

Brenda Siegel: Attachment: Constructive Eviction HSB Findings:

Facts about Constructive Eviction that the Human Services Board has found in each of these attached decisions that were referenced in the case that I reference in my testimony:

1. Informal living situations and Informal evictions count for constructive eviction.
2. No rent is required to qualify under this category according to 20 years of precedent in the Human Services Board.
3. There is no requirement for locked doors, separate entrances, separate rooms, separate bedrooms, separate bathrooms or cooking facilities to qualify for constructive eviction.
4. There is no letter at all required, formal eviction letter or specific requirements in the letter to qualify for constructive eviction.
5. It does not have to be your name on the lease, or your apartment to qualify for constructive eviction.
6. The main requirement is that someone was living somewhere with the expectation that they would be able to stay for a specific or generally extended period of time and had to leave.

HSB is the ruling body for appeals for DCF and it is important to adapt to their rulings because otherwise the system is functionally and entirely unfair and broken with no ability to fix it.

These are the circumstances in each of the cases that Hearing Officer Reinert referenced:

Fair Hearing No. 18,575: Year 2003

In this case there is no rent. no formal lease and no formal eviction. She was not on the lease, her sister was and she did not receive any letter before or after the fact of her eviction. The department did not appeal this decision.

"The petitioner lives with her young child. In early May 2003 she and her child left their home in Hawaii to move in with the petitioner's sister in Vermont. Their plan was to stay with the sister until they could find a more-permanent place of their own. **The petitioner did not pay her sister rent**, but she contributed to household expenses. 2. The petitioner's sister had a month-to-month lease on her apartment. Shortly after the petitioner moved in, the sister's landlord terminated the lease and the sister left the apartment, leaving the petitioner to fend for herself."

"defines a "catastrophic situation due to a court-ordered or constructive eviction due to circumstances over which the applicant had no control". In this case there is no claim that the petitioner's loss of housing was due to a court-ordered eviction. A constructive eviction is defined by the above regulation as "any disturbance caused by a landlord Fair Hearing No. 18,575 Page 4 or someone acting on his/her behalf, which makes the premises unfit for occupation". The Board is unaware of any provision in the above regulations requiring that an applicant's court-ordered or constructive eviction be from "permanent", as opposed to "temporary", housing."

"The question must be whether the circumstances of the petitioner losing her housing with her sister meet the requirements of the regulations. As a matter of law (as well as basic sensitivity and fairness) it must be concluded that the sister's act of acquiescence in the termination of her lease by vacating her apartment constituted a "constructive eviction"

Fair Hearing M-03/12-163: Circa 2012

This one does not seem to be searchable. But these are the facts laid out in the recent decision. There was no formal lease, formal eviction or rent.

"Department did not contest a hearing officer ruling that circumstances under which a young man was ordered out of his last housing by his mother after she was threatened with a loss of her housing due to exceeding the occupancy limits of her lease constituted a "disturbance" by the mother, as his "landlord", that rendered that housing "unfit for occupation" by the petitioner within the meaning of Rules 2621(4) and 2622]."

Fair Hearing No. H-08/13-581: Circa 2013

No formal lease. No formal eviction. No formal tenancy. No rent. No indication of having a separate room, entrance, bathroom or cooking facility. No indication of locks on doors.

"situation where daughter forced to leave housing because her mother left the apartment they lived in, where only the mother was the legal tenant, meets the definition of constructive eviction under the rules"

"There is no indication that the petitioner was a party to any lease on her mother's apartment in New Hampshire."

"Constructive eviction is defined as any disturbance caused by a landlord, or someone acting on the landlord's behalf, that makes the premises unfit for occupation. The motive for the disturbance, which may be inferred from the act, is the eviction of the occupant."

"a reading of 2621(4) and 2622 that denies an applicant benefits based solely on the fact that he or she was not previously in a formal landlord/tenant relationship is an "overly harsh and arbitrary" reading of those regulations."

Fair Hearing No. R-09/23-685: Circa 2023 This is the current and recent decision of ours.

No rent. No formal lease. No formal eviction. They were living in their own camper on the mother in laws property with access to the amenities of the house and were plugged in to the house for electricity.

"Petitioner had moved onto the property with her family a 2-3 months before she was asked to leave. Although they did not have a formal arrangement, petitioner's understanding was that they would have permission to stay on the property on an ongoing basis, for an extended period of time, without a specific end-date"

"The camper had electricity hooked up to the parents' home and could be heated. It also had functional bathroom and kitchen facilities, but petitioner had access to those facilities in the parents' home so did not need to use or activate those facilities in the camper. The camper only had a screen door at the entrance, although that was not an issue in the summer; petitioner intended to add a door and drapes to keep the camper warm in the winter, along with electric heat"

"On or around the same date petitioner was asked to leave, her spouse was incarcerated. The spouse's mother informed petitioner at the time that things were "not working out" and she would have to leave. As noted above, petitioner's arrangement required the cooperation of the spouse's parents to make the camper livable."

"The Board has firmly established a broad interpretation of the constructive eviction rule, applying it in circumstances where there is no formal landlord-tenant relationship and in other informal circumstances."

"The record here establishes that petitioner was forced to leave housing, as a result of circumstances beyond her control, by someone with legal control over the property on which she was staying. The circumstances here further establish that petitioner entered into the arrangement with her spouse's parents with a reasonable expectation of continued housing as well as access to housing that was adequate. Petitioner has thus established that she was constructively evicted under the rules and Board precedent"