

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2015 CA 0624

AMANDA WILLIAMS

VERSUS

HOUSING AUTHORITY OF THE CITY OF SLIDELL

Judgment rendered November 9, 2015.

Appealed from the
22nd Judicial District Court
in and for the Parish of St. Tammany, Louisiana
Trial Court No. 2014-14939
Honorable Martin E. Coady, Judge



DAVID H. WILLIAMS
NEW ORLEANS, LA

JOANNE RINARDO
NEW ORLEANS, LA

ATTORNEY FOR
PLAINTIFF-APPELLEE
AMANDA WILLIAMS

ATTORNEY FOR
DEFENDANT-APPELLANT
HOUSING AUTHORITY OF THE CITY
OF SLIDELL

BEFORE: PETTIGREW, HIGGINBOTHAM, AND CRAIN, JJ.

PETTIGREW, J.

This appeal challenges the trial court's grant of a preliminary injunction in favor of plaintiff, Amanda Williams, and against defendant, Housing Authority of the City of Slidell ("Housing Authority"), after the Housing Authority terminated the benefits Ms. Williams had previously been receiving under the Housing Choice Voucher Program, Section 8 of the U.S. Housing Act of 1937, 42 U.S.C. §1437(f). The trial court ruled that even if Ms. Williams had violated her obligations under the Housing Choice Voucher Program, the Housing Authority had discretion to impose a penalty less severe than termination. Thus, the trial court granted the preliminary injunction as prayed for and ordered that Ms. Williams be allowed to continue participation in the Housing Choice Voucher Program until further order of the court.

The Housing Authority filed this appeal, asserting that the trial court erred in: (1) rejecting the Housing Authority's findings of fact; (2) mandating which mitigating factors the Housing Authority had to consider when ruling on Ms. Williams' appeal to the trial court; (3) ruling that the Housing Authority should not have terminated Ms. Williams even if she had violated her family obligations under the Housing Choice Voucher Program; and (4) finding that the Housing Authority had not made a finding of fraud and that such a finding was needed to terminate Ms. Williams' assistance.

A preliminary injunction is an interlocutory procedural device designed to preserve the status quo between the parties, pending a trial on the merits. **Acadian Ambulance Service, Inc. v. Parish of East Baton Rouge**, 97-2119, p. 7 (La. App. 1 Cir. 11/6/98), 722 So.2d 317, 322, writ denied, 98-2995 (La. 12/9/98), 729 So.2d 583. Generally, plaintiffs seeking issuance of a preliminary injunction bear the burden of establishing by a preponderance of the evidence a *prima facie* showing that they will prevail on the merits and that irreparable injury or loss will result without the preliminary injunction. La. Code Civ. P. art. 3601; **Tobin v. Jindal**, 2011-0838, p. 4 (La. App. 1 Cir. 2/10/12), 91 So.3d 317, 320. However, a threat of irreparable injury need not be shown when the deprivation of a constitutional right is at issue or when the act sought to be enjoined is unlawful. See **Piazza's Seafood World, LLC v. Odom**,

2007-2191, p. 10 (La. App. 1 Cir. 12/23/08), 6 So.3d 820, 826; **Acadian Ambulance**, 97-2119 at 8, 722 So.2d at 322.

Although the judgment on the preliminary injunction is interlocutory, a party aggrieved by a judgment either granting or denying a preliminary injunction is entitled to an appeal. La. Code Civ. P. art. 3612(B); **Piazza's Seafood**, 2007-2191 at 9, 6 So.3d at 826. We are, however, mindful that appellate review of a trial court's issuance of a preliminary injunction is limited. The issuance of a preliminary injunction addresses itself to the sound discretion of the trial court and will not be disturbed on review unless a clear abuse of discretion has been shown. **Concerned Citizens for Proper Planning, LLC v. Parish of Tangipahoa**, 2004-0270, p. 5 (La. App. 1 Cir. 3/24/05), 906 So.2d 660, 663.

Following a thorough review of the record and relevant jurisprudence, we find that the trial court acted within its sound discretion in granting the preliminary injunction in this case. Accordingly, we affirm the judgment of the trial court. In so doing, we attach and adopt the opinion of the trial court, which correctly and succinctly sets forth the facts of this case. Appeal costs in the amount of \$877.45 are assessed against appellant, Housing Authority of the City of Slidell.

AFFIRMED.

AMANDA WILLIAMS

NUMBER: 2014-14939

DIVISION: F

VERSUS

22ND JUDICIAL DISTRICT COURT

PARISH OF ST. TAMMANY

HOUSING AUTHORITY OF THE CITY
OF SLIDELL

STATE OF LOUISIANA

FILED

March 13, 2015


DEPUTY CLERK

WRITTEN REASONS FOR JUDGMENT

This matter came before the Court on a "Rule for a Preliminary Injunction" brought by plaintiff, Amanda Williams ("Williams"), requesting that the defendant, the Housing Authority of the City of Slidell, be enjoined from terminating the plaintiff's Section 8 Housing Choice Voucher Program assistance. The Court heard the matter on January 28, 2015 and granted the Preliminary Injunction in open court in favor of plaintiff. The defendant filed a "Request for Written Reasons for Judgment."

Plaintiff was participating in the Housing Choice Voucher Program pursuant to Section 8 of the U.S. Housing Act of 1937 ("Housing Act"), 42 U.S.C., section 1437(f). The Housing Authority of the City of Slidell administers this program. On August 13, 2014, the defendant sent Williams a letter notifying her that the Housing Authority was proposing to terminate her Section 8 HCVP voucher based on allegations that she violated her obligations under the program, more particularly: failing to report her household income within ten days, and misrepresenting the student status information of her children.

In her verified petition, Williams asserts that she began employment at Walmart in June 2014. Within a week of beginning employment, Williams went to the Housing Authority to report her new income. Williams alleges that she spoke with a lady named Ms. Butler, who advised Williams that she needed at least two paychecks before she could report her income. Then on July 15, 2014, Williams signed her annual contract with the Housing Authority renewing her participation in the program. Williams went back to the Housing Authority one week later on July 22 and provided check stubs to the defendant showing she

was employed at Wal-Mart since June 1, 2014. This was even confirmed in a letter from the Housing Authority to Williams dated September 25, 2015 when she was informed her voucher was being terminated.

An informal hearing was held on September 15, 2014 to discuss the proposed termination of Williams' Section 8 Housing Voucher Program. The defendant upheld the termination on September 25, 2014 due to "alleged unreported income" based on the fact that she did not report her employment at Wal-Mart beginning June 1, 2012 when she renewed her housing contract, but as noted above, Williams did provide her check stubs to defendant a week after she signed her renewal. The defendant dropped the claim that Williams misrepresented the student status information of her children. Further, the Housing Authority did not make an finding of fraud, or that Williams intended to deceive defendant.

As set forth by Williams in her verified petition, she is a single mother of four minor children who live with her. She is unable to afford her rent without the rental assistance at issue. According to the verified petition, Williams asserts that she and her children will face eviction if her Section 8 housing assistance is terminated. Jurisprudence on this issue has held that eviction of an indigent tenant from public or subsidized housing has repeatedly been found to present irreparable injury. Park Village Apartment Tenants Association v. Mortimer Howard Trust, 636 F. 3d 1150, 1159 (9th Cir. 2011). The Court finds that Williams has established by prima facie evidence that she will suffer irreparable injury if the Preliminary Injunction is not granted.

Further, Williams has made a showing that she will likely prevail on the merits of the case. The regulations governing the procedure for terminating assistance under the HCV Program lists William's alleged violation as a violation that is classified under the "discretionary" category of the statute. In "discretionary" cases, the PHA may consider all relevant circumstances such as the seriousness of the case, the extent of participation of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure. As noted, Williams' four minor children would

be affected by the decision to terminate Williams' housing voucher.

Further, the law also provides that the Housing Authority has the discretion to impose a penalty less severe than termination, even if the participant violated the HCV Program obligations. The Court finds that even if Williams violated her obligations under the PHA by failing to provide accurate information regarding her household income, the decision to terminate her assistance is disproportionate to the offense. As noted, Williams provided her employment information one week after she signed her renewal contract.

Accordingly, the Court finds that a Preliminary Injunction should be granted in this matter allowing Williams to continue to participate under Section 8's HCV program until further order of the Court.

Covington, Louisiana, this 13 day of March, 2015.



Judge Martin Coady

~~A TRUE COPY~~

BY CLERK 22ND JUD. DIST. COURT
ST. TAMMANY PARISH, LA