

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS:

HOUSING COURT DEPARTMENT
CITY OF BOSTON DIVISION
SUMMARY PROCESS
NO. 14H84SP000268

BOSTON HOUSING AUTHORITY,

Plaintiff

VS.

LATUNYA MAIDEN,

Defendant

ORDER

This summary process action involves a claim for possession brought by plaintiff Boston Housing Authority (“BHA”) against the named tenant, defendant Latunya Maiden (“Maiden”), based upon nonpayment of rent. On February 21, 2014 Maiden signed an agreement for judgment by which she agreed to vacate the public housing dwelling at 54 West Newton Street, Apartment 4 (the “BHA apartment”), by September 2, 2014. Under the terms of the agreement Maiden agreed that she would not allow Russell Glover, Sr. (“Glover”) to reside at the BHA apartment. Glover and Maiden have four children (the “children”). Glover had been evicted from another BHA apartment in 2001 for nonpayment of rent (the court takes judicial notice of the docket entries and judgment in the Housing Court case of *Boston Housing Authority v Russell Glover*, No. 97H84SP002802).

Glover has sole legal and physical custody of the children. There exists an abuse prevention order issued by the Probate and Family Court that bars Maiden from having any contact with Glover and prevents her from occupying the same apartment with Glover. Glover maintains that he has been living at the BHA apartment with his children since 2008. It is undisputed that at the time Maiden signed the agreement for judgment in February 2014, Maiden was not living at the BHA apartment. Glover and the children

were living in the BHA apartment at that time. The BHA maintained that it had never at any time given Glover permission to reside in the BHA apartment and that it would not do so because of the 2001 eviction and unpaid rent judgment against him (the money judgment remained unsatisfied as of the date of the Maiden agreement for judgment).

Since January 2014 Glover has filed a number of motions and other pleadings with the Housing Court seeking to intervene in the Maiden summary process action and to vacate the February 2014 agreement for judgment.¹ He has claimed consistently that because he has legal and physical custody of the children and because he is a victim of domestic violence (at the hands of Maiden), the BHA is legally obligated to recognize him as the lawful tenant of the apartment and offer him the opportunity to execute a BHA lease. The BHA has opposed Glover's efforts to intervene and the Housing Court has denied each motion.

On September 3, 2014 an execution for possession issued against Maiden. As a result the BHA was authorized to recover possession of the apartment and eject those in occupancy (Glover and the children). The Housing Court denied Glover's motions for a stay of execution.

A single justice of the Appeals Court rejected Glover's request for relief from the Housing Court's denial of his motion for a stay and denied his emergency motion for reconsideration of that order. Glover filed an emergency petition with the Supreme Judicial Court (No. SJ-2014-0407) pursuant to G.L. c. 211, § 3, seeking relief from the Appeals Court's denial of his emergency motion for reconsideration. In an order dated September 30, 2014, a single justice of the Supreme Judicial Court (Duffly, J.) issued an order directing that "the petitioner's motion to stay the levy of eviction shall be, and hereby is, allowed pending issuance of a decision in this matter or further order of this court." The SJC single justice has not as of this date issued a decision or issued any further orders.

¹ At various times during this period he was represented by different legal counsel. Both attorneys withdrew their appearances with the court's permission. Glover is currently representing himself.

Since the SJC single justice issued her order on September 30, 2014 Glover has filed a series of pleadings and motions with the Housing Court in the Maiden eviction action.²

In a supplemental memorandum filed with the Housing Court by the BHA on January 14, 2015, the BHA states that on December 16, 2014, after completing a further review of the facts pertaining to Glover's occupancy of the apartment, Glover was determined to be eligible for a public housing apartment as a residual tenancy applicant under the federal Violence Against Women Act ("VAWA").³ The BHA states that it has offered Glover a standard form public housing lease for the apartment he currently occupies with the children.⁴

With the BHA's offer of a new public housing tenancy Glover has been afforded the remedy he was seeking when he moved to intervene in the Maiden eviction action. However, inexplicably, Glover has refused to sign the new BHA lease.

At a hearing in the Housing Court on March 11, 2015, the BHA's attorney presented the new standard form public housing lease and stated that the BHA was hopeful that Glover would sign the lease in court or at the BHA's management office. Glover refused the BHA's invitation to sign the lease. In response to a question from the court Glover stated that he would not sign the BHA lease. The court could not discern or understand Glover's reasons for refusing to sign the lease.

As of March 17, 2015 the status of the Maiden eviction action is that Glover remains in possession of the apartment, the BHA's ability to levy on the execution for possession is stayed (per the SJC single justice order), the SJC single justice has not

² These have included a notice of appeal, motion to waive appeal bond, numerous motions to waive fees and costs, motion to consolidate eviction action with other civil actions Glover has filed, motion to recuse and an emergency restraining order.

³ According to the BHA, the one condition that had to be complied with before Glover's application was approved was Glover's payment of the money judgment entered against him in the 1997 eviction action. That impediment was removed when on January 5, 2015 a nonprofit organization, acting on behalf of Glover, paid the BHA the full amount due on the judgment.

⁴ On August 12, 2014 the United States Department of Housing and Urban Development ("HUD") and the Office of Veterans' Affairs issued Glover a HUD-VASH Section 8 mobile voucher. As of March 11, 2015 Glover had not used the Section 8 voucher to secure a new apartment. Glover will have to surrender that Section 8 voucher if and when he signs the new BHA public housing lease.

issued a decision or a further order on Glover's G.L. c. 211, § 3 application, and the Housing Court's ruling denying Glover's motion to intervene remains unchanged.

It appears to this court that by offering Glover a new public housing tenancy the BHA has addressed and resolved the only issue raised by Glover in his motion to intervene in the Maiden summary process action; that being whether Glover is entitled to remain in possession of the apartment as a residual tenant of the BHA. The BHA's action in approving Glover's residual tenancy application seemingly has rendered moot any need to reconsider or review the Housing Court's order denying Glover's motion to intervene in the Maiden eviction action. This would seem to be true whether or not Glover chooses to sign the BHA standard form lease for the apartment.

The Housing Court cannot take any further action in the Maiden eviction action until the SJC single justice either vacates the stay of execution order or remands the case to the Housing Court for further hearing consistent with any order she may issue.

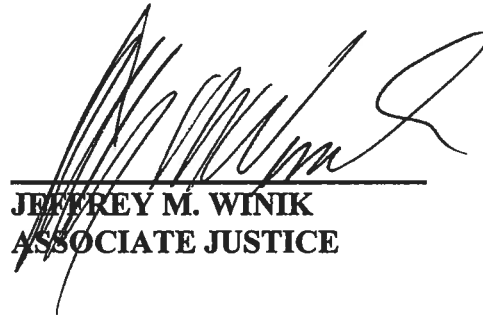
It would appear that the Maiden eviction action will come to an end soon. It is likely that the case will travel along one of two possible paths depending on whether Glover accepts the BHA's offer of a new tenancy and signs the proffered standard form public housing lease. If Glover signs the new BHA lease, the judgment for possession against Maiden will be vacated and the eviction claim will be dismissed. However, if Glover refuses to sign the proffered BHA lease (within a specified period of time to be determined by the court), the BHA will be entitled to levy on the execution for possession against Maiden (that would allow the BHA to recover possession of the apartment now occupied by Glover).

Even though the BHA has approved Glover's residual tenancy application and offered him a lease Glover continues to file motions and requests for relief in the Maiden eviction case. His actions are taking a disproportionate amount of the Housing Court's clerical and judicial time. The court cannot act on these motions and requests for relief until it receives further order or direction from the SJC single justice in No. SJ-2014-0407.

Accordingly, in the interest of judicial economy, the Housing Court shall maintain the status quo in the Maiden eviction action pending further order or direction from the SJC single justice. Until further notice, the Housing Court clerk shall not schedule for

hearing any motions or requests for relief in the Maiden eviction action that Glover or the BHA has filed or may file in the future.⁵ Any new motions or pleadings filed by Glover or the BHA shall be brought to the First Justice for review. The First Justice shall determine whether (and when) such motions and pleadings should be scheduled for hearing (or decided without hearing).

SO ORDERED.



JEFFREY M. WINIK
ASSOCIATE JUSTICE

March 17, 2015

cc: Helene C. Maichle, Esq.
Latunya Maiden
Russell Glover, Sr.
Robert L. Lewis. Clerk-Magistrate

⁵ Although the Housing Court Clerk shall not schedule any motions or petitions for hearing, the clerk shall accept for filing all motions and requests for relief submitted by Glover and the BHA in the Maiden summary process action.