

Letter to the Editor...

Section 8 Strikes Again!



Dear AOA:

Thought I'd try to top the horror story in your latest edition. I agreed to contract with Section 8 for an acquaintance who had been injured in an auto accident. She needed permanent assistance to live independently. I had known her as a hardworking individual and wanted to help. After two years on Section 8, the Housing Authority sent me the renewal contract which I signed and returned (obligating me to one additional year). After two months of not receiving the signed contract back, and twenty days into no rent, I called the Housing Authority. They advised me the tenant had committed suicide three weeks earlier and they were not renewing the contract. I was stunned. I asked why they hadn't bothered to even call me. No answer. I said fine. What am I supposed to do with her stuff? They advised me that she had a little girl, and they had contacted and placed the girl with her father; they were clear that the tenancy was terminated and all items were removed. The Housing Authority did not want the unit and indicated I could do whatever I wanted with it. They would not provide me with any contact information for the father or daughter. I finally tracked the ex-husband down and asked if he wanted to rent the unit. He said no. He said he had removed his daughter's stuff and would take her dog (which was supposed to be kept in the yard) in a few days. I called the deceased tenant's telephone, which was answered by her roommate. He was an LWN who had also known her prior to her accident and resulting depression. He essentially moved in to take care of her full time as her health declined. He told me he had moved his stuff in with her permission. He asked if he could rent the unit. He also said that the father and daughter had left three weeks earlier and didn't want the dog.

I rented to him with a signed rental agreement at full rent. Needless to say in yet another week, the father (who has an extensive criminal record, and against whom the mother had a stay away order) returned and tried to take items belonging to the new tenant. The police were called and he was turned away.

Months later I was sued by the father for wrongfully evicting his daughter in violation of a HUD contract, even though he had taken her away one month earlier. The Housing Authority refused to admit its role or that it had terminated the contract. Two things were in my favor: (1) I am an attorney and crossed my t's and dotted my i's. I had everything in writing. And (2), I was able to defend myself without hiring other attorneys. After three different lawyers taking on the case against me because they smelled money, I showed them they had no case. They finally gave up and withdrew. It has now been 10 years and the case will be dismissed as soon as the daughter has reached majority for a year.

I will never do Section 8 for anyone again.

*Sincerely, Barbara Thomas
Alameda, CA*