions. Only NYCHA and HUD can enforce them.^[123]

Moreover, Gyori, who has represented PACT tenants seeking repairs, told Human Rights Watch that, when sued, NYCHA has disclaimed responsibility for ensuring repairs, arguing that they cannot be held responsible because if they were to do repairs on the premises, they would be trespassers and would be arrested.^[124] Thats the whole point of doing PACT, is that NYCHA is no longer the day-to-day manager, Lucy Newman, a staff attorney at the New York City Legal Aid Society, told Human Rights Watch. Its to get [buildings] off of [NYCHAs] books.^[125]

Gyori also pointed out that NYCHA has not publicly disclosed all of the transactional documents that underlie PACT deals, which she says can make it more difficult to challenge the actions of NYCHA and PACT developers.^[126]

In a response to a letter from Human Rights Watch, NYCHA stated that it is a fundamental component of the PACT program to bring in another entity, the PACT Partner, to be responsible for rehabilitation and repairs in lieu of NYCHA. They added that NYCHA requires regular reporting from PACT partners on maintenance and repairs and can ultimately replace a PACT Partner if they are not performing to NYCHAs expected standards and/or as required by federal, state, or local codes. ^[127]

Given these issues, many residents feel as though NYCHA is not effectively monitoring PACT conversions. We were supposed to have an overseer, Jeanine Henderson said. You dont have anybody really, really watching.^[128] Justin Cuevas stated that there needs to be a sizeable meeting between NYCHA, tenants, and incoming management, where NYCHA can make clear its expectations and tenants can express their concerns.^[129]

I dont know that there is any particular entity at NYCHA that is overseeing post-conversion issues, Victor Bach, Senior Housing Policy Analyst at the Community Service Society in New York City, told Human Rights Watch. There clearly needs to be a specifically designated oversight entity that monitors [PACT] conversions.^[130] The Community Service Society has called for the creation of an oversight entity, independent of NYCHA and PACT developers, to actively monitor any issues following conversion and which includes seats for resident leaders from converted developments to channel and address emerging resident concerns.^[131]

On paper, both RAD itself and PACT guarantee residents largely the same procedural protections against eviction that they have under traditional public housing governed by Section 9 of the Housing Act.^[132] These provide that eviction may not be arbitrary and may only take place for non-payment of rent, other serious or repeated violations of lease terms, or other good cause.^[133] Before an eviction can be initiated, residents are entitled to an informal grievance procedure, in which they are notified of the grounds for eviction and informed of the evidence against them. Residents are then given the opportunity to present contrary evidence or question witnesses before an impartial hearing officer or staff member.^[134]

However, a key factor in protecting tenants right to housing is NYCHAs exercise of its wide discretion over decisions affecting residents ability to stay in their homes.^[135] For example, NYCHA staff are empowered to develop payment plans to resolve rent arrears and consider mitigating factors when tenants face possible eviction for criminal activity, which includes both violent crimes as well as drug and property offenses.^[136]

The precarity of many tenants can make late payments unavoidable. Although rent for both public housing and PACT residents is capped at 30 percent of income, many tenants still struggle to afford it. In the latest Mayors Management Report, NYCHA reported that around 40 percent of its households over 65,000 families are currently in arrears.^[137] This issue predates the Covid-19 pandemic, as from 2016 through 2019, the percentage of households with arrears increased from 28 percent to 35 percent.^[138] Consequently, many tenants likely face homelessness if they are evicted.

NYCHA can initiate non-payment proceedings with only 14 days notice under its leases, but multiple residents, as well as Sylvia T., a former NYCHA housing assistant, told Human Rights Watch that NYCHA only starts eviction proceedings after a tenant is at least 2.5 months in arrears.^[139] Several residents told Human Rights Watch that NYCHAs leniency depends on the discretion of individual staff, but many reported instances when NYCHA was flexible concerning rent.^[140]

Many residents in both NYCHA-managed housing and privately managed housing under PACT are concerned that private entities will be more likely to evict residents.^[141] Some residents Human Rights Watch spoke with specifically mentioned the example of Ocean Bay, discussed in detail below, which experienced an increase in evictions following its conversion in 2017. Due to the eviction moratorium put in place in March 2020 in response to the Covid-19 pandemic, which remained in effect until January 15, 2022, it is difficult to evaluate whether more recent PACT conversions have been associated with increased eviction rates.

The tenant never wins, only landlords, Jackie Lara, who lives at a NYCHA development slated for PACT conversion, told Human Rights Watch. Because its about money. Everything is money.^[142] Cesar Yoc, a resident in NYCHA-managed housing in the Bronx, expressed a similar concern. Thats what the fight is, to protect us from investors who dont give an F about us, he told Human Rights Watch.^[143] NYCHA appears to be aware of this potential tension between resident stability and the need of its private partners to make returns on their investments. Gregory Russ, NYCHAs chair and chief executive officer, told Human Rights Watch that NYCHA recognized the issue about potentially having a private developer, adding, I want to keep the resident protections because I dont want that model to overwhelm the residents somehow.^[144] NYCHAs plan to rehabilitate the two-thirds of its stock not currently slated for PACT involves transferring its developments to a newly created public agency.^[145]

Each step in the eviction process can have serious consequences for tenants. Formal evictions typically begin with a court filing.^[146] Because eviction filings are public court records, they can appear on tenant screening reports utilized by landlords. Even if tenants ultimately remain in their homes, the filing itself may negatively affect their ability to find housing in the future.^[147] If a court rules in favor of the landlord, they receive an eviction judgment, which enables the landlord to remove a tenant from their home. Having an eviction judgment also negatively affects a residents ability to find future housing and will likely impact ones credit score. ^[148] In some cases, in New York City, these judgments will be executed by marshals, public officers who enforce civil court judgments. However, even after an eviction is executed, tenants who repay their arrears may be permitted to remain in their homes. A permanent eviction occurs when a tenant ultimately loses their home following an eviction judgment. Eviction data that relies on court records may only give a partial picture of tenants housing stability, as some tenants will involuntarily leave their homes without going through this formal court process. This can occur following threats of evictions, a lock out, a mere eviction filing, or harassment by landlords.^[149]

PACT leases permit the new management to begin eviction proceedings for non-payment after 14 days notice, and PACT developers can pursue the developments pre-conversion rent arrears.^[150] Responding to a letter from Human Rights Watch, one PACT developer, RDC Development, said that there is no financial incentive for RDC to evict residents, as we will receive the exact same rent regardless of the tenants income.^[151] The eviction process itself is expensive, and in most cases, under PACT, tenant rent contributions are set at 30 percent of household income. Federal subsidy makes up the gap between the tenants contribution of 30 percent of their income and the total fixed contract rent, set by NYCHA in accordance with HUD requirements, which does not vary based on a households income. ^[152] As a result, there is less of an incentive to evict existing tenants and replace them with higher-income occupants. However, regardless of their household income, tenants must pay 30 percent of their income as rent, and if they fall into arrears, the developer loses revenue. As a result, some developers might believe that aggressively pursuing rent delinquencies, which may lead to more evictions, maximizes the revenue generated by the PACT housing development.

Every PACT developer that Human Rights Watch wrote to concerning eviction rates responded that, before any eviction proceeding is commenced, they conduct outreach to tenants to try to avoid eviction. RDC, the developer for the Ocean Bay PACT conversion, told Human Rights Watch that they are committed to keeping residents affordably in their homes and that eviction is a last resort.^[153]

Russ told Human Rights Watch that, in one PACT development, the incoming private manager agreed to forgive the arrears that tenants had accrued while NYCHA was managing the development.^[154]

Beyond any possible incentive to maximize revenue, the financing structure and operating requirements of PACT housing necessitate diligent rent collection, as the consequences of forgoing rental income could negatively impact both PACT developers ability to meet ongoing maintenance needs and their ability to meet their financial obligations. We have bills to pay, Susan Camerata, principal of RDC Development and chief financial officer of Wavcrest Management, a PACT property manager and development partner, told Human Rights Watch, referencing the fact that as part of the financing for Betances, RDC, the developer, took out a private mortgage.^[155] Camerata also stated that NYCHA too needs rental income to cover its expenses and noted that NYCHA may have been better able to maintain their buildings had they been more diligent

about collecting rent.

Changing rent collection practices are not the only potential cause of possible increases in eviction following PACT conversion. The process of PACT conversion, which entails existing residents signing new leases with the incoming PACT development team, also poses a potential risk to unauthorized off-lease tenants. Especially when the tenant-of-record moves out or dies, such unauthorized residents are, if they are not eligible to remain in public housing, at risk of eviction. A lot of [unauthorized occupancy] gets discovered upon lease signing. Camerata told Human Rights Watch. NYCHAs own staff, who administers the PACT tenants subsidies, is also involved in scrutinizing whether a household contains unauthorized residents.^[156] As discussed in more detail in the section below, even evictions of those residing in for-public housing despite being ineligible for the program can raise human rights concerns.

The following sections focus primarily on permanent eviction rates, where a resident is removed from their home pursuant to a court order. However, as discussed below, this is an important, but incomplete, picture of residents overall security of tenure.

As discussed above, in both conventional public housing and PACT housing, evictions can only occur for good cause. This itself is an exception from New York City landlord-tenant law, which, at the time of this report, allows landlords to refuse to renew a tenants lease even absent good cause.^[157] However, even where good cause protections are applicable, neither federal nor New York City or state law requires a court to examine the consequences of eviction for a tenant before issuing an order of eviction.^[158] By failing to make such an examination, New York law falls short of international human rights standards.

As discussed in more detail in Section V, international human rights law prohibits evictions that place individuals at risk of homelessness or make them vulnerable to further violations of human rights. It further requires that, before an individual is evicted from their home, judicial authorities determine whether the legitimate objective of the eviction is proportionate to the consequences for the rights of the evicted persons.^[159]

These standards apply to all individuals being evicted from their homes, including those who have persistently failed to pay rent and those who, like off-lease tenants, lack a legal entitlement to reside in a given property.^[160]

Given that public housing residents, including those living in PACT developments, often have extremely low incomes, the risk that they will face homelessness following an eviction is high. As discussed below, NYCHA and companies involved in PACT conversions both told Human Rights Watch that they take steps to connect households with social services before initiating an eviction proceeding. However, NYCHA told Human Rights Watch that they do not monitor households once they have been evicted and are no longer part of either PACT or NYCHAs public housing.^[161]

In response to an inquiry from Human Rights Watch, NYCHA provided statistics

attached as an appendix to this report and discussed in detail below regarding permanent eviction rates within their own properties as well as PACT properties. The data NYCHA shared was disaggregated by reason for eviction including both the number of households evicted for non-payment of rent and the number of households evicted for other reasons (referred to as holdovers) providing some broad information on the causes of housing instability in public housing.

NYCHA subsequently published this same data in the September issue of the *NYCHA Journal*, NYCHAs resident-facing newspaper.^[162] Prior to this release, Human Rights Watch was unable to uncover any comprehensive public information concerning the eviction rates either in NYCHAs own housing or in PACT housing.^[163]

Publicly sharing disaggregated eviction statistics is an important step toward transparency and can help residents meaningfully engage with NYCHA regarding the PACT program. However, the data provided only gives a partial picture of residents security of tenure.

First, as discussed below, the information provided to Human Rights Watch by NYCHA fails to account for the effect of the eviction moratorium, in place between March 2020 and January 2022, and consequently may underestimate changes in rates of eviction in certain PACT developments.

More fundamentally, data on permanent evictions can only provide a limited picture of housing stability. Even eviction filings that do not necessarily result in a permanent eviction can have long-term impacts on an individuals right to housing by limiting their ability to find new housing on the private market. If a tenant voluntarily leaves public housing in response to an eviction filing or other threat of eviction, that also may not appear as an eviction in official data, unless a court order is executed.^[164]

If such a resident leaves without informing their developments management, their eviction could be recorded as an abandonment rather than a non-payment eviction.^[165]

In addition, some residents in NYCHA-managed housing can be evicted through an administrative termination of tenancy process, which occurs outside of housing court. Termination of tenancy proceedings can be brought for a variety of reasons, including non-desirability, which includes criminal activity as well as poor housekeeping habits, and chronic rent delinquency, where a resident may be evicted despite having no rent arrears, if they are consistently late in paying rent.^[166]

If the officer presiding over the administrative hearing finds in favor of NYCHA, NYCHA must still get an eviction order from housing court in order to forcibly evict tenants.^[167] However, some residents may leave following the hearing decision, even absent a court order. Human Rights Watch could only find information concerning administrative termination of tenancy proceedings for non-desirability, not for other grounds such as chronic rent delinquency.^[168]

Similarly, in PACT properties, NYCHA, itself, can terminate residents individual Section 8 subsidy, which covers the gap between 30 percent of household income and the rent charged by the PACT development team. Like for public housing residents, grounds terminating a PACT residents subsidy include broad definitions of criminal activity.^[169] For many PACT households, loss of this subsidy would result in their becoming severely rent-burdened and, consequently, place them at high risk of eviction.^[170]

NYCHA should, going forward, disclose regularly updated, comprehensive data regarding *all* stages of the eviction process, from filing to permanent eviction. This data should be disaggregated both by reason of eviction and by eviction process (that is, whether the eviction occurred through an administrative termination of tenancy procedure or through housing court). Such comprehensive information is critical to monitoring the security of tenure of both NYCHA and PACT tenants.

A previous NYCHA program, pre-dating PACT, which transferred management to private companies, led to an increase in evictions, especially in the years following introduction of private actors. In 2014, NYCHA launched the Triborough Pilot Project, which did not utilize RAD, but, similar to PACT, involved transferring developments to for-profit developers and outsourcing management to private companies. Under the Pilot Project, NYCHA transferred ownership of six of its housing developments, or 874 apartments, to a partnership of for-profit developers, in which NYCHA retained a 50 percent stake. C+C Property Management, the property management subsidiary of L+M, one of the project developers, took over operations. Transfer of management occurred in December 2014.

A 2018 report by the Citizens Housing Planning Council (CHPC), a nonprofit housing policy research organization, found that the eviction rate in Pilot Project housing was around four times higher than when NYCHA managed the buildings. Moreover, compared to a control group of NYCHA-managed developments that were similar in location, size, and resident demographics, the 2016 eviction rate was nearly four times greater in Pilot Project housing, 1.0 percent compared to 0.2 percent and turnover was three times higher, according to the same CHPC report.^[171] Ron Moelis, co-founder and CEO of L+M, told the *Wall Street Journal* in 2018 that Sometimes when new management takes over they need to get rid of tenants who are disruptive to others, and that may have led to the slightly higher turnover.^[172]

Responding to letters from Human Rights Watch, C+C management and NYCHA reported that the permanent eviction rate in Pilot Project housing has declined since 2016. The eviction rate was lower than the NYCHA average in 2017, about equal to the NYCHA average in 2018, and higher in 2019. About half of the evictions were for non-payment, while the other half was for unauthorized off-lease tenants.^[173] C+C stated that they work with residents to avoid evictions by processing residents income adjustments, developing payment plans, and connecting tenants with social services and eviction prevention programs.^[174] While C+C did not provide an annualized turnover rate, based on the numbers provided concerning households moving into pilot project apartments, the turnover rate since 2017 appears to be comparable to NYCHAs.^[175]

A video shared with Human Rights Watch showed Queens Borough President Donovan Richards meeting with a group of NYCHA residents to present the PACT program to them. Richards warned residents of the potential changes:

Out of the six PACT conversions, permanent eviction rates in two large developments which together account for around half of the units that converted before February 2020 significantly increased following conversion.^[177] Looking at the PACT portfolio as a whole, the eviction rate was higher than NYCHA-managed housing in 2017, 2018, and 2019.^[178] Data provided by NYCHA, in response to a request from Human Rights Watch, indicates that evictions did not increase across three of the five PACT developments that converted before February 2020, one month before New York State enacted an eviction moratorium.

NYCHAs first RAD conversion was at the Ocean Bay (Bayside) development in Queens in 2016. The Ocean Bay development contains 1,393 apartments and is home to over 3,700 people.^[179] It was leased to the developer MDG and property management company Wavecrest, who together formed the joint venture RDC Development LLC.^[180]

According to information provided to Human Rights Watch by NYCHA and RDC Development, as well as data provided by Wavecrest to Enterprise Community Partners, since conversion in December 2017, there have been 52 total permanent evictions.^[181] Due to the moratorium, there have not appeared to be any evictions since mid-March 2020. RDC did not provide Human Rights Watch with an annual breakdown of evictions, but data provided by Wavecrest in a report by Enterprise Community Partners, a nonprofit affordable housing developer and housing policy organization, indicates there were 50 total evictions at Ocean Bay between January 2017 and August 2019 20 in 2017, 15 in 2018, and 15 in 2019.^[182] Of these 50 evictions, 18 were for non-payment of rent, 26 were holdover evictions, where a tenant either does not sign a lease or breaks lease provisions for reasons other than a failure to pay rent, and 6 were classified as abandonments, where tenants leave without notifying management.^[183] RDCs letter to Human Rights Watch affirmed the accuracy of the Enterprise report.^[184]

These numbers amount to annual permanent eviction rates of 1.4 percent in 2017, and 1.1 percent in 2018 and 2019.^[185] According to data provided to Human Rights Watch by NYCHA, NYCHAs city-wide annual permanent eviction rate for each of these years was 0.3 percent.^[186]

The permanent eviction rate at Ocean Bay, compared to a city-wide NYCHA eviction rate of 0.3 percent, is significant. Breaking down by cause of eviction, Wavecrests report to Enterprise Community Partners stated that 18 of the 50 evictions between January 2017 and August 2018 were for non-payment of rent. There were six non-payment evictions in 2017, seven in 2018, and five between January and August 2019.^[187] This amounts to annual non-payment eviction rates between 0.5 and 0.4 percent.^[188] The data NYCHA provided to Human Rights Watch indicates an annual non-payment eviction rate of 0.1 percent between 2017 and 2019.^[189]

The non-payment eviction rate at Ocean Bay (Bayside) has been significantly higher than the NYCHA average, despite the fact that the rent collection rate the percentage of the total amount of rent owed that is collected was the same at Ocean Bay and NYCHA in 2017 and higher at Ocean Bay in 2018 and 2019.^[190] Moreover, despite the economic effects of the pandemic, Ocean Bays rent collection rate appears to have remained high. NYCHA does not collect data on rent collection rates for PACT properties or on the percentage of PACT households in arrears (referred to as the rent delinquency rate),^[191] though such data could provide information on PACT managers rent collection practices. In a letter to Human Rights Watch, RDC said its rent collection rate is 96 percent.^[192] By comparison, NYCHAs rent collection rate for its Queens developments was 78 percent as of August 2021. RDC also reported a rent delinquency rate of 4 percent, though it was unclear from RDCs letter whether it was referring to the percentage of households with rent arrears or the percentage of total, aggregate rent which was uncollected. Typically, in NYCHA housing, the rent delinquency rate is higher than the percentage of uncollected rent, as households in arrears may only owe small amounts of unpaid rent.^[193]

In addition to being higher than the city-wide NYCHA permanent eviction rate, evictions at Ocean Bay itself appeared to increase following conversion. Adjusting NYCHAs figures to account for the eviction moratorium, there were, on average, 10.9 annual evictions at Ocean Bay in the 4.5 years before PACT conversion, and 16.0 annual evictions in the 3 years and 3 months between conversion and the institution of an eviction moratorium in March 2020.^[194]

In city council testimony in 2021, NYCHA attributed most of the evictions at Ocean Bay to residents abandoning their homes.^[195] However, Wavecrests report to Enterprise Community Partners stated that 6 out of the 50 evictions were due to abandonment.^[196] It is unclear why these apartments were abandoned in the first place. One resident described a neighbor leaving her home and entering a homeless shelter after

receiving a letter threatening eviction, an event that could appear as an abandonment in eviction data, but Human Rights Watch was unable to corroborate this account or to determine the context for any of the other abandonments. NYCHA told Human Rights Watch that an eviction is classified as an abandonment when a household moves out of its apartment without notifying their property manager, and that the circumstances surrounding the moveout are rarely known.[\[197\]](#)

Some of the evictions at Ocean Bay, according to NYCHA officials and the data Wavcrest provided to Enterprise Community Partners, may have been due to some residents not signing new leases with the incoming PACT developer. Greg Russ, NYCHA Chair and CEO, told Human Rights Watch, Some of those terminations came about because families refused to sign the lease, so what do you do with that family? PACT properties do not access subsidy dollars unless a lease is signed.[\[198\]](#)

According to the data Wavcrest provided to Enterprise, 26 of the 50 evictions were due to holdovers, where a tenant either does not sign a lease or breaks lease provisions for reasons other than a failure to pay rent, such as terms pertaining to disturbance of neighbors or poor housekeeping habits.[\[199\]](#) It is unclear from the data how many of the 26 holdovers involved failure to sign a lease, but as is detailed in the next section, some residents described not understanding what new lease terms meant and told Human Rights Watch that NYCHA and the incoming management did not do enough to clarify the process.

According to NYCHA, some of the other holdover evictions may have involved off-lease tenants, who are not authorized by NYCHA to reside in a NYCHA or PACT apartment.[\[200\]](#) Some of these occupants reside with authorized tenants, and, in some cases, continue to reside in a unit even after the tenants on the lease move out or pass away.

NYCHA told Human Rights Watch that it and its PACT Partners conduct extensive outreach to ensure that households understand the requirement that all apartment occupants must be on the lease in order to ensure succession when the tenant of record dies or moves. However, many off-lease residents are not eligible to be added to a public housing lease, potentially placing them at an especially high risk of eviction.

Ineligible, off-lease tenants reside in NYCHA for a variety of reasons. Some mistakenly believe that they are authorized occupants. Others have nowhere else to go and may be excluded from public housing due to, for instance, immigration status, or prior criminal activity.[\[201\]](#) NYCHA has permanently excluded hundreds of residents each year for non-desirability, and can exclude individuals from public housing if criminal charges are merely pending or even if they have been dismissed.[\[202\]](#)

You have the issue of family members that have those who are incarcerated and are let out, said Celine M., a long-term NYCHA resident who recently moved out of public housing. They have no other place to go to, but NYCHA doesn't want a person coming from prison living in NYCHA.[\[203\]](#) In other cases, tenants worry that adding new residents to their lease will make their rent unaffordable. Adding new residents to the household can result in rent increases if the additional resident has a source of income. However, regardless of household size, rents remain capped at 30 percent of adjusted household income.

One resident Human Rights Watch spoke with resides with her spouse, who was not an authorized occupant. She reported trying to add him to the lease but fears that she will face large rent increases due to her spouses additional income and owe back rent from the time he was residing with her without authorization. The inspections and the process requiring residents to sign new leases may lead to many of these unauthorized residents being discovered, and potentially subject to eviction if they do not meet NYCHAs eligibility requirements.[\[204\]](#) If there is no authorized occupant in the household such as where, for instance, the tenant of record dies and unauthorized occupants remain in the unit the federal subsidy for that apartment is terminated.[\[205\]](#)

Some Ocean Bay tenants shared their experiences and observations of PACT with Human Rights Watch. Jeanine Henderson, an Ocean Bay resident for 27 years, said that When they first came in here, it was sad, because there were so many families that were getting evicted.[\[206\]](#)

According to Tina M., based on her experiences and observations, Wavcrest is still quicker to threaten eviction than NYCHA. They put you out faster, she said. Henderson also stated that, until the eviction moratorium was instituted during the Covid-19 pandemic, Wavcrest had been quicker to evict than NYCHA.

Responding to a letter from Human Rights Watch, RDC Development stated that eviction is a last resort and that they are committed to keeping residents affordably in their homes. RDC further stated that they take numerous steps to assist tenants in arrears, including helping residents complete income adjustment forms to lower their rent, working with residents on a case-by-case basis to create payment plans, and referring residents to programs that provide rent assistance. RDC Development further stated that the eviction process only begins after either 2.5 months of nonpayment or when tenants owe around \$2,500.[\[207\]](#)

NYCHA stated that all evictions at Ocean Bay were reviewed by the Legal Aid Society and that none were the result of any residents losing their rights under the PACT program.[\[208\]](#) Lucy Newman, staff attorney at the Legal Aid Society, told Human Rights Watch, From what I could see, it wasn't that they were bringing cases and evicting people for small sums of money or stuff that wasn't legitimate.[\[209\]](#)

A housing court filing typically starts the process of eviction. In NYCHA, however, only evictions for nonpayment and for unauthorized occupancy begin with housing court filings. Other NYCHA cases, such as those where tenant misconduct is alleged, go through an administrative process.[\[210\]](#) Given this, making comparisons between NYCHA and PACT developments can be difficult, and this section only utilizes data for proceedings concerning non-payment of rent, which, for both PACT and NYCHA housing, begin with a filing in housing court.

Even if they ultimately remain in their homes, an eviction filing can be traumatic for tenants and can negatively impact their ability to find other housing, since they can show up in tenant screening reports utilized by landlords.[\[211\]](#)

Non-payment eviction filings at Ocean Bay appear to be similar, or even slightly lower, than the NYCHA average.[\[212\]](#) Data provided to Human Rights Watch by RDC indicates 888 nonpayment eviction filings since conversion. RDC did not provide an annualized breakdown, and the New York eviction moratorium sharply reduced the number of filings since March 2020.[\[213\]](#) Of these filings, RDC states that 40 percent were repeat filings for the same household.[\[214\]](#)

Regardless of the exact changes, the number of eviction filings across NYCHA buildings and at Ocean Bay are high. In 2019, nearly 20 percent of all nonpayment eviction filings in New York City were for NYCHA tenants.[\[215\]](#) Moreover, 888 eviction filings raise concerns, even if 40 percent are repeat filings, as there are just 1,393 households at Ocean Bay.[\[216\]](#)

Both NYCHA and RDC Development told Human Rights Watch the primary eviction prevention assistance programs in New York City, which predate the Covid-19 pandemic, required tenants to have an eviction filing to be eligible.[\[217\]](#) According to a 2021 report by the Eviction Prevention Roundtable, a coalition of landlords, tenant advocates, as well as legal and social services providers, before the pandemic, having an eviction filing was either a formal or *de facto* requirement for tenants seeking emergency assistance.[\[218\]](#) Federal pandemic relief measures, such as the Emergency Rental Assistance Program (ERAP), likewise initially prioritized tenants with pending eviction cases, though applications are now processed on a first-come, first-serve basis.[\[219\]](#)

As discussed above, PACT residents are not included in the *Fields* settlement, which will prevent NYCHA from filing for eviction either while a resident has challenged NYCHAs determination of their income or while a residents request to have their rent reduced because of a loss of income is pending.[\[220\]](#)

When a court rules for a landlord, an eviction judgment is issued. In some cases, tenants may still ultimately avoid permanent eviction even after a judgment is issued if they are able to repay their arrears. However, such judgments, like filings, can still have long-term consequences for tenants ability to find future housing and may negatively impact their credit score.[\[221\]](#) According to NYCHA and RDC Development, no eviction judgments result in a permanent eviction, since tenants may still pay back their arrears and be allowed to remain in their homes.[\[222\]](#)

New York Citys public data on evictions executed by city marshals public officers who enforce civil court judgments indicates that there were between 83 and 90 evictions at Ocean Bay between January 2017 and December 2019, a yearly eviction rate between 2.7 percent (2017) and 1.6 percent (2019).[\[223\]](#) The Right to Council Coalition and the Anti-Eviction Mapping Project,[\[224\]](#) using New York Citys public data, which tracks evictions executed by city marshals, estimated NYCHAs 2019 eviction rate to be 0.4 percent, significantly lower than even Wavcrests reported permanent eviction rate for Ocean Bay.[\[225\]](#)

As discussed above, NYCHA can also evict tenants through an administrative process. In the event that the hearing officer presiding over the process finds in favor of NYCHA, NYCHA can issue a notice to vacate, but must still obtain a housing court judgment to forcibly remove tenants. Consequently, eviction judgment data for NYCHA does not include tenants who feel compelled to leave their homes following completed administrative proceedings, absent a court order

Ocean Bay is just one of the 50 formerly NYCHA-managed developments that have converted under PACT as of March 2021. These other developments can involve different developers and property managers. With eviction moratoriums in place for much of 2020 and through 2021, it is hard to draw long-term conclusions about eviction rates or to evaluate the 26 NYCHA developments that converted to PACT in 2020.[\[226\]](#)

Data provided by NYCHA and RDC Development also indicates that one other PACT development, Betances in the Bronx consisting of 10 formerly NYCHA-managed developments that together include 1,088 apartments which is also operated by RDC Development, saw evictions rise between its PACT conversion in November 2018 and the eviction moratorium in March 2020. In the year and four months between its conversion and the eviction moratoriums enactment, there were 13 evictions at Betances, compared to 10 in the 2.5 years leading up to conversion, amounting to an eviction rate of 0.9 percent.[\[227\]](#) Twelve of these cases were holdovers, while one of them was for non-payment, representing a non-payment eviction rate of 0.1 percent, in line with the NYCHA average.[\[228\]](#) City data on executed eviction judgments is similar, indicating 15 executed judgments following conversion in 2019 and the first three months of 2020, compared to 11 in 2017 and 2018.[\[229\]](#)

RDC told Human Rights Watch that eviction is a last resort and that they work with residents to avoid eviction and arrange payment plans. They stated that eviction proceedings are only initiated when residents are at either 2.5 months of nonpayment or when they owe around \$2,500.[\[230\]](#)

Ocean Bay and Betances were, respectively, the first and third largest PACT conversions before February 2020, together comprising nearly half of all units converted under the program before that point.[\[231\]](#) At the other four PACT developments that converted before February 2020 the earliest of which converted on October 31, 2018 data provided by NYCHA and other PACT developers show no permanent evictions following PACT conversions thus far.

NYCHAs latest request for expressions of interest (RFI) requires prospective PACT developers to create a Resident Stability and Retention Plan, that expects PACT managers to work with tenants in arrears to set up repayment agreements.[\[232\]](#) Pre-eviction actions are supposed to be reported to NYCHA. In addition, like residents in NYCHAs housing, PACT tenants must have access to an informal grievance proceeding where they can present evidence to a neutral decisionmaker before being taken to court for eviction.[\[233\]](#)

However, Giori stated that some tenants in PACT buildings have struggled to access this protection: Weve gone to NYCHA, and NYCHA says that there is no grievance process . . . and then you go to the landlord, and the landlord is just suing them in court to get them out.[\[234\]](#)

Some residents expressed concerns about strict management practices at converted developments, including what tenants in Hope Gardens and Ocean Bay described as aggressive use of letters warning tenants of potential legal action. Human Rights Watch was unable to verify these claims or the extent to which management practices at these developments had changed, and various NYCHA residents also told Human Rights Watch that they received similar threats from NYCHA management.[\[235\]](#)

Anthony Sanchez is a tenant at Hope Gardens in Brooklyn, which converted under PACT in July 2019. The development team at Hope Gardens is Hunt and Pennrose, and the property manager is Pinnacle. According to Sanchez, his neighbor, who is 73 and speaks little English, had various medical conditions, could not get out of bed independently, and was in and out of the hospital. She did not have anyone to support her to leave her apartment and travel to the management office to certify that she was eligible to remain in her home. Sanchez told Human Rights Watch that after Pinnacle sent a letter warning legal action, Sanchez and others informed the property manager about why she could not complete the paperwork. However, Pinnacle still sent her a notice, reviewed by Human Rights Watch, stating that she had 60 days to vacate her home:

Sanchez contacted his state senators office and a Pinnacle executive on behalf of his neighbor to resolve the issue, and his neighbor was not evicted. Sanchez said that he also received a notice warning of possible eviction after he had already submitted his recertification documents. According to Sanchez, when he asked management why they threatened eviction, they told him that he needed to sign a form related to his certification and stated, We have to send those harsh letters to make people react faster.[\[236\]](#)

Responding to a letter from Human Rights Watch, Pennrose stated that they do not threaten eviction, but that residents receive numerous verbal/written communication from management and social service partners prior to attorney engagement for eviction proceeding.[\[237\]](#)

Both NYCHA data and the Pennrose letter indicated that there have been no permanent evictions at Hope Gardens.^[238] Pennrose reported having 12 active non-payment cases and 27 active holdover cases, which include 16 off-lease tenants. Pennrose stated that they utilize a social service provider to reach out to residents in arrears, create payment arrangements, and utilize city eviction prevention programs.^[239]

RDC told Human Rights Watch that they strictly [follow] NYCHA's guidelines regarding tenant notices and only begin proceedings after a minimum of 2.5 months of unpaid rent. They further stated that they work with residents whenever possible to refer them to social services and resources to help them if they fall behind and obtain approval from NYCHA before any legal proceedings are filed to ensure that the unpaid portion of rent only relates to the resident portion.^[240]

Tenants who feel less secure in their housing may be more reluctant to speak out about housing conditions, and in some cases, residents may leave their homes despite having the right to remain until an eviction order is obtained.^[241]

However, various NYCHA residents also told Human Rights Watch that they received similar threats from NYCHA management.^[242]

The goal of RAD nationally is to allow PHAs to carry out needed major capital repairs and day-to-day maintenance, either by themselves or by utilizing a private property management company. NYCHA has promised residents that the PACT program would lead to significant improvements and renovations.^[243] Given the horrific conditions many residents face,^[244] for many, it is an attractive proposal. The program has undoubtedly allowed for needed repairs and upgrades to be carried out, though after visiting properties and interviewing tenants across five different PACT developments Human Rights Watch found that residents views on repair issues and the responsiveness of maintenance varied. The grounds at Ocean Bay (Bayside), for instance, are visibly better maintained than the NYCHA-run building just across the street, and the PACT deal brought in over \$300 million for critically needed renovations at the development^[245] Of the five residents we spoke with, two had a negative view of how the property manager handled maintenance and repairs, two had a positive view, and one felt that it was the same as NYCHA. Apartments and building systems at Betances have received needed upgrades,^[246] and a recent study found that over half of Betances residents surveyed reported improvements to their living conditions.^[247] At other developments, though, some residents told Human Rights Watch that they considered NYCHA to have often been more responsive than their new property manager under PACT.^[248] Some residents at sites that had either not yet begun major renovations or sites where renovation was ongoing reported experiencing especially acute problems.

Many residents told us that maintenance at their developments hit an all-time low immediately prior to conversion when NYCHA appeared to stop conducting maintenance in anticipation of conversion. Jeanine Henderson, a resident at Ocean Bay, said, NYCHA, when they knew that they were getting ready to go, they wasnt doing nothing, when I tell you nothing, [I mean] nothing . . . Grass was damn near to my knees, the building was filthy; they werent even pulling the [trash] compactor.^[249]

Sonyi Lopez, a journalist and resident, observed the same phenomenon at Betances in the Bronx, which converted to PACT in 2018. Lopez described seeing unclean hallways occasionally littered with human feces and urine in the leadup to conversion. Lopez told Human Rights Watch, That was the worst time in my entirety of living here, for the past 19 years Ive never witnessed anything like that.^[250]

Jackie Lara lives in Fulton Houses in Chelsea, which is slated to convert to PACT in 2022. She told Human Rights Watch that a similar situation is unfolding at her development. Things got worse when they decided to take over our development, she said. Lara expressed previously being broadly satisfied with maintenance at her development, but said that recently, there have been more broken doors, broken mailboxes, and elevator outages. These changes led her mother, who uses a walker, to move out of the development. Lara is also thinking about moving herself.^[251]

This, according to Gyori, is a constant issue in PACT conversions. NYCHA refuse[s] to perform basic repairs for these violations prior to conversion, she told Human Rights Watch.^[252]

Human Rights Watch interviewed tenants at five of the eight fully converted PACT sites as of September 2021.^[253]

After conversion, residents report that improvements in maintenance have been mixed, and it is unclear whether PACT has, thus far, led to consistent improvements in property management.

In some developments, residents told Human Rights Watch that the responsiveness of maintenance has worsened. The housing units at 344 East 28th Street which was one of the 17 developments comprising the PACT Manhattan Bundle that converted in November 2020 was leased to a consortium of multiple developers called PACT Renaissance Collaborative (PRC). This development has yet to begin major construction, according to a letter PRC sent to Human Rights Watch,^[254] but appears to have witnessed a decline in maintenance. Essentially all of the eight residents we spoke with said that NYCHA was more responsive than the new management company, Cornell Pace.

Resident Demetrius Gonzalez said that he is dealing with repair issues.^[255] He added that it took new management over a month to respond to his repair request, and that repairs were superficial.^[256] Justin Cuevas, another resident, also expressed concerns about superficial repairs.^[257]

Aida Gonzalez, also a resident, had a similar impression. When you call that number [for the property manager], [they say] Ill talk to you when I get the chance, she said. Gonzalez described her water being shut off without notice and having to go without a working toilet for 8 hours. My grandchildren had to go in bottles and bags, she added.^[258]

According to PRCs response to a letter from Human Rights Watch, residents can submit work orders online or through a dedicated repair line. PRC has also increased the number of repair coordinators in response to tenant requests. They further stated that residents who face plumbing shut offs are provided with advanced notice to allow residents time to prepare.^[259]

Various residents told Human Rights Watch that elevator problems have persisted, and in some cases gotten worse, since conversion. Many buildings which have converted to PACT are high-rises, with as many as 26 floors. According to interviewees in both NYCHA-managed and PACT developments, broken elevators can have wide-ranging impacts. For instance, broken elevators not only impact residents ability to get to work, but can also make it harder to arrange childcare, as babysitters may be unwilling or unable to climb potentially dozens of flights of stairs.

Justin Cuevas, who has health conditions that limit his mobility, said that, at times, none of the elevators were functioning. I cant walk down the stairs, let alone walk up, he said. Its worse now than it was with NYCHA.^[260] Jessica Devalle and David Leitchter, both residents at Independence Towers in Brooklyn, which is in the process of being converted under PACT, told Human Rights Watch about issues with elevators either breaking or being taken out of service for extended periods of time.^[261] Devalle, who lives on the ninth floor of her building, described how prolonged elevator shutdowns impact her daily life. Sometimes you are waiting 15, 20 minutes at a time for an elevator . . . I have a baby with a stroller, with a bag. Whos wanting to go down the stairs or up the stairs with a baby like that?^[262]

Such frequent elevator outages pose a potential risk during the Covid-19 pandemic, as both Leichter and Devalle described people crowding into the remaining working elevator. Devalle expressed concerns about exposure to Covid-19, as she told Human Rights Watch that residents are often not wearing masks: Youre trapped in the elevator with construction dust, somebody who is not masked, and packed in there, because everybody is trying to pack themselves into that one [working] elevator.^[263]

A review of public records from New York City Department of Buildings public records for various buildings at Independence Towers reveals over 20 complaints of elevator outages since February 2020, when the development converted to PACT.^[264] Responding to a letter from Human Rights Watch, Renewal Construction LLC, the contractor renovating Independence Towers, stated that the elevators at the development were well beyond their expected useful life, and that elevators would be taken out of service for modernization while keeping one elevator in operation at each building. Renewal further stated that they try to give tenants two weeks notice before an elevator is shut down.^[265]

PRC told Human Rights Watch that, as of July 2021, they have not started rehabilitation work at 344 East 28th Street, but renovations will involve full elevator replacements which, they anticipate, will decrease the number or work orders.^[266]

At 344 East 28th Street, multiple residents said they felt that unsafe work practices could expose them to potentially harmful substances, though Human Rights Watch was unable to verify specific claims.^[267] PRC, the Developer at 344 East 28th Street, is carrying out repair work while the building is occupied and is legally required to submit a tenant protection plan (TPP), which is supposed to include efforts to isolate the construction area, as well as contain dust and construction debris.^[268] In the TPP that PRC submitted, it stated that the contractor would isolate [the] construction area from occupied building areas by means of temporary partitions or heavy weight drop cloths.^[269]

However, Aida Gonzalez described workers breaking into her apartment wall, while she and her grandchildren were in the apartment, without isolating the work area.

Demetrius Gonzalez (no relation to Aida Gonzalez) believes that the manner in which workers carried out repairs in his home led to his mother, who lives in the same apartment, being hospitalized. He told Human Rights Watch that workers entered his home without masks and did not cordon off the work area. Neither Demetrius nor his siblings were told to leave the apartment.^[271] His mother, he said, who was out of the home, came back to the apartment before the work was complete.^[272] Demetrius said that, when she opened the door, she was hit by a wall of fumes: She turned so white that she fell she collapsed that day.^[273]

PRC did not respond to a general question about whether a resident was sent to the hospital because of fumes during repair work.^[274]

Melanie Aucllo, the resident association president at 344 East 28th Street, told Human Rights Watch that she still has concerns about the renovations at her building. She observed the recent asbestos abatement in her buildings lobby and believes it was conducted without a third-party, independent of the abatement contractor, monitoring the prevalence of asbestos fibers in the air, as required by New York law.^[275] The company contracted to do the abatement has been cited over a dozen times for asbestos safety violations since March 2020, 10 times for failure to retain an independent air monitor.^[276]

The contractor did not respond to Human Rights Watchs letter inquiring about the companys regulatory violations and the work conducted at 344 East 28th Street. However, in response to a request for comment on these complaints by another entity, the contractor stated that it had performed work in the developments boiler room, but not in common areas and rejected the allegations as false.

In a letter to Human Rights Watch, PRC stated that major rehabilitation is, as of July 2021, yet to begin, and that work being carried out was in response to work orders. PRC denied that there were issues regarding repair practices, stating that repair work is completed by certified vendors and all work to address environmental hazards is completed pursuant to federal, state and local codes." In response to questions from Human Rights Watch about the asbestos contractor, PRC stated that there are two open violations, unrelated to this property, that are in the process of being dismissed and that having such violations is not uncommon for contractors.^[277] According to New York City data, current as of December 28, 2021, hearings are scheduled for 11 outstanding violations. One previous charge for failing to conduct a proper visual inspection was dismissed in October.^[278]

Jessica Devalle is a tenant at Independence Towers, part of the PACT Brooklyn Bundle, which consists of eight formerly NYCHA-managed developments. She similarly described a number of concerns with the renovation being carried out at her apartment, though Human Rights Watch was unable to verify specific claims. She told Human Rights Watch that she continues to have issues with mold and warping floors. She also stated that her bathroom wall is bowed due to chronic water damage and that there are exposed wires in her apartment. Even though they came in and they tried to fix whatever NYCHA couldnt fix, they didnt really fix it, they just kinda made it look nice, Devalle said. Its like taking an ugly face and taking makeup and making it look pretty, but its still ugly behind the makeup.^[279] Public records from the New York City Department of Housing Preservation and Development (HPD) for Devalles apartment reveal numerous violations of the New York City Housing Maintenance Code reported in August 2021, including for visible mold growth, exposed wiring, and broken or defective plastered surfaces and paint.^[280]

In August 2021, Devalle sued in housing court in order to receive an inspection of her home and obtain repairs.^[281] She agreed to dismiss the lawsuit in October 2021.^[282] Renewal told Human Rights Watch that all violations in Devalles apartment have been corrected.^[283]

Devalle also expressed concerns over construction leaving what she considered excessive amounts of debris and dust in common areas and in her apartment. NYCHA has found lead-based paint in nearly 70 percent of the apartments it has tested at Independence Towers,^[284] and Devalle told Human Rights Watch that her buildings elevators frequently are filled with construction dust and debris. All the work that they do, all that stuff that they bring in from other peoples apartments is all over the elevator, Devalle told Human Rights Watch. The elevator looks like a dusted donut.^[285]

Devalle also told Human Rights Watch that she was worried about the possible presence of lead paint in her unit. She became concerned about her familys safety after seeing her newborn son ingest paint dust in her apartment, following work in the adjacent unit that involved workers drilling into the wall dividing the unit from Devalles apartment. As I look around to see where the [paint] came from, I see the dust of white on the armrest of the couch, and then its on the floor, and then its on the dresser. Its coming from the wall, theyre drilling through the wall.^[286]

On May 26, 2021, a contractor carrying out construction at Independence Towers admitted during a hearing before the New York City Office of Administrative Trials and Hearings (OATH) to having excessive construction debris and materials throughout public corridors, a violation classified as Class 1, or Immediately Hazardous, by the New York City Department of Buildings. A stop work order was imposed and the contractor paid a \$2,500 fine.[\[287\]](#)

Human Rights Watch was unable to verify whether Devalle or any other resident at Independence Towers was exposed to lead paint.

Renewal Construction LLC is the contractor carrying out renovation work at Independence Towers. Renewal is owned by the principals of Omni New York LLC, one of the developers for the PACT Brooklyn bundle. Responding to a letter from Human Rights Watch, Renewal stated that the violation for uncontained construction debris resulted from repairs of the buildings standpipe system, a system of pipes to which fire hoses can be connected in case of a fire. According to Renewal, because of inadequate maintenance by NYCHA, the pipes were corroded and required prompt repair, which entailed opening up various hallway walls. Renewal stated that they direct workers or subcontractors to contain construction debris and take steps to remedy any violations when issued.[\[288\]](#)

Renewal further stated that they were unaware of any cases where residents were placed at risk of lead exposure and that all lead inspections are carried out in accordance with HUD guidelines. Renewal stated that they have special procedures in place to minimize the creation and distribution of lead contaminated dust and to ensure that, except for authorized activities, lead containing building materials and suspect lead containing building materials are not disturbed.[\[289\]](#)

Anthony Sanchez, who lives in Hope Gardens in Brooklyn, told Human Rights Watch that he went without hot water and heat for a week in January 2020, which forced him to heat up water on his stove in order to bathe. Sanchez had to reach out to his state senator to get repairs completed: We had to suffer for a week, taking bird baths, heating up water on our stoves, and sleeping in our hoodies and sweats and socks and quilts, in the dead of winter, Sanchez said.[\[290\]](#)

Sanchez also said that he did not believe that management improved since conversion to PACT, and that they have been difficult to communicate with. NYCHA was slow to respond because they were starved fiscally, he said. [Pinnacle the PACT management company] made a lot of promises, but they didnt make good on a lot of promises.[\[291\]](#)

Human Rights Watch was unable to verify these allegations. Penrose did not respond to Human Rights Watchs inquiry about their responsiveness to residents repair needs.[\[292\]](#)

Several PACT residents Human Rights Watch interviewed complained of poor communication between residents and the new property manager and development team.

Some of these issues, as discussed further below, may result from residents not being adequately informed of changes under PACT, a responsibility of NYCHA and the new property manager. Gyori told Human Rights Watch that many PACT residents are confused about whom to contact for repairs. Some, she said, are still suing NYCHA because they dont know that their building has converted or whos responsible.[\[293\]](#)

Leichter, at Independence Towers, has been frustrated by the construction and, in addition to elevators being frequently taken out of service, described water being shut off without notice. Leichter told Human Rights Watch that he has found it difficult to communicate his concerns, as he says the management office is open at inconsistent hours and that it is difficult to speak to the developer on the phone. If I call after 4 p.m., I get routed to [a call center], Leichter said.[\[294\]](#)

Mercedes Diaz, along with many other residents of 344 East 28th Street, expressed a similar sentiment: Before we could even go to the office and say hello. Here you cant communicate with anybody.[\[295\]](#) Unlike Leichter, Devalle stated that she has been able to get in contact with management, though she has stated that they have been largely unhelpful.[\[296\]](#)

In a response to a letter from Human Rights Watch, Omni New York LLC, one of the members of the PACT development team, stated that notice is provided before water is shut off unless there is an emergency. They also stated that property management is on-site from 9 a.m. to 5 p.m., Monday through Friday and from 9 a.m. to 7 p.m. one day each week. According to the letter, a third-party call center is used for after-hours emergencies, which relays messages to management staff.[\[297\]](#)

PRC stated in their response to a letter from Human Rights Watch that residents can submit work orders online or through a dedicated repair line, and that they have increased the number of repair coordinators in response to tenant requests.[\[298\]](#)

In Ocean Bay (Bayside), where renovations have been completed, some tenants said that management had improved.[\[299\]](#) Others, however, felt that management was worse.

Tina M. described the management at her development as horrible.[\[300\]](#) She told Human Rights Watch that she only sees repairs before a major inspection and described having persistent issues with roaches, saying that the new property manager does not carry out sufficient exterminations.[\[301\]](#) She also stated that her water has been shut off without notice.[\[302\]](#)

Jeanine Henderson had a similar experience at the development. While she has appreciated the renovations, she stated that, overall, management was less responsive than NYCHA.[\[303\]](#) She has had particular issues with heat, a problem that other reports suggest may not be limited to her: The second year, weve been here freezing ever since . . . I had to go out and buy heaters to put in each room.[\[304\]](#) Henderson also stated that she has started to have recurring issues with black-colored mold in her bathroom, and that she is only able to have issues resolved quickly after raising hell and threatening to call a reporter.[\[305\]](#)

Another Ocean Bay resident, Sonia Delawrence, said that, while the development now looks beautiful, she is unable to control the temperature of her hot water, which scalds her when she washes dishes. She said that the heat is better but that when she complains to management, nothing happens. She was unable to say whether she thought management had improved. Nothing ever changes, Delawrence said.[\[306\]](#)

Sonyi Lopez said that Wavecrest, the new property manager under PACT at Betances, is more responsive than NYCHA. She still has concerns, however. Her home had mold problems prior to the conversion, but even after, though some of the mold in her apartment was remediated, this problem has not been completely fixed. Even now, with RAD, they just paint over the problem, they dont address what the issue is with mold, Lopez said.[\[307\]](#)

RDC Development, a joint venture between Wavecrest and MDG Design + Construction, the PACT developer for both Betances and Ocean Bay, responded to a letter from Human Rights Watch stating that they have transformed the quality of life for residents and cut down repair times. RDC further stated that, when provided timely notice, they attempt to resolve issues within 24 hours.[\[308\]](#)

Another common concern among PACT residents is that renovations are of low quality. It looks pretty, but the functionality and practicality of it is not there, Sanchez said. On the pantry that they gave me, one of the rack shelves already broke; it hasnt even been a full year yet.[\[309\]](#) Sonyi Lopez and Jeanine Henderson also described shoddy renovations. Henderson says she has been through three refrigerators, eventually becoming so frustrated that she bought her own.[\[310\]](#) To Sonyi Lopez and her mother, Sonia, it feels like a lot of things that they promised they were going to fix were like half-way done. Their home has chipping paint and exposed insulation, and they are worried that things will soon deteriorate further.[\[311\]](#) This may seem trivial, Sanchez said, [but] if you were to present that to any affluent neighborhood . . . you would never be hired again.[\[312\]](#)

Penrose, the PACT developer for Hope Gardens, did not respond to Human Rights Watchs questions concerning repairs.[\[313\]](#) RDC stated that renovations at Ocean Bay and Betances have significantly cut down repair times, improved occupancy rates, and transformed the quality of life, all while remaining affordable for residents.

NYCHA and incoming PACT developers hold multiple meetings with residents prior to conversion that are intended to explain the benefits and process of conversion, as well as answer resident questions. Such meetings are required by HUD.[\[314\]](#)

In addition, HUD notices that govern RAD conversions portions of which are incorporated into leases and transactional documents also require that language assistance be provided to residents . . . who are Limited English Proficient (LEP) to ensure that they have meaningful access to RAD resident notifications and meetings.[\[315\]](#) The guidance also states that housing authorities should make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipients programs and activities, including by providing oral interpretation, having bilingual staff, or providing written translation services.[\[316\]](#)

HUD does not require the actual leases that tenants sign to be translated and recommends that tenants sign only English-language versions of leases.[\[317\]](#) However, this does not diminish a PHAs obligation to ensure language assistance to those who are LEP to ensure meaningful access, as described above.[\[318\]](#)

NYCHA told Human Rights Watch that draft PACT leases are translated into several languages.[\[319\]](#) Draft leases in five languages are available on NYCHAs website.[\[320\]](#)

In a response to a letter from Human Rights Watch, PRC, which manages 344 East 28th Street, stated that they mailed out sample leases with a cover letter translated into various languages, which indicated that translated leases were available online. PRC also stated that they scheduled translation services with residents, held three virtual town halls, and established a hotline with the Legal Aid Society. PRC further stated that lease signings were conducted on site.[\[321\]](#) Omni, one of the PACT developers of Independence Towers, similarly told Human Rights Watch that multiple meetings were held with residents prior to the conversion, and that staff were on site to explain lease terms to residents. They further stated that sample leases were provided in multiple languages and that interpreters were available during signing.[\[322\]](#)

Although NYCHA and incoming PACT developers conduct outreach prior to any PACT conversions, for some public housing tenants, the first time they fully understand that their development changing to new management is when they are asked to sign new leases with PACT developers. Some residents Human Rights Watch spoke to said that pre-conversion presentations by NYCHA and PACT developers were informative and helpful. However, other tenants expressed that they never fully understood the leases they were signing.[\[323\]](#) According to Elizabeth Gyori, this problem has been especially prevalent during the Covid-19 pandemic, when NYCHAs ability to reach out to tenants in person was limited: They cant do in-person meetings or one-on-one meetings, so tenants dont understand what this lease is for or what it says.[\[324\]](#)

Human Rights Watch found that the lease signing process can vary greatly, leading to some tenants not understanding leases or feeling pressured into signing.[\[325\]](#) In some cases, tenants alleged that they were not provided with copies of the lease, given assistance in understanding lease terms, or even given versions of the lease in their primary language to review, though several developers stated in letters to Human Rights Watch that they did provide leases in multiple languages and disputed tenants characterizations of the lease signing process.

Melanie Aucello, Resident Association President at 344 East 28th Street, described a lack of information leading up to the conversion. Aucello said that residents were sent draft leases in English only and were never given copies:

Other residents at 344 East 28th Street shared similar stories, and several stated that they did not fully understand what they were signing.[\[327\]](#) Demetrius Gonzalez said, There was a lot of stuff on the lease that we didnt understand. We tried to get it explained to us, but they never told us what it was.[\[328\]](#) Diane De Jesus said she was not allowed to get a copy of the lease upon signing and that it took over two months to get a copy sent in the mail.[\[329\]](#) Aida Gonzalez also described never receiving a copy of her lease and being taken to an unclean room: They tried to put us in a dirty room . . . the walls were filthy . . .[\[330\]](#)

Some residents at other properties, however, described a better signing process. Sanchez said that, at Hope Gardens, he was able to receive a copy of his new lease.[\[331\]](#)

Residents also described feeling that they had no choice but to sign leases with the incoming PACT developer. Not signing leases can put tenants at risk of eviction, Gyori told Human Rights Watch: Upon conversion, their public housing lease terminates, and they become licensees, so they have significantly less protection [against eviction].[\[332\]](#) Aucello said that, given her concerns about conversion, she did not want residents in her building to sign the lease, but NYCHA told her that she would be responsible if her neighbors were evicted: So I had to pull back to tell everyone to sign it, and it made me physically ill.[\[333\]](#) Other residents told Human Rights Watch that they signed out of fear. Devalle at Independence Towers told Human Rights Watch that she did not want to sign the lease because she wanted to try to transfer to another development, but eventually signed out of concern that she would lose her apartment: When somebody put in a corner, and you dont make money like that, and youre told, Look, if you dont do this, then youll lose it all, youre like, fuck it, I dont want to lose my stuff so let me just sign, its easier to just sign.[\[334\]](#)

The confusion that several residents of PACT developments have experienced around lease signing issues is exacerbated, Gyori said, by the fact that NYCHA has done little to earn residents trust in the conversion process: There is a lot of anger and distrust on the part of tenants, reasonably because theyve withstood widespread and longstanding neglect by NYCHA for years and years and years.[\[335\]](#)

Once a development converts under PACT, NYCHA is far less involved in tenants' lives, even though it retains ownership of the land and buildings and maintains an oversight role.^[336] PACT is predicated on NYCHAs continued oversight of private developers and managers,^[337] yet the agency often disclaims responsibility for ensuring repairs, referring residents to the developer. Residents described challenges with securing transfers to other developments, reporting habitability problems in their homes to NYCHA, and accessing social service providers.

Many PACT residents reported finding it difficult or impossible to register complaints with a government agency concerning unmet repair needs or issues with construction.

Aucello, at 344 East 28th Street, explained to Human Rights Watch that residents frequently attempt to call 311, a general city government phone number, for non-emergency complaints.^[338] NYCHA residents have a different number they can call to register complaints, but because Aucellos building is privately managed under PACT, that number does not apply. Aucello said:

Both Devalle and Leichter, residents at Independence Towers, had a similar experience when they tried to call 311 to report concerns about construction. [311] is like, no, youre NYCHA, but then when you call NYCHA, theyre like, No, youre that Reliant [the property management company], Devalle told Human Rights Watch. So youre falling in between and youre in this grey area where its like, where am I?^[340]

In its RFEI, NYCHA requires PACT development teams to include a social service provider, often a charitable organization,^[341] to residents by connecting them with resources, provide credit-building opportunities, develop resident programming, and assist those who are behind on rent.^[342] All PACT development teams that Human Rights Watch contacted stated that the residents have access to social services at their development.

PRC, which manages the PACT Manhattan Bundle that consists of 17 formerly NYCHA-managed developments, including 344 East 28th Street, told Human Rights Watch that they utilize a social service provider that has two resident coordinators to support residents when they are paying rent, submitting maintenance requests, and communicating with construction contractors. They hold a welcome event at each development before construction begins, but they said that rehabilitation work had not begun at 344 East 28th Street as of July 2021. PRC also stated that the social service provider made wellness calls during the early months of the pandemic.^[343]

Omni New York LLC, a member of the development team for the PACT Brooklyn Bundle, which includes Independence Towers, stated in a letter to Human Rights Watch, All existing social service providers at the time of PACT conversion remain on site. Omni further stated that a social service coordinator connects residents with other social service providers in the neighborhood. ^[344]

However, while some PACT residents told Human Rights Watch there was a social service provider available at their buildings, others either described struggling to access one, felt that providers had little presence, or appeared confused as to the availability of providers.

At 344 East 28th Street, Dianna R., who has an intellectual disability, told Human Rights Watch that she lost access to her NYCHA social worker. When, as discussed above, Diannas rent nearly doubled following her buildings conversion to PACT, her social worker was no longer able to support her. I called my social worker [at NYCHA] and she told me that she had nothing to do anymore with this building, and that she could not help me, Dianna said. Now I dont have one, I dont know who to call, or who to help me.^[345]

Various residents at 344 East 28th Street said that there is little or no social service presence at their building. Residents at Independence Towers reported similar problems.^[346] Devalle stated that she was unaware of any social services at her development.^[347]

According to NYCHAs response to a letter from Human Rights Watch, because PACT residents become Section 8 participants and are no longer part of the public housing program, they can only transfer to another unit within their PACT development.^[348]

However, one key protection of the RAD program nationally, which has been incorporated into NYCHAs PACT program, is that, after one year in the PACT program, a resident can request a tenant-based choice mobility voucher, which will be provided if funding is available.^[349] Unlike NYCHA residents, who can transfer between public housing developments, PACT residents can use this voucher to find housing on the private market anywhere in the country where a PHA operates a voucher program. The voucher will cover the gap between 30 percent of household income and between 90 and 110 percent of the HUD-determined fair market rent for a given area.^[350]

This option gives tenants the ability to move if they are dissatisfied with the conditions in their homes or with property management, and in theory, this aspect of the program could provide PACT residents a greater ability to move than NYCHAs public housing residents. For non-emergency transfers, the latter can only transfer between NYCHA's public housing developments. Given the low vacancy rate for NYCHA housing, residents seeking to move must often wait years.^[351]

However, in practice, PACT residents still face challenges in moving to other housing, in part because they are no longer allowed to transfer to other public housing developments.

Tina M. told Human Rights Watch that she had been on the waitlist to transfer to NYCHA housing in Manhattan for 18 years, only to be removed once her development, Ocean Bay (Bayside), converted under PACT.^[352] When she asked NYCHA why she was removed, she was told that Ocean Bay is not Housing [referring to NYCHA] anymore.^[353] Aucello also told Human Rights Watch about a resident at her building who was denied a transfer because she was no longer considered a NYCHA resident.^[354]

For non-emergency transfers, NYCHA told Human Rights Watch that all requests for choice mobility vouchers by PACT tenants have been granted.^[355] However, due in part to New York Citys tight rental market and low voucher payment standards, even residents who are granted choice mobility vouchers are often unable to successfully use them to obtain housing that meets their needs.

Human Rights Watch was unable to uncover any systematic public data on the extent to which PACT residents could successfully use choice mobility vouchers to find new housing, but Enterprise Community Partners report on Ocean Bay found that, of 107 residents who applied for a voucher to move, 85 residents were granted one. Of this 85, only 11 residents successfully found housing utilizing the voucher.

Devalle, who hopes to use her voucher to leave Independence Towers in Williamsburg, Brooklyn, described the difficulty in finding suitable housing with rents low enough to utilize the voucher. Two of her children attend high school in Manhattan, but she says that available affordable apartments would drastically increase her commute. The apartments are at the ends of each borough; like they are far, so far, Devalle said, [If] its not somewhere where I have to take a bus to a train to a bus to get to places, because of my teens, then Ill [take] it, because I need to get out of here.^[356]

The International Covenant on Economic, Social, and Cultural Rights (ICESCR) recognizes the right to adequate housing, as does the UN Convention on the Rights of Persons with Disabilities (CRPD), and the Universal Declaration of Human Rights, which was ratified by the UN General Assembly in 1948 and is widely accepted as reflective of customary international law.^[357]

The United States has signed, but not yet ratified, the ICESCR. As a signatory, the US is obligated to refrain from acts that would defeat the treatys object and purpose. ^[358] Fundamental to the object and purpose of the ICESCR is the commitment by states to the dedication of available resources toward the progressive realization of the rights enumerated in the treaty. In turn, this entails that they avoid, wherever possible, retrogressive policies and practices that will harm rights protected under the treaty, including the right to housing; any such measures need to be fully justified by reference to the totality of rights protected by the ICESCR.^[359]

In addition, the United States has ratified the International Convention on the Elimination of All Forms of Racial Discrimination (ICERD), which prohibits policies and practices that have either the purpose or effect of restricting rights on the basis of race.^[360] The US has signed, but not yet ratified, the CRPD. The CRPD guarantees the right to adequate, safe, and accessible housing, and to the continuous improvement of living conditions. It also specifically requires governments to ensure access by persons with disabilities to public housing programmes, and to appropriate and affordable services, devices and other assistance for disability-related needs.^[361] The right to housing is also inherently linked to the right of people with disabilities to live independently in the community, which includes states obligations to ensure persons with disabilities have the opportunity to choose their place of residence and where and with whom they live on an equal basis with others and are not obliged to live in a particular living arrangement, and Community services and facilities for the general population are available on an equal basis to persons with disabilities and are responsive to their needs.^[362]

The ICESCR prohibits discrimination based on age or disability status.^[363] In the housing context, the CESCR has stated that governments should accord older persons and those with disabilities full and sustainable access to adequate housing resources.^[364]

The Committee on Economic Social and Cultural Rights, the body charged with providing authoritative interpretations of the ICESCR, has set out several factors relevant to determining whether housing is adequate under the ICESCR. One of these factors is habitability. The CESCR requires housing to be physically safe and protect residents from cold, damp, heat, rain, wind, or other threats to health, structural hazards, and disease vectors.^[365]

The right to adequate housing also encompasses accessibility, as well as availability of materials, facilities, and services essential for health, security, comfort and nutrition, including safe drinking water, energy for cooking, heating and lighting, sanitation and washing facilities, means of food storage, refuse disposal, site drainage and emergency services.^[366]

For housing to be adequate, it needs to provide residents with a degree of security of tenure which guarantees legal protection against forced eviction, harassment and other threats.^[367] Housing also needs to be affordable: housing costs cannot be so high that they threaten the attainment of other basic needs, and tenants should be protected from unreasonable rent levels or rent increases.^[368] The CESCR has also stressed the importance of ensuring that the percentage of housing-related costs is, in general, commensurate with income levels and that states should establish housing subsidies for those unable to obtain affordable housing, as well as forms and levels of housing finance which adequately reflect housing needs.^[369]

According to the CESCR, forced evictions, are *prima facie* incompatible with the right to adequate housing, and can only be justified in the most exceptional circumstances, and in accordance with the relevant principles of international law.^[370] Not all evictions, however, are forced evictions, which the CESCR defines as the removal against their will of individuals, families and/or communities from [their] homes . . . without the provision of, and access to, appropriate forms of legal or other protection.^[371]

In accordance with international human rights standards, the law governing evictions should provide tenants the greatest possible security of tenure, and should include consultation with those affected, adequate notice, provision of legal remedies, the presence of government representatives during an eviction, and provision, where possible, of legal aid to people who are in need of it to seek redress in the courts. But regardless of the procedures in place: evictions should not result in individuals being rendered homeless or vulnerable to the violation of other human rights. States should ensure that adequate alternative housing is available for those who cannot provide for themselves. While eviction for persistent nonpayment of rent, or unauthorized occupancy may be justifiable, this does not relieve the state of its obligation to ensure that evictions do not leave tenants vulnerable to either homelessness or violations of other human rights. ^[372]

In all cases, an eviction is only justifiable under human rights standards if its impact on an individuals right to housing is outweighed by the legitimate objective of the eviction, as determined by an independent authority. In making this determination, the availability of adequate alternative housing and the personal circumstances of the resident are crucial factors. In addition, a distinction should be drawn between individual landlords for whom rent provides vital income and institutional landlords such as financial institutions or other entities, including governments and private companies, as the proportionality of the eviction will in part turn on the owners need to recover possession of the property.^[373]

This analysis of the proportionality between the grounds for eviction and its consequences for the tenant should be undertaken in all eviction cases, even where a tenant lacks a legal right under domestic law to reside in their home.

In examining the communication submitted by Maribel Viviana Lpez Albn to the CESCR, the CESCR stated:

Albn and her children had been evicted on the grounds that she was illegally occupying the apartment in which she resided,^[375] and the CESCR found that her eviction violated her human right to adequate housing, as it was carried out without prior assessment of the proportionality between the aim of the eviction and its consequences for the rights of Albn and her children.^[376]

As noted by the CESCR, forced evictions may also result in violations of civil and political rights, such as the right to life, the right to security of the person, the right to non-interference with privacy, family and home.^[377] These are all rights protected by the International Covenant on Civil and Political Rights (ICCPR), which the United States has ratified.^[378]

The ICCPR also protects individuals against arbitrary or unlawful interference with their home.^[379] The Human Rights Committee, a body of independent experts that monitor implementation of the ICCPR, has considered how these standards apply to evictions. In *Liliana Assenova Naibidenova et al. v. Bulgaria*, the Committee found eviction procedures against a Roma community that had resided for decades on land they did not own would be arbitrary and in violation of the ICCPR, as authorities failed to consider the various interests involved and the reasonableness of the eviction, and there was no pressing need to carry out the eviction. The committee highlighted that failing to give due consideration to the fact that evictees were impoverished and at risk of becoming homeless due to a lack of immediately available and satisfactory replacement housing would result in a violation of article 17.^[380]

Evictions, therefore, should not only be lawful but also reasonable in light of a range of factors, including the tenants interests and the availability of adequate replacement housing. For housing, such as public housing, that is occupied by low-income individuals, for whom eviction is especially likely to result in homelessness, ill health, or other impacts on rights, any evictions warrant the most careful scrutiny.

International law, including the ICCPR, ICESCR, and ICERD, prohibit racial and ethnic discrimination. The ICERD specifically prohibits any policy that has the purpose or effect of restricting rights on the basis of race.^[381] It proscribes apparently race-neutral practices that affect fundamental rights for example, the right to adequate housing and the right against arbitrary interference with the home regardless of racist intent, if those practices create unwarranted racial disparities. The Committee on the Elimination of Racial Discrimination, which interprets the ICERD, has specifically stated that indirect racial discrimination occurs where an apparently neutral provision, criterion or practice would put persons of a particular racial, ethnic or national origin at a disadvantage compared with other persons, unless that provision, criterion or practice is objectively justified by a legitimate aim and the means of achieving that aim are appropriate and necessary.^[382]

Under the ICERD, governments may not ignore the need to secure equal treatment of all racial and ethnic groups, but rather need to act affirmatively to prevent or end policies with unjustified discriminatory impacts.^[383]

Many Black and brown people already struggle to obtain affordable housing in New York City and make up a disproportionate share of the population in public housing. Policies that weaken their access to adequate housing or increase the risk that they will be subject to arbitrary interference with their home, are likely to compound existing disparities, deepening the structural discrimination they already experience.

The CDESCR has made clear that appropriate means of redress, or remedies, for violations of the rights protected by the ICESCR need to be available to any aggrieved individual or group, and appropriate means of ensuring governmental accountability need to be put in place.^[384] According to the CDESCR, such remedies may be judicial or, in many cases, administrative, but in all cases, they should be adequate to ensure fulfillment of the obligations under the [ICESCR].^[385] In particular, in addition to being effective, the process for obtaining remedies needs to be accessible, affordable, and timely.^[386]

The ICCPR also protects the right to an effective remedy, to enable individuals to vindicate their rights when they are violated.^[387] Even when legal systems formally provide appropriate remedies, states can still violate the covenant where such remedies are ineffective in practice.^[388]

Chronic underfunding has led to conditions in NYCHAs public housing that have violated tenants right to habitable housing, including mold, lead paint, and failing heat. While PACT has helped improve those conditions for some, other residents of PACT housing still report dealing with mold, failing heat, and unresponsive management. During construction, residents in several developments have reported facing persistent water shutoffs, elevator outages, and potentially unsafe work practices.

Meanwhile, PACT residents have lost critical protections for their rights and other oversight mechanisms appear inadequate. While the transactional documents underlying PACT deals require developers and managers to respect resident rights, PACT tenants have no private right of action to enforce these obligations. They also lost much of the oversight provided by the federal monitor agreement. When faced with issues that threaten their rights, PACT residents too often report being unable to obtain redress.

Perhaps in part due to the reduction in oversight and the programs financial structure, PACT appears to have created new risks, in certain developments, pertaining to security of tenure. Two developments housing around 6,500 people appear to have experienced significant increases in eviction post-conversion. But just as concerning, there is no regular public disclosure of eviction rates that can enable advocates to effectively monitor PACT developments. With New Yorks eviction moratorium expiring on January 15, 2022, residents are potentially at great risk of losing their homes. For many public housing residents, eviction will almost certainly result in homelessness.

NYCHA housing is one of the last remnants of affordable housing in one of the worlds most expensive cities, but as with many PHAs, federal policy has forced NYCHA to choose between programs like PACT, which have reduced important protections for housing rights, and eventual demolition.

Substantially increased federal, state, and city funding for public housing can enable NYCHA to provide housing that is both stable and habitable. In the absence of such funding, NYCHA should reform how it utilizes RAD to better protect the rights of residents, improve its oversight, and access to redress. HUD should also review the structure of RAD to ensure effective oversight and remedies for violations of residents rights.

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[92] See NYCHA, PACT Round 10 RFEI, Exhibit C, <https://eshare.nycha.info/sites/pact10/SitePages/Home.aspx> (accessed July 16, 2021).

[93] Human Rights Watch Interview with Johnathan Cruz, September 14, 2021. Nationally, using private mortgage financing is a common way of securing financing for repairs in RAD converted public housing. Government Accountability Office (GAO), Report to the Ranking Member, Committee on Financial Services, House of Representatives: Rental Assistance Demonstration, pp. 8-9. Protections in the RAD statute are designed to ensure that foreclosed properties have rents set at no higher than 30 percent of 80 percent AMI, but this would likely be unaffordable to most current public housing residents. See Hunter College Planning Studio, Under the RADar: Community Development and the Future of NYCHA, 2019, http://www.hunterurban.org/wp-content/uploads/2019/09/HunterStudio_FinalReport.pdf (accessed October 2, 2021).

[94] Econometrica Inc. and Urban Institute, Evaluation of HUDs Rental Assistance Demonstration, June 2019, p. 4.

[95] United States Government Accountability Office (GAO), Report to the Ranking Member, Committee on Financial Services, House of Representatives: Rental Assistance Demonstration, HUD Needs to Take Action to Improve Metrics and Ongoing Oversight, February 2018, <https://www.gao.gov/assets/gao-18-123.pdf> (Accessed June 9, 2021), pp. 10-15.

[96] Alex Schwartz and Kirk McClure, The Rental Assistance Demonstration Program and Its Current and Projected Consumption of Low-Income Housing Tax Credits, *Cityscape* 23(2) (2021): 22, accessed October 28, 2021, <https://www.huduser.gov/portal/periodicals/cityscpe/vol23num2/ch1.pdf>.

[97] Ibid., p. 23.

[98] Human Rights Watch Interview with Elizabeth Gyori, November 19, 2021.

[99] *United States v. New York City Housing Authority*, 1:18-cv-05213-WHP, (S.D.N.Y., 2019), Notice of Dismissal Without Prejudice Pursuant to Rule 41(a)(1)(A)(i), Agreement, p.2; *United States v. New York City Housing Authority*, complaint, paras. 9, 69-73, 163-98, 221-28.

[100] *United States v. New York City Housing Authority*, complaint, paras. 62-67, 163-176.

[101] *Ibid.*, paras. 68-71, 220.

[102] *United States v. New York City Housing Authority*, 1:18-cv-05213-WHP, (S.D.N.Y., 2019), Notice of Dismissal Without Prejudice Pursuant to Rule 41(a)(1)(A)(i), Agreement, p.2, 5-14.

[103] *Ibid.*, p. 2; See also *United States v. New York City Housing Authority*, 1:18-cv-05213-WHP, (S.D.N.Y., 2019), Consent Degree, <https://www.clearinghouse.net/chDocs/public/PH-NY-0005-0002.pdf> (accessed October 18, 2021), pp. 1-2.

[104] *Ibid.*, p. 13-14, Exhibit A, Exhibit B.

[105] *Ibid.*, Exhibit A, Exhibit B.

[106] *Ibid.*, pp. 23-24.

[107] *Ibid.*, p.4. The agreement states, If, due to a conversion program an apartment unit, common area, residential building, or building site is no longer operated by NYCHA and receiving funds through Section 9 of the Housing Act, then the obligations of this agreement shall no longer apply as to those conversions as of the closing of the applicable transaction. An article on the subject in The City notes that a spokesperson for NYCHA confirmed that RAD apartments are covered by either the monitor or the Baez agreement. Greg Smith, NYCHA Monitor, Mold Protections Vanish for Tenants Under Private Management, February 7, 2020, <https://www.thecity.nyc.gov/housing/2020/2/7/210561/nycha-monitor-mold-protections-vanish-for-tenants-under-private-management>.

[108] *Ibid.*, pp. 4, 8. PACT developers are not party to the monitor agreement. NYCHA confirmed to Human Rights Watch that these provisions of the Federal Monitor Agreement apply to PACT and stated that While much of the Federal Monitor Agreement deals with aspects of the properties while under NYCHA management, the Agreement does not exclude PACT. NYCHA response to Human Rights Watch Letter, August 10, 2021.

[109] *Fields et al. v. Russ and the New York City Housing Authority*, 19-cv-11368 (ER) (S.D.N.Y., 2021), Stipulation of Settlement and Order, pp. 1-2.

[110] *Ibid.*

[111] *Ibid.*, p.2.

[112] *Ibid.*, pp. 9-13.

[113] *Ibid.*

[114] *Ibid.*, p. 11. However, if a resident raises repair issues as a defense to eviction, the proceeding may continue to assess the repair claims.

[115] Email from Elizabeth Gyori to Human Rights Watch, September 1, 2021. Gyori is a lawyer at Legal Services New York City, the organization that represented the plaintiffs in the *Fields* case.

[116] A similar lawsuit was brought concerning NYCHA's Section 8 housing choice voucher (HCV) program, alleging a policy and practice of delayed interim recertifications. NYCHA did not admit liability, and entered into a settlement agreement with the plaintiff. The agreement provided deadlines by which NYCHA had to process recertifications; however, it did not bar NYCHA from commencing a termination of subsidy proceeding, nor did it prevent private landlords from bringing non-payment suits against tenants using HCVs while a tenants income recertification was pending. This protections contained under this agreement expired in April 2016. See generally Scher Barclay et al. v. NYCHA, 1:18-cv-06740-TPG-MHD (S.D.N.Y. 2016), stipulation of settlement.

[117] Human Rights Watch Interview with Dianna R., (pseudonym) March 29, 2021; Documents provided by Dianna R. to Human Rights Watch, March 29, 2021.

[118] Email between Human Rights Watch and a resident association leader at Diannas development.

[119] See generally, New York State Bar Association, LEGALESE: The Use of Tenant Screening Reports and Tenant Blacklisting, 2018, https://nysba.org/NYSBA/Publications/LegalEASE%20Pamphlet%20Series/PUB_LegalEase_Tenant%20Screening%20and%20Blacklisting.pdf (accessed August 4, 2021).

[120] NYCHA, PACT Sample Resident Lease, February 16, 2021, p. 6 https://www1.nyc.gov/assets/nycha/downloads/pdf/PACT%20Residential%20Lease_English.pdf (accessed November 3, 2021), pp. 6-7.

[121] Housing Assistance Payment Contract between NYCHA and PACT Renaissance Collaborative LLC, July 2019, https://nycommons.org/media/files/HAP_contract_Pages_103_to_412_from_PIC_Application_DDA0011071-2.pdf, (accessed June 14, 2021), Exhibit B

[122] NYCHA, Template Control Agreement, pp. 9-11, Exhibit E, Attachment 1B.

[123] Template Control Agreement, December 12, 2019, pp. 2-3 (cross-referencing Template Declaration of Restrictive Covenants and Use Agreement, sec. 6); Housing Assistance Payment Contract between NYCHA and PACT Renaissance Collaborative LLC, part 2, p. 17 (sec. 17(c)); This is a national issue with RAD. Human Rights Watch Interview with Deborah Thrope, February 9, 2021.

[124] Human Rights Watch Interview Elizabeth Gyori, June 15, 2021.

[125] Human Rights Watch Interview with Lucy Newman, June 14, 2021.

[126] Human Rights Watch Interview with Elizabeth Gyori, February 17, 2021.

[127] NYCHA response to Human Rights Watch Letter, August 10, 2021.

[128] Human Rights Watch Interview with Jeanine Henderson, May 20, 2021.

[129] Human Rights Watch Interview with Justin Cuevas, March 21, 2021.

[130] Human Rights Interview with Victor Bach, February 24, 2021.

[131] Victor Bach, Oksana Mironova, and Tom Waters, CSS, NYCHA in Flux: Public Housing Residents Respond, July 2020, https://smhttp-ssl-58547.nexcesscdn.net/nycss/images/uploads/pubs/2020_NYCHA_Report_V81.pdf (accessed June 8, 2021), p. 27.

[132] RAD Statute, sec. 5.

[133] 24 CFR 966.4(l). There are some differences in wording between the regulations applicable to Section 9, and the regulations applicable to Section 8, which thus govern RAD conversions. For the regulations concerning Section 9 note that termination of tenancy can only occur for violations of material lease terms whereas the regulations for Section 8 state that Repeated minor violations of the lease that disrupt the livability of the building will also be grounds for eviction. See 24 CFR 880.607. However, the Section 9 regulations outline a number of household obligations, the violation of which are grounds for eviction. These include, among other things, keeping the apartment in a clean and safe condition, and acting in a way that does not disturb other residents peaceful enjoyment of their accommodations. 24 CFR 966.4(f).

[134] RAD Notice, pp. 64-65, 84, 151, 295-296; 24 CFR 982.555; NYCHA, PACT Sample Resident Lease, p. 2. Informal hearings over subsidy calculations and income adjustments are conducted by the PHA before an impartial hearing officer. Hearings over other grounds, including those preceding eviction, are carried out by the RAD property managers, but must be conducted by an impartial member of the Project Owners staff. RAD Notice, pp. 84, 151.

[135] See generally, Human Rights Watch, *United States No Second Chance: People with Criminal Records Denied Access to Public Housing*, November 2004, <https://www.hrw.org/reports/2004/usa1104/usa1104.pdf>.

[136] See generally, NYCHA, Guidelines on Handling of Termination Cases, Exclusion of Violent or Dangerous Individuals and the Lifting of Exclusions, <https://www1.nyc.gov/assets/nycha/downloads/pdf/law-ansf-case-handling-guidelines.pdf> (June 9, 2021); NYCHA, Management Manual: Rent and Rent Collection, June 7, 2017, <https://eshare.nycha.info/RFQ/Property%20Management%20RFP%20Documents/RFP-66734/RFP%2066734%20-%20Exhibit%20D/Management%20Manual/Management%20Manual%20Chapter%20I.pdf>, pp. 14-15, 43.

[137] New York City, Preliminary Mayors Management Report, January 2021, p. 264; Human Rights Watch estimate of affected families based on NYCHA, 2021 Fact Sheet.

[138] New York City, Mayors Management Report, September 2020, https://www1.nyc.gov/assets/operations/downloads/pdf/mmr2020/2020_mmr.pdf (accessed September 2, 2021), p. 308.

[139] A NYCHA tenant showed Human Rights Watch her lease; Human Rights Watch Interview with Sylvia T. (pseudonym), June 4, 2021; Human Rights Watch Interviews NYCHA Residents, March-June 2021.

[140] Human Rights Watch Interviews NYCHA Residents, March-June 2021.

[141] *Ibid*; See Victor Bach, Oksana Mironova, and Tom Waters, CSS, NYCHA in Flux: Public Housing Residents Respond, p. 15.

[142] Human Rights Watch Interview with Jackie Lara, May 13, 2021.

[143] Human Rights Watch Interview with Cesar Yoc, March 19, 2021.

[144] Human Rights Watch Interview with Gregory Russ, May 5, 2021.

[145] See generally NYCHA, NYCHA's Blueprint for Change: Transformation Plan March 2, 2021, https://www1.nyc.gov/assets/nycha/downloads/pdf/NYCHA_Transformation_Plan_Final.pdf (accessed September 3, 2021).

[146] In NYCHA-managed, Section 9 Public Housing, only evictions for nonpayment and unauthorized occupants begin with a court filing. Holdover evictions, for instance, involving a breach of lease term, utilize an administrative hearing. If the hearing determines that a resident should be evicted, NYCHA may then go to housing court to secure a warrant of eviction, which is typically carried out by New York City marshals. See MFY Legal Services, *How Do I Handle NYCHA Termination-of-Tenancy Procedures?* 2016, <https://mobilizationforjustice.org/wp-content/uploads/NYCHA-How-Do-I-handle-termination-of-tenancy-March-2016.pdf> (accessed September 2, 2021).

[147] Human Rights Watch Interview with Anne Kat Alexander, Researcher and Project Manager at the Princeton University Eviction Lab, August 24, 2021; New York State Bar Association, *LEGALESE: The Use of Tenant Screening Reports and Tenant Blacklisting*.

[148] New York State Bar Association, *LEGALESE: The Use of Tenant Screening Reports and Tenant Blacklisting*, p. 5. A poor credit score can have wide-ranging impacts on an individual's life, threatening various human rights. A low score can impede access to employment and loans for other often essential goods such as a car or phone, as well as increase the cost of insurance and utilities. See Megan Leonhardt, *A Poor Credit Score Affects More Than Just Getting a Loan or Credit Card*, *CNBC*, December 17, 2020, <https://www.cnbc.com/2020/12/17/poor-credit-scores-affect-more-than-just-getting-a-loan-or-credit-card.html> (accessed October 1, 2021).

[149] For a discussion on informal eviction, see Matthew Desmond, *Eviction and the Reproduction of Urban Poverty*, *American Journal of Sociology*: 118 (2012): 95, accessed September 1, 2021, doi: 10.1086/666082

[150] Human Rights Watch Interview with Elizabeth Gyori, Staff Attorney in the Tenant Rights Coalition at Legal Services NYC, February 17, 2021.

[151] Letter from RDC Development LLC to Human Rights Watch, August 11, 2021.

[152] In some cases, a PACT developer can receive more than the fixed contract rent. This occurs where a tenant becomes over income, such that 30 percent of household income is greater than their homes contract rent. In such cases, under HUD rules, tenants are still obligated to pay 30 percent of their income, even though this is higher than the contract rent a PACT developer ordinarily receives. See Chelsea NYCHA Working Group, *Final Report*, February 2021, <https://www1.nyc.gov/assets/nycha/downloads/pdf/Chelsea-NYCHA-WG-Report-Final.pdf> (accessed August 25, 2021), p. 34.

[153] RDC Development response to letter from Human Rights Watch, August 11, 2021;

[154] Human Rights Watch Interview with Greg Russ, May 5, 2021.

[155] Human Rights Watch Interview with Susan Camerata, September 14, 2021.

[156] Human Rights Watch Interview with Susan Camerata, September 14, 2021; See Brett Yates, *What Will Happen to NYCHAs Hidden Population under RAD?*, *The Red Hook Star Revue*, December 6, 2019, <http://www.star-revue.com/what-will-happen-to-nychas-hidden-population-under-rad/> (accessed October 2, 2021).

[157] David Brand, *NYC Tenants Reignite Push for Good Cause Eviction Protections, Despite Landlord Opposition*, *City Limits*, October 20, 2021, <https://citylimits.org/2021/10/20/nyc-tenants-reignite-push-for-good-cause-eviction-protections-despite-landlord-opposition/> (accessed October 21, 2021).

[158] See generally *Access to Justice: New York State Courts, New York City Tenants: Questions & Answers About Housing Court*, November 2016, <https://nycourts.gov/courts/nyc/housing/pdfs/tenantsguide.pdf> (accessed October 21, 2021); New York Attorney General, *Residential Tenants Rights Guide Renters Rights and Protections Under New York State Law*, https://ag.ny.gov/sites/default/files/tenants_rights.pdf (accessed October 21, 2021).

[159] CESCR, *Views adopted by the Committee Concerning Communication No. 85/2018 (El Goumari and Tidli v. Spain)*, March 16, 2021, E/C.12/69/D/85/2018, <https://undocs.org/pdf?symbol=en/E/C.12/69/D/85/2018> (accessed December 14, 2021), para 8.3; see also CESCR, *Views Adopted by the Committee, Concerning Communication No. 37/2018 (Lpez Albn v. Spain)*, November 29, 2019, E/C.12/66/D/37/2018, <https://docstore.ohchr.org/SelfServices/FilesHandler.ashx?enc=4slQ6QSmI> BEDzFEovLCuW%2fxYqrebPI9nrLL6ZxgEYzaU8K93ZZ%2b31fCTRBEigY9tavjXQOPQOou%2fyVepYPeFNKZd5Vyu9dVrvOmXoM%2bfqVL0S0pt5gN%2buKaR5b7fTq27Jo9YEOicuBudZEprbyow%3d%3d (accessed December 14, 2021), para. 11.5

[160] See generally also Lpez Albn v. Spain, para. 11.7 ([A] State party will be committing a violation of the right to adequate housing if it stipulates that a person who is occupying a property without legal title must be evicted immediately irrespective of the circumstances in which the eviction order would be carried out.).

[161] NYCHA response to Human Rights Watch Letter, August 10, 2021.

[162] NYCHA, *NYCHAs Permanent Affordability Commitment Together (PACT) Progress Report: Summer 2021*, *NYCHA Journal*, September 2, 2021, <https://nychajournal.nyc/nychas-permanent-affordability-commitment-together-pact-progress-report-summer-2021/> (accessed October 25, 2021).

[163] Partial eviction data has been published in various public documents, including NYCHAs annual plans as well as various other public documents. See, e.g., NYCHA, *Next Generation NYCHA*, May 2015, <https://www1.nyc.gov/assets/nycha/downloads/pdf/nextgen-nycha-web.pdf> (accessed October 25, 2021), p. 50 (stating that NYCHA evicts 0.12 percent of its households for non-payment of rent). NYCHA, *Final Significant Amendment to the Annual PHA Plan for Fiscal Year 2020*, January 15, 2021, https://www1.nyc.gov/assets/nycha/downloads/pdf/Final%20Amendment_FY%202020%20Annual%20Plan_01.15.21%20FINAL.pdf (accessed October 25, 2021), p. 73 (stating that the 2019 eviction rate in PACT properties was 0.18 percent, nearly half that of the NYCHA eviction rate). The data disclosed appears to be incorrect or only partial. As NYCHAs data disclosed in its response to a letter from Human Rights Watch indicates a 2019 PACT eviction rate of 0.5 percent, compared to a 0.3% eviction rate in NYCHA-managed developments. NYCHA response to Human Rights Watch Letter, August 10, 2021.

[164] Human Rights Watch asked NYCHA If a tenant moves out in response to an eviction filing as opposed to a full judgment would that be counted in NYCHAs eviction data as a holdover/abandonment or as a nonpayment eviction? NYCHA responded: There are many reasons as to why a tenant may move out during the course of an eviction proceeding. As such, we can only count evictions once a warrant has been executed, not eviction filings. Email from NYCHA to Human Rights Watch, September 5, 2021.

[165] NYCHA told Human Rights Watch that an eviction may be classified as an abandonment where a household moves out of its apartment without notifying their property manager. NYCHA response to Human Rights Watch Letter, August 10, 2021.

[166] See MFY Legal Services, *How Do I Handle NYCHA Termination-of-Tenancy Procedures?*

[167] Ibid.

[168] For the latest data, see NYCHA, *Outcomes of Non-Desirability Cases 2020*, <https://www1.nyc.gov/assets/nycha/downloads/pdf/2020-Outcomes-of-NonDes-and-PE-Removal.pdf> (accessed October 25, 2021).

[169] See NYCHA, *Housing Choice Voucher Administrative Plan*, May 18, 2020, <https://www1.nyc.gov/assets/nycha/downloads/pdf/HCVAdministrativePlan-05-18-2020.pdf> (accessed October 25, 2021), pp. 45 (giving NYCHA discretion to terminate subsidy assistance if any member of the household commits drug-related criminal activity; violent criminal activity; criminal activity directly relating to domestic violence, sexual violence, dating violence, sexual assault or stalking; or other criminal activity, as well as when NYCHA has reasonable cause to believe that a household members alcohol or illegal drug use, or a pattern of alcohol or illegal drug, use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.).

[170] The average contract rent (the total amount a landlord is entitled to, including both NYCHA subsidy and the portion of the rent paid by tenants) for households assisted under NYCHAs Section 8 program is \$1,547 per month. On average, tenants pay \$363 of this amount each month with NYCHA subsidy making up the remaining \$1,185. NYCHA, *Resident Data Summary 2021*, p. 4.

[171] Citizens Housing Planning Council, *New Partners in Public Housing: Evaluation of NYCHAs Triborough Pilot Project, Interim Report*, June 2018, <https://chpcny.org/wp-content/uploads/Public-Housing-Triborough-Interim-Report.pdf> (Accessed June 9, 2019), p.12. A final report has not been released as of July 2021.

[172] Laura Kusisto, *Private Sector Does Better Job Managing Public Housing than New York City: Study*, *Wall Street Journal*, June 18, 2018, <https://www.wsj.com/articles/private-sector-does-better-job-managing-public-housing-than-new-york-city-study-1529248106> (accessed June 10, 2021).

[173] Response from C+C Apartment Management LLC to Human Rights Watch, August 4, 2021; NYCHA response to Human Rights Watch Letter, August 10, 2021.

[174] Response from C+C Apartment Management LLC to Human Rights Watch, August 4, 2021.

[175] Ibid.

[176] Video on file with Human Rights Watch. Human Rights Watch was unable to ascertain when the video was recorded.

[177] NYCHA response to Human Rights Watch Letter, August 10, 2021; Human Rights Watch Analysis of NYCHA, *Development Data Book 2021*.

[178] NYCHA response to Human Rights Watch Letter, August 10, 2021 According to figures provided by NYCHA, in 2017, the eviction rate in NYCHA housing was 1 per 326 households, compared to 1 per 66 PACT households. In 2018, 1 out of every 302 NYCHA households was evicted, compared to 1 in every 257 PACT households. In 2019, 1 out of every 303 NYCHA households was evicted, compared with 1 out of every 207 PACT households. These rates may underestimate the eviction rates at PACT developments, as the number of total households for each given year includes developments that converted late in that year. For example, the denominator NYCHA used to calculate the overall PACT eviction rate in 2018 includes developments that converted in November and December of 2018

[179] NYCHA, *Development Data Book 2021*, p. 216.

[180] RDC Development response to letter from Human Rights Watch, August 11, 2021.

[181] NYCHA response to Human Rights Watch Letter, August 10, 2021; RDC Development response to letter from Human Rights Watch, August 11, 2021; Enterprise Community Partners, *Rental Assistance Demonstration (RAD): Lessons Learned at the Ocean Bay (Bayside) Apartments 2017-2018*, <https://www.enterprisecommunity.org/sites/default/files/2021-06/RAD-lessons-learned-at-ocean-bay.pdf> (accessed June 10, 2021), pp. 43-44,

[182] Enterprise Community Partners, *Rental Assistance Demonstration (RAD)*, pp. 43-44. NYCHA has, in the past, reported inconsistent eviction data for Wavecrest. In the same Enterprise Community Partners report, NYCHA reported just 15 evictions at Ocean Bay between January 2017 and August 2019. Ibid., p. 44.

[183] Enterprise Community Partners, *Rental Assistance Demonstration (RAD)*, pp. 43-44

- [184] RDC Development response to letter from Human Rights Watch, August 11, 2021.
- [185] Human Rights Watch analysis based on dividing the number of evictions by the number of households at Ocean Bay (1,393).
- [186] NYCHA response to Human Rights Watch Letter, August 10, 2021.
- [187] Enterprise Community Partners, Rental Assistance Demonstration (RAD), p. 43
- [188] Ibid.
- [189] NYCHA response to Human Rights Watch Letter, August 10, 2021.
- [190] RDC Development Response to Human Rights Watch Letter, August 11, 2021; New York City, Mayors Management Report, September 2021, p. 397.
- [191] NYCHA response to Human Rights Watch Letter, August 10, 2021.
- [192] RDC Development Response to Human Rights Watch Letter, August 11, 2021
- [193] For example, NYCHAs 2021 rent collection ate was 78 percent, meaning that the percentage of aggregate uncollected rent was 22 percent. However, *40 percent* of its households are in arrears. New York City, Mayors Management Report 2021, p. 397. To provide a hypothetical illustration of the difference in the two concepts, if a public housing development has 10 tenants who each owe \$100 a month in rent, and 5 of those tenants are only able to pay \$90 a month in rent, the development would have a rent collection rate of 95 percent (\$950 out of the \$1000 in total rent owed was collected), but a rent delinquency rate of 50 percent (5 out of 10 tenants are in arrears).
- [194] Human Rights Watch analysis based on data provided by NYCHA in response to a letter from Human Rights Watch. In their response, NYCHA noted that there were 49 evictions in the 4.5 years leading up to Ocean Bays PACT conversion, compared with 52 evictions in the 4.5 years following. They did not provide an annual eviction breakdown. This data indicates that, both before and after PACT, Ocean Bay had higher eviction rates than the NYCHA average. However, this way of presenting the number of evictions fails to account for the fact that, between March 2020 and August 2021, there has been a moratorium on evictions due to the Covid-19 pandemic. In NYCHAs response, they stated that, in both PACT and NYCHA properties, there have been no permanent evictions since the moratorium was instituted, though Human Rights Watch was unable to independently verify this.
- [195] City Council of New York, Transcript of the Committee on Public Housing, January 13, 2021, <https://legistar.council.nyc.gov/View.aspx?M=F&ID=9101393&GUID=B202EC6-FC66-488B-A09F-C6F901494501> (accessed July 9, 2021), p. 134.
- [196] Enterprise Community Partners, Rental Assistance Demonstration (RAD), p. 43. In public housing, after an apartment is abandoned, NYCHA or PACT developers must still go through a formal eviction process to allow the apartment to be re-let. Human Rights Watch was unable to uncover information regarding why a given resident abandoned their apartment.
- [197] NYCHA response to Human Rights Watch Letter, August 10, 2021.
- [198] Human Rights Watch Interview with Greg Russ, May 5, 2021.
- [199] Enterprise Community Partners, Rental Assistance Demonstration (RAD), p. 43; See NYCHA, PACT Sample Resident Lease, pp. 6-9.
- [200] NYCHA response to Human Rights Watch Letter, August 10, 2021
- [201] See generally Jake Blumgart, The Ghost Tenants of New York City. See also Human Rights Watch, *United States No Second Chance* (discussing public housing screening processes that unreasonably deny housing to those with criminal records). Revisions to NYCHAs policies surrounding permanent exclusion and denial of potential residents with criminal records are pending, as of this writing. See, NYCHA, Changes to Policies Related to Criminal Justice, 2020, https://www1.nyc.gov/assets/nycha/downloads/pdf/CJ-Policies-For-Public-Comment-FINAL.pdf?mc_cid=68ae4ba722&mc_eid=8c953b63db (accessed October 2, 2021).
- [202] See generally Maia M. Cole, Permanently Excluded, *New York University Law Review* 95 (2020): 1066, 1074, accessed October 1, 2021, <https://www.nyulawreview.org/wp-content/uploads/2020/10/NYULawReview-Volume-95-Issue-4-Cole.pdf>
- [203] Human Rights Interview with Celine M. (pseudonym), March 25, 2021.
- [204] Nate File, When Rent Comes Due, Residents of Privatized Public Housing May be Most Vulnerable, *Bedford and Bowery*, July 7, 2020, <https://bedfordandbowery.com/2020/07/when-rent-comes-due-residents-of-privatized-public-housing-may-be-most-vulnerable/> (accessed September 3, 2021).
- [205] Human Rights Watch Interview with Lucy Newman, June 14, 2021; RDC Development Response to Human Rights Watch Letter, August 11, 2021.
- [206] Human Rights Watch Interview with Jeanine Henderson, May 20, 2021.
- [207] RDC Development Response to Human Rights Watch Letter, August 11, 2021.
- [208] NYCHA response to Human Rights Watch Letter, August 10, 2021
- [209] Human Rights Watch Interview with Lucy Newman, June 14, 2021.
- [210] MFY Legal Services, How Do I Handle NYCHA Termination-of-Tenancy Procedures? 2016.
- [211] See generally New York State Bar Association, LEGALESE: The Use of Tenant Screening Reports and Tenant Blacklisting, 2018.
- [212] Human Rights Watch analysis of Rent Guidelines Board Income and Affordability Studies, 2018-2021. These reports reveal nonpayment eviction filing rates from 2017 to 2019 across NYCHA between 23% and 17%. RDC development did not provide an annual breakdown of evictions, but it likely ranges between 20% and 14%. The exact annual rate depends on the impact eviction moratorium.
- [213] See Eviction Lab, Eviction Tracking: New York, New York, Last updated August 29, 2021, <https://evictionlab.org/eviction-tracking/new-york-ny/> (accessed September 2, 2021).
- [214] RDC Development Response to Human Rights Watch Letter, August 11, 2021.
- [215] See, e.g., NYC Rent Guidelines Board, 2019 Income and Affordability Study, <https://rentguidelinesboard.cityofnewyork.us/wp-content/uploads/2019/08/2019-IA.pdf> (accessed November 19, 2021), p. 19.
- [216] Human Rights Watches Analysis of eviction filing numbers provided by NYCHA and RDC indicate that the annual eviction rate is between 14 and 20, depending on the impact of the eviction moratorium. An eviction filing rate is calculated by taking the number of filings and dividing it by the number of households at a development. However, that 40 percent of eviction filings were, according to RDC, repeat filings for the same households, means that the annual filing rate may not translated into the percentage of households that actually received an eviction filing.
- [217] NYCHA response to Human Rights Watch Letter, August 10, 2021; RDC Development Response to Human Rights Watch Letter, August 11, 2021.
- [218] Project Parachute, Preventing Eviction for New Yorkers Amid Covid-19: Policy Recommendations of the New York City Eviction Prevention Roundtable, January 2021, <https://www.enterprisecommunity.org/download?fid=14688&nid=11615#:~:text=The%20New%20York%20City%20Eviction%20Prevention%20Roundtable%20is%20a%20collaborative,providers%20and%20social%20service%20providers>. (accessed September 2, 2021), p.1.
- [219] New York State, ERAP Questions and Answers, <https://otda.ny.gov/programs/emergency-rental-assistance/faq.asp> (accessed September 22, 2021).
- [220] *Fields et al. v. Russ and the New York City Housing Authority*, 19-cv-11368 (ER) (S.D.N.Y., 2021), Stipulation of Settlement and Order, sec. V.
- [221] Human Rights Watch Interview with Anne Kat Alexander, Researcher and Project Manager at the Princeton University Eviction Lab, August 24, 2021; New York State Bar Association, LEGALESE: The Use of Tenant Screening Reports and Tenant Blacklisting.
- [222] NYCHA response to Human Rights Watch Letter, August 10, 2021
- [223] The different numbers reflect different ways that Human Rights Watch excluded possible duplicate cases in the data. There were 83 separate apartments that were subject to eviction proceedings between 2017 and 2019. There were 90 evictions if only cases involving the same apartment and *either* the same date or docket number are excluded.
- [224] The Right to Council Coalition is a coalition of tenants, lawyers, and activists who advocate for measures which protect tenants from eviction. See generally, Right to Counsel NYC Coalition, <https://www.righttocounselnyc.org/> (accessed August 4, 2021). The Anti-eviction Mapping Project is a data-visualization, critical cartography, and multimedia storytelling collective, consisting of volunteers, which analyzes housing and eviction data, primarily in high-cost areas. See Anti-eviction Mapping Project, About, <https://antievictionmap.com/about> (accessed August 4, 2021).
- [225] NYCs Worst Evictors, The 2019 Worst Evictors in New York City, <https://www.worstevictorsnyc.org/evictors-list/citywide> (accessed July 1, 2021) (finding 722 evictions). Total number of NYCHA units from NYCHA, 2020 Fact Sheet, p.1. Human Rights Watch was unable to ascertain whether judgments in all cases that proceed through NYCHAs administrative eviction process are executed by city marshals. However, even if the number of administrative evictions on non-desirability grounds in 2019 (96) is added to the 722 evictions recorded in city marshal data, the rate (0.5) would still be lower than that of Ocean Bay. See, NYCHA, Outcomes of Non-Desirability Cases 2019, <https://www1.nyc.gov/assets/nycha/downloads/pdf/2019-permanent-exclusion-report.pdf> (accessed October 4, 2021).
- [226] NYCHA, Development Data Book 2021, p. 3.
- [227] NYCHA response to Human Rights Watch Letter, August 10, 2021. NYCHAs data for Betances was, as the information for Ocean Bay, presented in a way which minimized the discrepancy in evictions by having the comparison timeframe include periods when the eviction moratorium was in effect.
- [228] NYCHA response to Human Rights Watch Letter, August 10, 2021.

[229] Human Rights Watch review of New York City marshal eviction data.

[230] RDC Development Response to Human Rights Watch Letter, August 11, 2021.

[231] Human Rights Watch analysis of NYCHA Development Data Book 2021.

[232] NYCHA, Resident Stability & Retention Guidelines for PACT Development Teams, https://eshare.nycha.info/sites/PACT12/Library/Exhibit%20F_Housing%20Stability%20and%20Retention%20Guidance.pdf (accessed January 24, 2022), p. 3

[233] RAD Notice, pp. 64-65.

[234] Human Rights Watch Interview Elizabeth Gyori, June 15, 2021.

[235] Human Rights Watch Interviews with NYCHA residents, March-June 2021.

[236] Human Rights Watch Interview with Anthony Sanchez, March 26, 2021. Human Rights Watch also reviewed the relevant 60-day notice to vacate.

[237] Pennrose response to letter from Human Rights Watch, August 12, 2021.

[238] NYCHA response to Human Rights Watch Letter, August 10, 2021; Pennrose response to letter from Human Rights Watch, August 12, 2021.

[239] Pennrose response to letter from Human Rights Watch, August 12, 2021.

[240] RDC Development Response to Human Rights Watch Letter, August 11, 2021. Obtaining verification that a landlord is only suing for the tenant portion of the rent, as opposed to NYCHA's portion, is legally required pursuant to *Williams v. New York City Housing Authority*, 975 F. Supp. 317 (S.D.N.Y., 1997).

[241] Philip ME Garboden and Eva Rosen, Serial Filing: How Landlords Use the Threat of Eviction, City and Community, 18 (2019):639-640, accessed August 4, 2021, doi:10.1111/cic0.12387. In New York City, evictions can only be carried out pursuant to court order. Informal evictions, such as lockouts, are illegal. See New York City, New Protections for All Tenants, <https://www1.nyc.gov/content/tenantprotection/pages/new-protections-for-all-tenants> (accessed October 27, 2021).

[242] Human Rights Watch Interviews with NYCHA residents, March-June 2021.

[243] See, e.g., NYCHA, Presentation at June 2021 PACT Information Session, <https://www1.nyc.gov/assets/nycha/downloads/pdf/juneinfosessiona.pdf> (accessed July 13, 2021), pp. 6-7.

[244] Human Rights Watch interviews with NYCHA residents revealed issues surrounding heat, pests, potentially toxic mold, lead paint, broken elevators, and a persistent inability to obtain necessary repairs. See generally *United States v. New York City Housing Authority*, 1:18-cv-05213-WHP, (S.D.N.Y., 2019).

[245] Human Rights Watch visit to Ocean Bay (Bayside) and Ocean Bay (Oceanside). Oceanside is operated by NYCHA; NYCHA, NYCHA, NYS, and Hud Announce \$560 Million Upgrade and Preservation of Nychas Ocean Bay Bayside Apartments in Far Rockaway, June 19, 2017, <https://www1.nyc.gov/site/nycha/about/press/pr-2017/bayside-apartments-20170619.page> (accessed December 29, 2021)

[246] Human Rights Watch visit to Betances Houses, September 13, 2021. This visit was organized by Wavecrest Management, and involved a tour of the grounds and model apartments. Human Rights Watch did not tour any occupied units.

[247] See Diana Hernandez et al., A New Lease on Life in Public Housing: Assessing the Impact of the Rental Assistance Demonstration Program on Smoking in Buildings and Resident Satisfaction, *Cityscape* 23(2) (2021): 81-82, accessed September 22, 2021, <https://www.huduser.gov/portal/periodicals/cityscpe/vol23num2/ch4.pdf>.

[248] Human Rights Watch Interviews with tenants in PACT Developments, March-June 2021.

[249] Human Rights Watch Interview with Jeanine Henderson, May 20, 2021.

[250] Human Rights Watch Interview with Sonyi Lopez, March 31, 2021.

[251] Human Rights Watch Interview with Jackie Lara, May 13, 2021.

[252] Human Rights Watch Interview with Elizabeth Gyori, June 11, 2021.

[253] PACT deals frequently consist of bundles, in which developments that were formally separate under NYCHA are combined into single PACT developments. The five PACT developments where Human Rights Watch conducted interviews consist of 42 formerly separate NYCHA-managed developments.

[254] PRC response to letter from Human Rights Watch, August 9, 2021.

[255] Human Rights Watch Interview with Demetrius Gonzalez, March 23, 2021.

[256] Ibid.

[257] Human Rights Watch Interview with Justin Cuevas, March 21, 2021.

[258] Human Rights Watch Interview with Aida Gonzalez, March 23, 2021.

[259] PRC response to letter from Human Rights Watch, August 9, 2021.

[260] Human Rights Watch Interview with Justin Cuevas, March 21, 2021.

[261] Human Rights Watch Interview with Jessica Devalle, August 22, 2021; Human Rights Watch Interview with David Leichter, May 31, 2021.

[262] Human Rights Watch Interview with Jessica Devalle, August 22, 2021.

[263] Ibid.

[264] DOB, Complaints By Address: 73 Wilson Street, <http://a810-bisweb.nyc.gov/bisweb/ComplaintsByAddressServlet?requestid=5&allbin=3341987> (accessed October 8, 2021); DOB, Complaints By Address: 121 Taylor Street, <http://a810-bisweb.nyc.gov/bisweb/ComplaintsByAddressServlet?requestid=1&allbin=3334989> (accessed October 8, 2021); DOB, Complaints By Address: 528 Bedford Ave., <http://a810-bisweb.nyc.gov/bisweb/ComplaintsByAddressServlet?requestid=9&allbin=3059905> (accessed October 8, 2021); DOB, Complaints by Address: 85 Taylor Street, <http://a810-bisweb.nyc.gov/bisweb/ComplaintsByAddressServlet?requestid=9&allbin=3334990> (accessed October 8, 2021).

[265] Response of Renewal Construction LLC to Human Rights Watch Letter, October 22, 2021. Renewal also stated that they have not received any violations from the Department of Buildings for overcrowded elevators.

[266] PRC response to letter from Human Rights Watch, August 9, 2021.

[267] Construction dust can cause or exacerbate respiratory conditions. Ronda Kaysen, The Risks of Inhaling Construction Dust *New York Times*, May 14, 2016, <https://www.nytimes.com/2016/05/15/realestate/the-risks-of-inhaling-construction-dust.html> (accessed October 13, 2021).

[268] Administrative Code of New York City, Sec. 28-120.1. A tenant protection plan will vary depending on the project and site of construction, but must be public and outline detailed and specific provisions related to resident safety, including egress, fire safety, health requirements, compliance with housing standards, structural safety, noise restrictions, and maintenance of essential services such as water, gas, heating, and power.

[269] NYC Department of Buildings, TPPI: Tenant Protection Plan for 344 East 28th Street, <http://a810-bisweb.nyc.gov/bisweb/BScanJobDocumentServlet?requestid=9&passjobnumber=140941202&passdocnumber=01&allbin=1020611&scancode=ES190430671> (accessed July 16, 2021).

[270] Human Rights Watch Interview with Aida Gonzalez, March 23, 2021.

[271] Human Rights Watch Interview with Demetrius Gonzalez, March 23, 2021.

[272] Ibid.

[273] Ibid.

[274] PRC response to letter from Human Rights Watch, August 9, 2021.

[275] 15 N.Y.C.R., secs. 1-02, 1-31, 1-36. Letter from PACT Renaissance Collaborative, LLC to residents at 344 East 28th Street; Human Rights Watch Interview with Melanie Aucello, June 14, 2021. Documents submitted to the New York City Department of Buildings list multiple common areas and apartments where asbestos is present. Asbestos Assessment Report for 344 East 28th Street, <http://a810-bisweb.nyc.gov/bisweb/BScanJobDocumentServlet?requestid=9&passjobnumber=140941202&passdocnumber=01&allbin=1020611&scancode=ES180738680> (accessed July 16, 2021).

[276] NYC Open Data, Asbestos Violations, <https://data.cityofnewyork.us/City-Government/asbestos-violations/r6c3-8mpt/data> (accessed September 24, 2021).

[277] PRC response to letter from Human Rights Watch, August 9, 2021.

[278] Human Rights Watch review of NYC Open Data, Asbestos Violations (accessed December 29, 2021).

[279] Human Rights Watch Interview Jessica Devalle, August 22, 2021.

[280] HPD, Building Registration Summary Report (accessed October 7, 2021).

[281] *Jessica Devalle v. Reliant Realty Services LLC and NYC Department of Housing Preservation and Development*, LT-0000644-21/KI, Case Summary, August 19, 2021.

[282] *Jessica Devalle v. Williamsburg Housing Preservation L.P., et al.*, L&T 307797/2021, Stipulation to Dismiss with Prejudice, October 21, 2021 (New York City Civil Court).

[283] Email from Renewal Construction to Human Rights Watch, November 8, 2021.

[284] NYCHA, Lead-Based Paint Report: XRF Testing Initiative, August 26, 2021, <https://my.nycha.info/PublicSite/Transparency/XrfReport> (accessed September 1, 2021).

[285] Ibid.

[286] Human Rights Watch Interview Jessica Devalle, August 22, 2021.

[287] OATH/ECB Violation Number 39035263P, January 21, 2021 39035263P (accessed August 27, 2021).

[288] Response from Renewal Construction LLC to Human Rights Watch Letter, October 22, 2021.

[289] Ibid.

[290] Human Rights Watch Interview with Anthony Sanchez, March 26, 2021.

[291] Human Rights Watch Interview with Anthony Sanchez, March 26, 2021.

[292] Pennrose response to letter from Human Rights Watch, August 12, 2021.

[293] Human Rights Watch Interview with Elizabeth Gyori, June 15, 2021.

[294] Human Rights Watch Interview with David Leichter, May 31, 2021.

[295] Human Rights Watch Interview with Mercedes Diaz, March 29, 2021

[296] Human Rights Watch Interview with Jessica Devalle, August 22, 2021.

[297] Response from Omni New York LLC to Human Rights Watch Letter, August 13, 2021.

[298] PRC response to letter from Human Rights Watch, August 9, 2021.

[299] Human Rights Watch interview with tenants at Ocean Bay (names withheld), June 7, 2021.

[300] Human Rights Watch Interview with Tina M. (pseudonym), June 7, 2021.

[301] Ibid.

[302] Ibid.

[303] Human Rights Watch Interview with Jeanine Henderson, May 20, 2021.

[304] Ibid; see also Greg B. Smith and Trone Dowd, Tenants in Privately Managed NYCHA Homes Kept in Dark on Building Repairs, *The City*, February 3, 2020, <https://www.thecity.nyc/housing/2020/2/3/21210568/tenants-in-privately-managed-nycha-homes-kept-in-dark-on-building-repairs> (June 14, 2021).

[305] Human Rights Watch Interview with Jeanine Henderson, May 20, 2021.

[306] Human Rights Watch Interview with Sonia Delawrence, June 7, 2021.

[307] Ibid; Email from Lopez to Human Rights Watch, July 6, 2021.

[308] RDC Development response to letter from Human Rights Watch, August 11, 2021

[309] Human Rights Watch Interview with Anthony Sanchez, March 26, 2021.

[310] Human Rights Watch Interview with Jeanine Henderson, May 20, 2021.

[311] Human Rights Watch Interview with Sonyi Lopez and Sonia Lopez, March 30, 2021.

[312] Human Rights Watch Interview with Anthony Sanchez, March 26, 2021.

[313] Pennrose response to letter from Human Rights Watch, August 12, 2021.

[314] RAD Notice, pp. 92-95.

[315] RAD Notice, pp. 92-95.

[316] See generally, HUD, Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, Fed. Reg. Vol. 72 January 22, 2007, p. 2751, <https://www.hud.gov/sites/documents/FINALLEP2007.PDF> (accessed August 4, 2021). During the Covid-19 pandemic, meetings were allowed to be held virtually, though PHAs should be attentive to the nature of technology which residents are likely to have in their homes. See HUD Office of Multifamily Housing Programs, Questions and Answers for Office of Multifamily Housing Stakeholders: Coronavirus (COVID-19), May 21, 2020, https://www.hud.gov/sites/dfiles/Housing/documents/MF_COVID-19_QA_5.21.20_RAD_Only.pdf (August 4, 2021).

[317] HUD, Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, p. 2734.

[318] Ibid.

[319] Human Rights Watch Interview with Greg Russ and Barbara Brancaccio, Chief Communications Officer at NYCHA, May 5, 2021.

[320] NYCHA, PACT Resources for Residents, June 13, 2021, <https://www1.nyc.gov/site/nycha/about/pact/resident-resources.page> (accessed June 13, 2021). Leases are available in English, Spanish, French, Chinese (both simplified and traditional), and Russian.

[321] PRC response to letter from Human Rights Watch, August 9, 2021.

[322] Response from Omni New York LLC to Human Rights Watch Letter, August 13, 2021.

[323] Human Rights Watch Interviews with tenants in PACT Developments, March-June 2021.

[324] Human Rights Watch Interview with Elizabeth Gyori, February 17, 2021.

[325] Human Rights Watch Interviews with tenants in PACT Developments, March-June 2021; Human Rights Watch Interview with Elizabeth Gyori, February 17, 2021, June 15, 2021.

[326] Human Rights Watch Interview with Melanie Aucello, April 16, 2021.

[327] Human Rights Watch Interviews with residents at 344 East 28th Street, March 23, 2021, March 29, 2021.

[328] Human Rights Watch Interview with Demetrius Gonzalez, March 23, 2021.

[329] Human Rights Watch Interview with Diane De Jesus, March 23, 2021.

[330] Human Rights Watch Interview with Aida Gonzalez, March 23, 2021.

[331] Human Rights Watch Interview with Anthony Sanchez, March 26, 2021.

[332] Human Rights Watch Interview with Elizabeth Gyori, February 17, 2021.

[333] Human Rights Watch Interview with Melanie Aucello, April 16, 2021.

[334] Human Rights Watch Interview with Jessica Devalle, August 22, 2021.

[335] Human Rights Watch Interview with Elizabeth Gyori, February 17, 2021.

[336] See NYCHA, Preliminary Summary of Reporting Requirements for Round 10 RFEI, <https://eshare.nycha.info/sites/pact10/Library/Exhibit%20Q%20-%20Asset%20Management%20Reporting%20Requirements.pdf> (accessed July 13, 2021).

[337] See, e.g., NYCHA, Permanent Affordability Commitment Together (PACT): Frequently Asked Questions (FAQs), <https://www1.nyc.gov/assets/nycha/downloads/pdf/PACT-RAD-FAQs-2020.pdf>, (accessed September 1, 2021).

[338] Human Rights Watch Interview with Melanie Aucello, April 16, 2021.

[339] Ibid.

[340] Human Rights Watch Interview Jessica Devalle, August 22, 2021.

[341] For a list of social service providers who are pre-qualified to be selected for PACT conversions, see PACT 2021: Pre-Qualified Partners (As of 10/19/20), <https://www1.nyc.gov/assets/nycha/downloads/pdf/PACT%202021%20Prequalified%20Partner%20List%20Social%20Service%20Providers.pdf>, accessed October 15, 2021.

[342] NYCHA, PACT Round 10 RFEI, pp. 1, 20-21, 24.

[343] PRC response to letter from Human Rights Watch, August 9, 2021.

[344] Response from Omni New York LLC to Human Rights Watch Letter, August 13, 2021.

[345] Human Rights Watch Interview with Dianna R., March 29, 2021.

[346] Human Rights Watch Interview with David Leichter, June 14, 2021.

[347] Human Rights Watch Interview Jessica Devalle, August 22, 2021.

[348] NYCHA response to Human Rights Watch Letter, August 10, 2021

[349] NYCHA response to Human Rights Watch Letter, August 10, 2021.

[350] See generally Congressional Research Service, An Overview of Section 8 Housing Programs: Housing Choice Vouchers and Project-Based Rental Assistance, February 7, 2014, p. 7.

[351] NYCHA response to Human Rights Watch Letter, August 10, 2021; Human Rights Watch Interview with Tina M., June 7, 2021.

[352] Human Rights Watch Interview with Tina M., June 7, 2021.

[353] Ibid.

[354] Human Rights Watch Interview with Melanie Aucello, April 16, 2021.

[355] NYCHA response to Human Rights Watch Letter, August 10, 2021.

[356] Human Rights Watch Interview Jessica Devalle, August 22, 2021.

[357] International Covenant on Economic, Social and Cultural Rights (ICESCR), adopted December 16, 1966, G.A. Res. 2200A (XXI), entered into force January 3, 1976, art. 11(1). The United States has signed but not ratified the ICESCR; Universal Declaration of Human Rights, adopted December 10, 1948, G.A. Res. 217A(III), U.N. Doc. A/810 at 71 (1948), art. 25(1).

[358] Vienna Convention on the Law of Treaties adopted May 22, 1969, G.A. Res. 2166 (XXI), 2287 (XXII), 1155 U.N.T.S. 331, U.N. Doc. A/CONF.39/11/Add.2, entered into force January 27, 1980, art. 18. The Vienna Convention is widely viewed as being reflective of customary international law.

[359] UN Committee on Economic, Social and Cultural Rights (CESCR), General Comment No. 3: The Nature of States Parties Obligations, U.N. Doc E/1991/23 (1990), para. 9

[360] International Convention on the Elimination of All Forms of Racial Discrimination, adopted December 21, 1965, G.A. Res. 2106 (XX), 20 U.N. GAOR Supp. (No. 14) at 47, U.N. Doc. A/6014 (1966), entered into force January 4, 1969, ratified by the United States on October 21, 1994, Art. 1. Under ICERD, racial discrimination is defined as any distinction, exclusion, restriction or preference based on race, colour, descent, or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing, of human rights and fundamental freedoms in the political, economic, social, cultural or any other field of public life. ICERD, Part I, Article 1(1).

[361] UN Convention on the Rights of Persons with Disabilities, art. 28, and Committee on the Rights of Persons with Disabilities, General Comment No. 5 (2017) on living independently and being included in the community.

[362] CRPD, art. 19.

[363] CESCR, General Comment No. 20: Non-discrimination in Economic, Social and Cultural Rights, U.N. Doc. E/C.12/GC/20, (2009), paras. 27-29; see also ICESCR, art. 2(2) (prohibiting discrimination based on race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or *other status*.) (emphasis added).

[364] CESCR, General Comment No. 4, para. 8(e).

[365] CESCR, General Comment No. 4: The Right to Adequate Housing, U.N. Doc. E/1992/23 (1991), para. 8(d).

[366] Ibid., para 8(b)

[367] Ibid. Para 8(a)

[368] CESCR, General Comment No. 4, para. 8(c).

[369] Ibid.

[370] CESCR, General Comment No. 4, para. 18.

[371] CESCR, General Comment No. 7: The Right to Adequate Housing: Forced Evictions, U.N. Doc. E/1998/22, (1997), para. 3.

[372] CESCR, General Comment No. 7, para. 9, 11, 15-16; See also Human Rights Watch, *United States No Second Chance* (discussing public housing screening processes that unreasonably deny housing to those with criminal records).

[373] El Goumari and Tidli v. Spain, para 8.3; see also Lpez Albn v. Spain, para. 11.5.

[374] Lpez Albn v. Spain, para. 11.7. This communication was submitted under the optional protocol to the ICESCR, which Spain, the country in which Albn resided, had ratified. The optional protocol to ICESCR allows individuals to submit complaints to the CESCR alleging that they were victims of a violation of rights guaranteed under the ICESCR. Such communications are admissible only if the CESCR determines that all domestic remedies have been exhausted. If admissible, the CESCR will submit its views regarding the communication to the relevant State party. The State party is obligated to give due consideration to the views of the CESCR and provide a written response within six months, including in action taken in light of the CESCRs recommendations. See Optional Protocol to the International Covenant on Economic, Social, and Cultural Rights, adopted December 10, 2008, GA Res. 63/117, 63 U.N. GAOR Supp. (No. 49) at 329, U.N. Doc. A/Res/62/117 (2008), 2922 U.N.T.S. 29, entered into force May 5, 2013.

[375] Lpez Albn v. Spain, paras. 2.2-2.12, 7.2.

[376] Ibid., para. 11.7

[377] CESCR, General Comment No. 7, para. 4

[378] International Covenant on Civil and Political Rights (ICCPR), adopted December 16, 1966, G.A. Res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force March 23, 1976, ratified by the United States on June 8, 1992, arts 6, 9, 17.

[379] Ibid, art. 17(1). The term home is not limited by ownership and is to be interpreted broadly to include the place where a person resides. UN Human Rights Committee, General Comment No. 16: The Right to Privacy, (1988), para. 5.

[380] Naidenova et al. v Bulgaria, Communication No. 2073/2011, November 27, 2012, CCPR/C/106/D/2073/2011, paras. 2.1, 14.6-14.7

[381] Under the ICERD, racial discrimination is defined as any distinction, exclusion, restriction or preference based on race, colour, descent, or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing, of human rights and fundamental freedoms in the political, economic, social, cultural or any other field of public life. ICERD, Part I, Article 1(1).

[382] CERD, Consideration of Reports Submitted by State Parties under Article 9 of the Convention: Concluding Observations, United States of America, U.N. Doc. CERD/C/USA/CO/6 (2008), para. 10; Human Rights Watch, United States Submission to the Committee on the Elimination of Racial Discrimination, vol. 20, no. 2(G), February 2008, <http://hrw.org/reports/2008/us0208/>.

[383] ICERD, Part I, Article 2(1)(a).

[384] CESCR, General Comment No. 9: The Domestic Application of the Covenant, UN Doc. E/C.12/1998/24 (1998), para. 2. Although the committee recognizes that, in rare cases, it may be possible that domestic

legal remedies are not appropriate means under article 2(1) of the ICESCR, the committee states that it would be difficult to show this and that, in many cases, other means will be rendered ineffective if they are not reinforced or complemented by judicial remedies. Ibid., para 3.

[385] Ibid. para 7.

[386] Ibid. para. 9.

[387] ICCPR, art. 2(3); UN Human Rights Committee (HRC), General Comment No. 31 [80]: The Nature of the General Legal Obligation Imposed on States Parties to the Covenant, CCPR/C/21/Rev.1/Add.13, (2004), para. 15.

[388] HRC, General Comment No. 31 [80], para. 20.

Private Involvement Reduced Rights Protections, Increased Evictions in Two Developments

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