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U.S. Department of Housing and Urban Development

Re: Revocation of the 30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent, Docket No.: FR-6229-N-02

The Legal Aid Society of Eastern Virginia ("LASEV") strongly opposes the Department of Housing and Urban Development's ("HUD") proposed revocation of 89 Federal Registrar 101,270 (Dec. 13, 2024) (the "2024 Final Rule"). *See* Interim Final Rule, 91 Fed. Reg. 9449 (Feb. 26, 2026) ("2026 IFR").

Based in Virginia, LASEV provides civil legal representation in federal and state courts to indigent residents throughout the Hampton Roads and Eastern Shore region. LASEV's mission is to promote the equal application of justice and to remove barriers to fairness for low-income and vulnerable families. In furtherance of that mission, LASEV addresses both individual client needs and systemic injustices that perpetuate poverty and inequality. LASEV's practice areas include, among others, landlord-tenant disputes, consumer protection, public benefits, domestic violence, family law, estate planning, education-related matters, and civil rights and discrimination cases. A large portion of LASEV's practice concerns defending tenants in eviction actions. A significant number of tenants assisted or represented by LASEV reside in public housing or project-based rental assistance ("PBRA") properties.

LASEV echoes the concerns of others, including those raised by the National Housing Law Project and the Legal Aid Society of Roanoke Valley. LASEV writes separately to expound upon a few concerns based upon its experience representing public housing and PBRA tenants in eviction defense and affirmative litigation.

A. The 2024 Final Rule Has Assisted PBRA and Public Housing Tenants in Correcting Widespread Rent Miscalculations.

To begin, as commentators elsewhere note,¹ an unfortunate reality is that tenants at PBRA and public housing properties must routinely navigate errors made by property management in calculating their rent and processing interim and annual income and household composition recertifications. Local examples abound. In September 2024, for example, LASEV filed a lawsuit against the Norfolk Redevelopment and Housing Authority ("NRHA"), challenging NRHA's widespread failure to properly and timely process requests for hardship exemptions or suspensions from the minimum rent policy over the past several years. *See* LASEV, *Fighting Improper Rent Charged by NRHA* (Mar. 11, 2025), <https://perma.cc/334W-5UJ2>. That lawsuit was settled, with NRHA agreeing, among other things, to

¹ Notably, this is a reason HUD provided for adopting the 2024 Final Rule. 2024 Final Rule, at 101,279 ("Often, as alluded to above, there is an error or delay in recertification, which simply needs time to be corrected, or a one-time event that causes a tenant to fall behind, and tenants are able to make up their arrearage when errors in recertification are corrected, reasonable accommodations are enacted, and/or time is provided to secure outstanding balances, which sometimes can come from local non-profits.").

revise their processes for calculating minimum rent and to zero out the plaintiff's ledger and credit her with a balance. See LASEV, *LASEV Reaches Significant Settlement with NRHA to Correct Widespread Improper Rent Calculations* (Sept. 18, 2025), <https://www.facebook.com/Legalaideva/photos/in-a-significant-victory-for-public-housing-tenants-the-legal-aid-society-of-eas/122258599952031194/>.

By way of further example, a local PBRA community, London Oaks in Portsmouth, Virginia, is notorious for miscalculating residents' rents. E.g., *Portsmouth Apartment Complex Pens Apology after Mistakenly Sending Eviction Letters to Tenants*, Wavy 13 (Nov. 26, 2024), <https://perma.cc/WM8R-4JSL>. The property has changed ownership and management multiple times over the past several years. LASEV has represented multiple tenants whose balances were miscalculated as the result of, for example, the property failing to retain paperwork that signified the tenant timely completed and delivered an annual recertification.

In LASEV's experience, the 2024 Final Rule has assisted in addressing these problems. Unlike Virginia law, which only affords tenants with five days to cure before the landlord may file an eviction action, see Va. Code § 55.1-1245(F), the 2024 Final Rule provides tenants with 30 days to cure. That requirement alone assisted tenants in avoiding the filing of an eviction by affording them additional time to cure. The 2024 Final Rule also requires that the notice itemize charges and rent and provide certain information about recertifications and the right to a hardship exemption. That information, in LASEV's experience, also provided tenants with the opportunity to correct errors before an eviction was filed. Indeed, Virginia law only requires landlords to provide notice of the total amount of "rent" due and owed. Va. Code § 55.1-1245(F). "Rent" is a term of art under Virginia law and encompasses "all money, other than a security deposit . . . owed or paid to the landlord under the rental agreement[.]" Va. Code § 55.1-1200 (defining "Rent"). Thus, Virginia law does not require that rent be separated from "non-rent charges" in termination notices. That is important because the 2024 Final Rule makes clear that the landlord may not file an eviction if the tenant pays all of the alleged *rent* owed within the thirty-day notice period. See 2024 Final Rule, at 101,271.

Of course, evictions were—and still are—filed. And errors in rent calculations still exist. Still, the 2024 Final Rule's itemization and information requirements have afforded not only tenants, but LASEV's attorneys, vital information to evaluate the case's merits and in many cases avoid eviction or work out repayment plans. Some landlords subject to the rule, to be sure, did not comply with aspects of the 2024 Final Rule. In those circumstances, local courts have granted LASEV's motions to dismiss on account of the landlord's failure to provide a proper termination notice before filing the eviction action. In many cases, this dismissal provided the parties with additional time to resolve errors—in some cases, resulting in the tenant owing no balance at all or even being owed money—or allowed the parties to work out manageable repayment plans.

In short, the 2024 Final Rule has led to the filing of less evictions. And even if an eviction is filed, the 2024 Final Rule's information and itemization requirements have substantially increased the likelihood of a favorable outcome for tenants. By contrast, LASEV is not aware of any local housing provider or housing authority who has experienced financial problems as a result of the 2024 Final Rule. In LASEV's view, such concerns are speculative and not supported by the data.

B. The 2024 Final Rule Has Assisted PBRA and Public Housing Tenants in Obtaining Rental Assistance.

The 2024 Final Rule has provided LASEV's clients with additional time, when appropriate, to secure rental assistance from local non-profits. In LASEV's experience, these processes can take, at minimum, a month for the landlord and tenant to navigate and complete, especially given the added complexity of ensuring prior recertifications and rent calculations are correct. Additionally, the 2024 Final

Rule's information and itemization requirements has afforded LASEV's clients with additional information needed to apply and, if necessary, correct errors before an application is submitted.

C. At Minimum, HUD Should Consider Alternatives to the Wholesale Elimination of the 2024 Final Rule.

As the above information makes clear, even if HUD elects to rescind 30-day notice requirement—an action which LASEV opposes and believes would gut a critical aspect of the rule—HUD should nonetheless consider whether it should retain the 2024 Final Rule's other requirements.

* * *

LASEV strongly urges HUD to retain the 2024 Final Rule's 30-day notice-to-cure requirement and the Rule's related notice and content protections. Rolling back these safeguards will predictably increase avoidable eviction filings, including cases stemming not from an inability to pay, but from correctable administrative errors and delays in recertification. In practice, a 30-day period is often necessary for tenants and property managers to identify and correct ledger inaccuracies, complete interim or annual recertifications, and—when appropriate—coordinate rental assistance through local non-profits. Those steps frequently cannot be completed within the shortened timelines that apply under Virginia law, and the resulting evictions impose significant costs on tenants, landlords, and courts. More broadly, because these programs are designed to serve households with the fewest resources, baseline procedural protections are essential to ensure terminations occur only after tenants have a meaningful opportunity to understand the claimed arrearage and cure it. And that is particularly true here: housing providers subject to this rule receive substantial federal funding to house the most vulnerable among us, and the 2024 Final Rule's modest requirements are fair and appropriate.

Accordingly, LASEV urges HUD to withdraw the 2026 IFR and maintain the 2024 Final Rule's requirements. For questions, please contact Brandon Ballard, Strategic Litigation Attorney, at brandonb@laseva.org.

Very truly yours,



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