



**LEGAL SERVICES NYC'S COMMENT LETTER ON THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S PROPOSED
REVOCATION OF THE 30-DAY NOTIFICATION REQUIREMENT PRIOR TO
TERMINATION OF LEASE FOR NONPAYMENT OF RENT**

Demand Justice.

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LEGAL SERVICES CORPORATION

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Submitted via www.regulations.gov

Secretary Scott Turner
c/o Regulations Division
Office of the General Counsel
U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Room 10276
Washington, D.C. 20410-0500

RE: Docket No. FR-6529-I-01 – Revocation of the 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent

Dear Secretary Turner:

Legal Services NYC submits this comment in response to the United States Department of Housing and Urban Development’s (“HUD”) interim final rule entitled “Revocation of the 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent.” The interim rule rescinds HUD’s requirement that public housing agencies and owners of federally assisted housing provide tenants with 30 days’ written notice before initiating eviction proceedings for nonpayment of rent. If allowed to stand, this change would eliminate a critical eviction-prevention safeguard, increase avoidable displacement among extremely low-income tenants, and undermine housing stability for the very households HUD’s programs are intended to protect.

A. Introduction and Institutional Interest

Who We Are and Who We Serve

Legal Services NYC (“LSNYC”) is the largest civil legal services provider in the United States, serving more than 100,000 low-income New Yorkers each year. With offices across all five boroughs of New York City, our mission is to fight poverty and seek racial, social, and economic justice through free legal services. We help clients meet their basic needs, including safe and affordable housing, quality education, healthcare, family stability, and economic security. With roots dating back to the War on Poverty, LSNYC challenges the systemic injustices that trap people in poverty. We work every day to counteract the effects of discrimination—both overt and covert—that continue to lock communities out of opportunity.¹

Essential to our core mission is our housing practice, where LSNYC represents thousands of tenants annually—many of whom are at imminent risk of eviction or displacement and are members of historically marginalized communities, including Black, Latine, Asian, Indigenous, immigrant, and disabled populations. Our housing practice serves tenants in public housing, Housing Choice Voucher programs, and project-based rental assistance (“PBRA”) housing.

¹ Legal Services NYC, *About Us*, (April 2026), <https://www.legalservicesnyc.org/about-us/>.

Many of our clients are elderly, disabled, or families with children living at or below the federal poverty line. As of April 2026, LSNYC advocates are currently assisting 1,099 tenants residing in public housing, 210 tenants residing in PBRA housing, and 1,550 tenants who are participants in a federal Section 8 program. These tenants face persistent and well-documented structural barriers to accessing and maintaining fair and affordable housing. The communities we serve still face the vestiges of slavery and racial violence in the form of entrenched housing segregation, disproportionate evictions, disinvestment in communities of color, and inequitable access to housing opportunities.²

Throughout our decades of direct tenant representation, we have repeatedly seen that an eviction in subsidized housing is rarely the result of a tenant's simple refusal to pay rent. Instead, it is most often the product of administrative errors, bureaucratic failures, temporary income disruptions, and disability-related barriers. In these circumstances, time—specifically, meaningful notice—is the difference between housing stability and displacement. The 30-day notice requirement has been a modest but critical safeguard. Its removal will predictably increase evictions, destabilize vulnerable households, and undermine HUD's core mission.

The Interim Final Rule

HUD's interim final rule rescinds the federal requirement that all entities that administer federally subsidized housing programs, including, among others, Public Housing Authorities ("PHA"), PBRA Owners, and private landlords, provide tenants with 30 days' written notice before initiating eviction proceedings for nonpayment of rent. This notice must include information regarding a tenant's right to cure the alleged nonpayment and essential information on rent obligations, recertification, and hardship exemptions. In its place, HUD seeks to restore a patchwork of shorter notice periods that allow eviction proceedings to begin quicker, in some instances with near zero notice depending on the applicable program, state law, and whether the jurisdiction acknowledges the ongoing viability of the 30-day notice requirement of the CARES Act.³ HUD justifies these changes as reducing administrative burden despite that fact that the 30-day notice rule standardized and streamlined notice requirements across various federally subsidized housing programs regardless of jurisdiction. Furthermore, the interim final rule fails to meaningfully consider the consequences for the millions of extremely low-income households that rely on federally assisted housing, including thousands of New York City residents.

HUD first adopted this 30-day notice requirement in 2024 (89 FR 101270) precisely to reduce preventable evictions and protect housing stability for extremely low-income households.⁴ At that time, HUD recognized that tenants often need additional time to complete recertification processes, correct administrative errors, or secure rental assistance. LSNYC and other advocates noted, during the previous rulemaking process, that nonpayment in federally

² See, e.g., Richard Rothstein, *The Color of Law: A Forgotten History of How Our Government Segregated America*, XV–XVII; 8–11, 44–47, 54–56, 64–69 (Liveright, 2017).

³ Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, § 4024, 134 Stat. 281, 492–94 (2020); see also Nat'l Hous. L. Project, *Enforcing the CARES Act 30-Day Eviction Notice Requirement* (Feb. 4, 2025), <https://www.nhlp.org/wp-content/uploads/2025.02.04-Enforcing-the-CARES-Act-30-Notice.pdf>.

⁴ *30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent*, 89 Fed. Reg. 101,270 (Dec. 13, 2024).

assisted housing frequently results from temporary financial hardship, administrative delays, or other circumstances beyond tenants' control.⁵ The 30-day notice period created a federally guaranteed right to cure nonpayment and ensured tenants received detailed, actionable information about outstanding rent, the specific periods covered by arrears, and available remedies to avoid eviction.⁶ As LSNYC explained in its prior comment supporting that rule, longer notice periods provide tenants with critical time to complete interim recertifications, resolve administrative errors, secure rental assistance, and obtain legal representation before eviction proceedings begin. HUD's prior rulemaking acknowledged that nonpayment in subsidized housing is often driven by temporary financial hardship or bureaucratic delay—not willful noncompliance—and that eviction should be a last resort. The interim final rule reverses course without meaningfully addressing these findings or explaining why the same conditions that justified the 30-day notice requirement in 2024 suddenly no longer apply today.

Since its implementation in January 2025, the 30-day notice rule has already provided tenants a meaningful opportunity to navigate complex recertification procedures, access rental assistance, and exercise rights that prevent unnecessary displacement. For example, LSNYC is frequently referred clients through the City's right to counsel intake system for housing court who are able to promptly apply for rental assistance from city agencies and resolve their case prior to LSNYC's involvement in their cases. Revoking this rule removes these critical safeguards, shortens the notice and cure period, and exacerbates the risk of avoidable eviction filings, particularly for elderly tenants, tenants with disabilities, and households experiencing temporary financial hardship. HUD's interim final rule fails to address or justify why these protections—recognized as essential in 2024—should be eliminated now, leaving vulnerable households at immediate risk of losing housing without sufficient opportunity to resolve arrears.

B. Opposition to the Proposed Rescission of the 30-day Notice Requirement

LSNYC strongly opposes this interim final rule. Eliminating the 30-day notice requirement will:

1. Increase avoidable evictions among extremely low-income tenants;
2. Disproportionately harm disabled households;
3. Undermine HUD's statutory mission to ensure safe and stable housing and affirmatively further fair housing;
4. Increase homelessness and public costs; and
5. Violate the Administrative Procedure Act by failing to adequately consider reliance interests and the interim final rule's foreseeable harms.

For these reasons, HUD should withdraw the interim final rule and retain the 30-day notice requirement.

⁵ See *id.*

⁶ See *id.*

The Interim Final Rule Will Increase Avoidable Evictions and Undermine Housing Stability

HUD-assisted tenants are among the most economically vulnerable households in the country.⁷ Even minor disruptions—delayed paychecks, gaps in benefits, or medical emergencies—can result in temporary nonpayment. The 30-day notice period functions as a frontline eviction-prevention mechanism, providing a critical window to complete recertifications or hardship requests, correct rent miscalculations, negotiate repayment plans, and secure rental assistance. Shortening this period does not improve compliance—it simply reduces the time available to tenants to resolve otherwise curable issues. As a result, the proposed rule will predictably increase eviction filings, accelerate displacement, and destabilize extremely low-income households. Once an eviction proceeding is initiated, the consequences are immediate and severe, including court involvement, potential legal fees, loss of subsidies, increased risk of homelessness, and permanent eviction records that hinder future housing access.⁸ These harms often attach regardless of whether the underlying arrears are ultimately resolved.

The 30-day notice requirement has served as a critical safeguard against preventable eviction filings. Its removal will inevitably increase these filings—not because tenants are less willing or able to comply, but because they are afforded less time to address solvable problems.

Evictions Driven by Systemic and Administrative Error

In LSNYC’s experience, nonpayment frequently arises from systemic failures rather than tenant fault, including delays in interim recertification processing, incorrect rent calculations, utility allowance errors, interruption of public benefits, and failures to timely implement rent adjustments.⁹ Indeed, LSNYC advocates on the PBRA working group at Manhattan Legal Services recently published a law review article entitled “Failures of Privatization Project-Based Section 8 Rental Assistance Housing in New York City” which uses HUD audit data to highlight the widespread compliance failures and tenant harm in New York City’s PBRA program.¹⁰ These errors can result in tenants being charged rent above the statutory 30 percent of income

⁷ See U.S. Dep’t of Hous. & Urb. Dev., *Characteristics of HUD-Assisted Renters and Their Units in 2019* (June 2021), <https://www.huduser.gov/portal/publications/2019-Characteristics-Report.html>.

⁸ See Peter Hepburn et al., *Preliminary Analysis of Eviction Filing Patterns in the United States*, Eviction Lab (Princeton Univ. 2020), <https://evictionlab.org>.

⁹ See, e.g., Patrick Spauster, *The Compliance Crisis in New York City’s Project-Based Rental Assistance Program*, City Limits (Sept. 29, 2025), <https://citylimits.org/the-compliance-crisis-in-new-york-citys-project-based-rental-assistance-program/> (finding widespread rent miscalculations, recertification errors, and eviction filings affecting low-income tenants in PBRA housing); *NYCHA Miscalculated One-in-Five Rent Increases*, New York City Comptroller’s Review Finds, N.Y.C. Comptroller (June 7, 2023), <https://comptroller.nyc.gov/newsroom/nycha-miscalculated-one-in-five-rent-increases-new-york-city-comptrollers-review-finds/> (finding roughly one in five NYCHA rent increases were miscalculated, frequently leading to tenant overcharges).

¹⁰ Molly Rockett, Zachary Dean Carlson & Neil Rana, *Failures of Privatization in Project-Based Section 8 Rental Assistance Housing in New York City*, 34 J. Affordable Hous. 205–35 (2026); Legal Servs. NYC, *Legal Services NYC Releases Internal HUD Audits Revealing Chronic Rent Miscalculation, Widespread Mismanagement of Section 8 Project-Based Rental Assistance Housing* (Oct. 17, 2025), <https://www.legalservicesnyc.org/news/legal-services-nyc-releases-internal-hud-audits-revealing-chronic-rent-miscalculation-widespread-mismanagement-of-section-8-project-based-rental-assistance-housing/> (reporting that 94% of audited PBRA buildings failed core tenant file reviews, including rent miscalculations, missed recertifications, and due process violations that can lead to eviction).

and can take weeks of tenant effort to rectify as PHA and PBRA owner staff are unable to handle the volume of work.¹¹

Litigation history confirms the prevalence of these issues. In *Fields v. Russ*—a case litigated by LSNYC—the New York City Housing Authority (“NYCHA”) was required to modify its rules and practices to timely resolve interim recertification requests and rent grievances before initiating eviction proceedings, after evidence showed that tenants were being sued for rent amounts that they did not lawfully owe.¹² Similarly, under the *Williams v. NYCHA* consent decree, private landlords participating in the Housing Choice Voucher Program must verify rent calculations with NYCHA before filing eviction proceedings—recognizing that unverified or incorrect rent demands can lead to improper evictions.¹³

The 30-day notice requirement provides critical time to identify and correct these errors before litigation. Without it, tenants are at risk of eviction for circumstances beyond their control, and owners face increased risk of pursuing improper claims, increasing owners’ costs and creating unnecessary litigation and potential liability.

Disproportionate Impact on Disabled Tenants

A significant percentage of HUD-assisted households include individuals with disabilities.¹⁴ Indeed, many of our clients living in housing covered by the 30-day notice requirement are individuals living with disabilities whom we frequently assist with reasonable accommodation requests and other fair housing related litigation. Nonpayment is often tied to disability-related barriers such as hospitalizations, cognitive limitations, or interruptions in benefits. The 30-day notice period provides the only realistic opportunity to request reasonable accommodations, submit supporting documentation, and arrange alternative payment structures. Shortening this window effectively denies disabled tenants a meaningful opportunity to exercise their rights, raising serious civil rights concerns and increasing avoidable evictions among a population HUD is specifically charged with protecting.

Increased Homelessness and Public Costs

Evictions are a leading driver of homelessness, and the economic consequences are substantial. In New York City, the cost of sheltering families with children has increased significantly, with per-household daily costs rising from \$232.40 in Fiscal Year 2023 to \$270.51

¹¹ *Gladys Hampton Affordable Preservation LLC v. Brown* chronicles the challenges of a tenant facing eviction after a disorganized property manager failed to properly complete her recertification. LT-301150-25/NY (N.Y. Civ. Ct. May 22, 2025), <https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=iws2 FOiyO80NUEAfCxsIXQ==>. There, the property manager admits in emails that she is managing several developments, describes getting “hit with 5 other cases like yours” (similarly dis-organized), and further says, “I started with this company on 4/29/2025 and am trying my best to bridge the gap with the past and the present. I am share this because anything that you can resubmit would save more time to look for the documents. I can also start doing the calculations.”

¹² *Fields v. Russ*, No. 1:19-cv-11368 (ER) (S.D.N.Y. Dec. 12, 2019).

¹³ *Williams v. New York City Hous. Auth.*, No. 97 Civ. 168 (S.D.N.Y. July 1, 1992) (consent decree).

¹⁴ See Center on Budget and Policy Priorities, *Section 8 Project-Based Rental Assistance* (Jan. 10, 2022), <https://www.cbpp.org/research/housing/section-8-project-based-rental-assistance> (“Older adults or people with disabilities head two-thirds of PBRA-assisted households.”)

in Fiscal Year 2024—a 16.4 percent increase.¹⁵ Shelters for families with children now comprise the largest portion of the system, with projected costs exceeding \$1 billion annually.¹⁶ As of April 2026, there are currently 83,503 New Yorkers in NYC Department of Homeless Services shelters, including 28,623 children.¹⁷

At the same time, the average length of stay in family shelters has increased to 376 days, reflecting the difficulty of exiting shelter once entered.¹⁸ These trends demonstrate that, once households enter the shelter system, both the duration and cost of assistance are substantial. By increasing eviction filings, HUD’s rule will drive more households into shelter systems, where stays are prolonged and costs are high. The 30-day notice requirement, by contrast, was a low-cost, high-impact intervention that prevented these downstream expenditures and promoted housing stability. Eliminating this requirement increases costs on housing providers, local courts, local governments, and tenants, all of whom will be further burdened with expensive and unnecessary evictions, additional entrances into emergency shelters, and all of the attendant healthcare and social services costs thereof.

The Rule Does Not Reduce Costs—It Shifts Them

HUD’s stated justification—reducing administrative burden—is unsupported and incomplete. Eviction proceedings themselves impose costs on housing providers, including filing fees (e.g., \$45 per case in New York City) and attorney’s fees typically ranging from \$225 to \$300 per hour.¹⁹ The 30-day notice requirement reduces these costs by facilitating pre-litigation resolution and avoiding unnecessary filings. Its removal incentivizes premature litigation, increasing—not decreasing—administrative burden. At the same time, it externalizes costs onto courts, municipalities, and shelter systems, rather than eliminating them.²⁰

Perverse Incentives for Owners

Shorter notice periods create perverse incentives for owners and managing agents to initiate eviction proceedings rather than resolve disputes administratively. Without sufficient time for recertification processing or rent correction, owners may proceed with filings even where errors are likely or where issues could be resolved without court involvement. Research on the CARES Act notice requirement demonstrates that longer notice periods promote compliance and resolution, while shorter timelines increase filings without improving rent recovery outcomes.²¹

¹⁵ See N.Y.C. Council, Finance Division, *Department of Homeless Services* (Mar. 2025), <https://council.nyc.gov/budget/wp-content/uploads/sites/54/2025/03/Department-of-Homeless-Services.pdf>.

¹⁶ See *id.*

¹⁷ N.Y.C. Dep’t of Homeless Servs., *Daily Report* (last updated Apr. 2026), <https://www.nyc.gov/assets/dhs/downloads/pdf/dailyreport.pdf> (reporting daily shelter census, intake, and population statistics).

¹⁸ See *id.*

¹⁹ N.Y. CIV. CT. ACT § 1911 (McKinney 2025); see also N.Y. State Unified Ct. Sys., Housing Court Fee Schedule. Ann O’Connell, *How Much Does a Landlord-Tenant Lawyer Cost*, LAWYERS.COM (May 29, 2024), <https://legal-info.lawyers.com/real-estate/landlord-tenant-law/how-much-does-a-landlord-tenant-lawyer-cost.html>.

²⁰ *Supra* note 15.

²¹ Nat’l Hous. L. Project, *Enforcing the CARES Act 30-Day Eviction Notice Requirement*, *supra* note 3.

Conflict with HUD's Statutory Mission

HUD is charged with promoting housing stability and affirmatively furthering fair housing.²² Eviction policies disproportionately affect Black households, families with children, and individuals with disabilities. By increasing the likelihood of eviction among these groups, the interim final rule undermines HUD's statutory mission and exacerbates existing inequities in access to stable housing.²³ Rather than advancing housing stability, the rule reverses a critical protection designed to prevent unnecessary displacement among the nation's most vulnerable households.

C. Procedural Concerns: Noncompliance with the Administrative Procedures Act

The interim final rule is arbitrary, capricious, and contrary to law in violation of the Administrative Procedure Act. HUD has failed to engage in reasoned decision-making and has not provided the "satisfactory explanation" required when an agency changes course.²⁴

First, HUD fails to account for the reliance interests created by the 2024 rule. When an agency changes policy, it must consider serious reliance interests engendered by the prior rule.²⁵ Tenants, legal services providers, housing advocates, and public agencies have structured eviction-prevention practices around the 30-day notice requirement adopted in 2024.²⁶ That rule was expressly designed to facilitate pre-litigation resolution, enable access to rental assistance, and allow time for recertification and error correction.²⁷ HUD does not acknowledge these reliance interests, much less provide a reasoned basis for disregarding them. This omission alone renders the rule defective.

Second, HUD fails to grapple with its own prior factual findings. While agencies may change policy, they must "display awareness that [they are] changing position" and provide a reasoned explanation for disregarding prior conclusions.²⁸ In adopting the 2024 rule, HUD concluded that nonpayment in subsidized housing is frequently temporary and driven by

²² 42 U.S.C. § 3608(d), (e)(5); *see also* 88 *Fed. Reg.* 8516, 8524 (Feb. 9, 2023) ("HUD is responsible for ensuring that the Fair Housing Act's AFFH mandate is implemented and that it drives the change that Congress intended in 1968—the undoing of vestiges of segregation, unequal treatment, and inequitable access to opportunity that the Federal Government itself helped create—and helps combat the unequal access to housing and related opportunities because of race, color, national origin, religion, sex, familial status, and disability that persists in our society today."); *Raso v. Lago*, 135 F.3d 11, 16 (1st Cir. 1998); *see also* *N.A.A.C.P. v. Sec'y of Hous. & Urb. Dev.*, 817 F.2d 149, 155 (1st Cir. 1987) (noting that HUD has a broad and mandatory obligation "to do more than simply refrain from discriminating" and, instead, to "use its grant programs to assist in ending discrimination and segregation, to the point where the supply of genuinely open housing increases.").

²³ *Texas Dep't of Hous. & Cmty Affs v. Inclusive Cmty's Project, Inc.*, 576 U.S. 519, 534–40 (2015) (holding that disparate impact claims are cognizable under the Fair Housing Act and emphasizing the Act's role in addressing policies that perpetuate segregation, even absent discriminatory intent); *see, e.g., Havens Realty Corp. v. Coleman*, 455 U.S. 363, 380 (1982) (noting the FHA's "broad remedial intent").

²⁴ *See Motor Vehicle Manufacturers Association v. State Farm Mutual Automobile Insurance Co.*, 463 U.S. 29, 43 (1983).

²⁵ *Department of Homeland Security v. Regents of the University of California*, 591 U.S. 1, 30 (2020).

²⁶ *See* 89 *Fed. Reg.* 101270, 101272–73 (Dec. 13, 2024) (recognizing need for additional time to cure nonpayment and prevent avoidable evictions).

²⁷ *Id.* at 101274–75.

²⁸ *FCC v. Fox Television Stations, Inc.*, 556 U.S. 502, 515 (2009).

administrative complexity, income volatility, and systemic delay—not willful noncompliance—and that additional notice meaningfully reduces avoidable evictions.²⁹ The interim final rule does not dispute these findings, identify changed circumstances, or provide evidence undermining them. Instead, HUD simply reverses course without explanation; such unexplained inconsistency is the hallmark of arbitrary and capricious action.

Third, HUD fails to consider the foreseeable and significant consequences of its action. An agency must consider the “important aspect[s] of the problem” before it.³⁰ Here, the record—including HUD’s own prior rulemaking—demonstrates that shortening notice periods increases eviction filings, accelerates displacement, and contributes to homelessness.³¹ The interim final rule contains no meaningful analysis of these impacts, no estimate of increased filings, and no assessment of downstream public costs. HUD’s failure to consider these central consequences renders the rule unlawful.

Fourth, HUD’s justification—reducing administrative burden—is conclusory and unsupported by evidence. Agency action must be supported by a rational connection between the facts found and the choice made.³² HUD provides no data quantifying the alleged burden, no cost-benefit analysis, and no explanation as to why a rule that reduces eviction filings would increase administrative strain. Nor does HUD engage with record evidence that longer notice periods reduce litigation and associated costs.³³ An agency may not rely on speculation or unsupported assertions in place of reasoned analysis.

Fifth, the interim final rule reflects internally inconsistent policymaking. Agencies must treat like cases alike or provide a reasoned explanation for departing from prior approaches.³⁴ HUD continues to require procedural safeguards and pre-termination protections in other contexts, including grievance procedures and rent determination processes, yet eliminates a basic notice protection here without explanation. Likewise, existing legal frameworks—including NYCHA’s own regulations and the *Williams v. NYCHA* consent decree—require resolution or verification of rent calculations before eviction proceedings are initiated, reflecting the same principle that HUD now abandons.³⁵ HUD does not reconcile this rule with those requirements or explain why eliminating advance notice is consistent with them.

²⁹ 89 Fed. Reg. at 101272–74.

³⁰ *State Farm*, 463 U.S. at 43.

³¹ See 89 Fed. Reg. at 101273–75 (identifying eviction prevention and housing stability as core purposes of the 30-day notice requirement).

³² *State Farm*, 463 U.S. at 43.

³³ See 89 Fed. Reg. at 101274–75.

³⁴ See *West Deptford Energy, LLC v. FERC*, 766 F.3d 10, 21 (D.C. Cir. 2014).

³⁵ See, e.g., N.Y.C. Hous. Auth., *Admissions & Continued Occupancy Policy* ch. 8(g) (2024), <https://www.nyc.gov/site/nycha/residents/acop/chapter-8.page>. (“NYCHA must process an interim review within 30 calendar days from the date the change is reported by the resident. While an interim is pending, NYCHA may not serve a rent demand, commence a non-payment proceeding, or bring new chronic rent delinquency charges against the tenant. If the interim is approved, NYCHA must wait until 14 days after issuance of the ensuing lease addendum and rent notice to proceed.”)

Finally, HUD fails to consider obvious and less harmful alternatives. An agency's failure to consider obvious alternatives renders its decision arbitrary and capricious.³⁶ HUD does not evaluate modifications to the 30-day notice requirement, enhanced notice content, or targeted administrative reforms that would address any perceived burden while preserving tenant protections. The complete rescission of the 30-day notice rule, without analysis of alternatives, underscores the arbitrary nature of the decision.

Taken together, these failures demonstrate that HUD has not engaged in reasoned decision-making. The interim final rule disregards reliance interests, ignores prior factual findings, fails to consider foreseeable harms, and rests on unsupported assertions. It therefore cannot be sustained under the Administrative Procedure Act and should be withdrawn in its entirety.

D. Conclusion: LSNYC Urges HUD to Withdraw the Proposed Rule

Revoking the 30-day notice requirement represents a significant and unjustified retreat from a basic, evidence-based tenant protection. The interim final rule will increase avoidable evictions, disproportionately harm disabled tenants, exacerbate homelessness, and shift substantial costs onto public systems—all while failing to achieve its stated goal of reducing administrative burden. The prior rule was not radical; it was a practical recognition that extremely low-income tenants need time to resolve temporary financial and administrative issues before losing their homes.

LSNYC respectfully urges HUD to withdraw the interim final rule, reinstate the 30-day notice requirement as a uniform federal baseline, and reaffirm its commitment to housing stability and fair housing for the nation's most vulnerable households. We thank HUD for the opportunity to comment on its proposed rule. If you have any questions or would like to discuss further, please contact Zachary Carlson at zdcarlson@lsnyc.org

Respectfully Submitted,

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³⁶ See *State Farm*, 463 U.S. at 43 (agency action is arbitrary and capricious where the agency “entirely failed to consider an important aspect of the problem”); *Nat’l Shooting Sports Found., Inc. v. Jones*, 716 F.3d 200, 215 (D.C. Cir. 2013) (agency must respond to “significant,” “viable,” and “obvious” alternatives raised during rulemaking).