Order Form (01/2005)

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Virginia M. Kendall	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	8 C 2480	DATE	12/10/2010
CASE TITLE	Greenleaf Limited Partnership vs. Illinois Housing Development Authority		

DOCKET ENTRY TEXT

For the reasons set forth, the Court grants IHDA's Motion for Summary Judgment as to Sandburg on Count III and enters and continues the parties' Joint Motion for Prospective Relief until December 15, 2010 or until the Court receives the parties' damages figure.

■[For further details see text below.]

Docketing to mail notices.

STATEMENT

Greenleaf Limited Partnership ("Greenleaf") and Sandburg Village Apartments, An Illinois Limited Partnership ("Sandburg") (collectively "the Plaintiffs") sued the Illinois Housing Development Authority ("IHDA") alleging that IHDA breached its Housing Assistance Payments Contracts ("HAP Contracts") with the Plaintiffs by: (1) failing to increase Contract Rents or by increasing Contract Rents by less than the amount called for in the HAP Contracts (Count I); (2) reducing the Automatic Annual Adjustment Factor ("Adjustment Factor") by .01 for units occupied by the same family in consecutive years ("Non-Turnover Units") (Count II); and (3) requiring the Plaintiffs to submit rent comparability studies (Count III). On September 30, 2010, the Court granted in part and denied in part the parties' Cross-Motions for Summary Judgment. Specifically, the Court: (1) granted Sandburg's Motion as to Count I; (2) denied Greenleaf's Motion as to Count I and granted IHDA's Motion as to Greenleaf on Count I; (3) denied Sandburg's Motion as to Count II and granted IHDA's Motion as to Sandburg on Count II; (4) denied Greenleaf's Motion as to Count II and granted IHDA's Motion as to Greenleaf on Count II; (5) denied Sandburg's Motion as to Count III; and (6) granted Greenleaf's Motion as to Count III and denied IHDA's Motion as to Greenleaf on Count III.

IHDA now moves for Summary Judgment against Sandburg on Count III. The Court addressed Sandburg's Motion for Summary Judgment as to Count III in its September 30, 2010 Opinion. (Sandburg 56.1 Resp. ¶ 10.) The Court denied Sandburg's Motion on this Count because Sandburg had "not presented any evidence showing that it submitted a rent comparability study during the agreed statutory period." (R. 91 at 14.; Sandburg 56.1 Resp. ¶ 10.) Because IHDA had not cross-moved against Sandburg on Count III, however, this Count remained viable. IHDA now argues that there is no factual or legal basis for Sandburg to recover damages on Count III because Sandburg has not alleged or proven that it performed any rent comparability studies within the agreed statutory period. Sandburg does not dispute IHDA's contentions in this new Motion, nor does it oppose the Motion. (R. 98 at 2.)[1] The Court therefore grants IHDA's Motion for Summary Judgment as to Sandburg on Count III.

STATEMENT

The parties also jointly move for prospective relief pursuant to Federal Rule of Civil Procedure 54(c). The parties request that the Court include a declaration in its final judgment stating that the rulings set forth in its September 30, 2010 Order apply prospectively. The Court, however, will wait to address this Motion until it receives from the parties a damages figure consistent with the September 30, 2010 Opinion to use in its final judgment.

For the reasons set forth, the Court grants IHDA's Motion for Summary Judgment as to Sandburg on Count III and enters and continues the parties' Joint Motion for Prospective Relief until December 15, 2010 or until the Court receives the parties' damages figure.

1.(*See also* Sandburg 56.1 Resp. ¶¶ 7-9.)