

**61st District Court, State of Michigan**

**ORDER**

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ILLIASSOU MOUMOUNI,

Plaintiff,

v

FEATHER NICOLE WEEDAL,

Defendant.

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Case No: 2023-LT-0001786

Hon. Nicholas S. Ayoub

At a session of said Court held in the  
Kent County Courthouse in the City of  
Grand Rapids, Michigan on June 21, 2023

PRESENT: The Honorable Nicholas S. Ayoub  
District Court Judge

Plaintiff filed this summary proceedings action seeking a possession judgment based on defendant's alleged failure to pay rent. MCL 600.5714(1)(a). There is no dispute that defendant's tenancy is subsidized through the Federal Section 8 Housing Choice Voucher Program, administered through the Michigan State Housing Development Authority. Plaintiff served defendant with a notice to quit on May 4, 2023 indicating that defendant's rent was past due and notifying defendant that unless paid within 7 days, the lease would be terminated and defendant would be required to vacate the premises. Defendant then filed this action on May 15, 2023, 11 days after the 7-day notice was served.

Defendant asks that this Court dismiss plaintiff's complaint arguing that under the applicable federal statute, defendant is entitled to 30-days notice prior to defendant filing an action for nonpayment of rent. Defendant cites Title IV of the Federal Coronavirus Aid, Relief, and Economic Security Act (CARES), section 4024, codified at 15 USC § 9058(c), which provides:

(c) Notice

The lessor of a covered dwelling unit-

(1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).

Defendant argues that this provision imposes a 30-day notice requirement for all terminations associated with property that participates in a federally subsidized housing program, such as the Housing Choice Voucher Program, and that because defendant was not provided 30-days notice consistent with the statute, the Court must dismiss this action.

The Court concludes that the legal issues raised turn on matters of significant public interest with far-reaching implications for landlords and tenants associated with federally subsidized housing. In light of this, and in light of the fact that plaintiff is not represented by counsel, the Court finds that the presence of amicus curiae<sup>1</sup> will aid in achieving a full and fair disposition of the legal issues before the Court in this matter. Therefore,

**THE COURT HEREBY ORDERS:**

1. Trial, currently set for June 23, 2023, is ADJOURNED. The Court will set a date for a hearing on the pending motion and provide notice to all parties.

2. The Grand Rapids Housing Commission<sup>2</sup> is invited to appear in this action as amicus curiae. If the Commission intends to participate, counsel for the Commission should file its appearance within the next 7 days. The Clerk shall furnish copies of the relevant portion of the record to counsel for the Commission along with a copy of this order. The Commission is invited to file a written submission addressing the merits of the questions presented. Any submission should be filed with the Court and served on all parties no later than 7 days prior to the hearing, which shall be set by the Court shortly.

3. Any other person or organization wishing to appear before the Court as amicus curiae in this matter may file a motion for leave. The motion should identify: (1) the moving party's interest in the questions, (2) the position that the moving party intends to assert, and (3) how the position is relevant to the disposition of the questions presented.

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<sup>1</sup> An amicus curiae, defined as “friend of the court,” Black's Law Dictionary 7th ed.1999 at 83, does not represent the parties but participates only for the benefit of the Court. *United States v Microsoft Corp*, Memorandum Opinion and Order of the United States District Court for the District of Columbia entered February 28, 2002 (CIV.A.98-1232(CKK)). While not commonly employed by trial courts, and even less so by state trial courts, all courts possess inherent authority to permit amicus participation in a matter before it. See *Universal Oil Products Co v Root Refining Co*, 328 US 575 (1946); *Oakland Cnty Prosecutor v Beckwith*, 242 Mich App 579, 586; 619 NW2d 172 (2000); *Jin v Ministry of State Sec*, 557 F Supp 2d 131, 136 (DDC, 2008). Amicus participation is particularly appropriate where the only questions are questions of law, *Linker v Custom-Bilt Mach Inc*, 594 F Supp 894, 897 (ED Pa, 1984), or where a party to the action is not represented by counsel. *Cobell v Norton*, 246 F Supp 2d 59, 62 (DDC, 2003) citing *Ryan v Commodity Futures Trading Comm'n*, 125 F3d 1062, 1064 (CA 7, 1997).

<sup>2</sup> The Grand Rapids Housing Commission is a municipal housing agency organized pursuant to MCL 125.654 that administers a variety of housing assistance programs, including federally funded project-based programs where the Commission serves the function of a landlord. Accordingly, the Housing Commission appears to have a significant interest in the question before the Court. In this Court's experience, the Commission is regularly represented in tenancy-related matters by very competent counsel. Accordingly, absent any specific objection of the parties, the Court is satisfied that the Commission is an appropriate party to serve as amicus here.

4. All parties are advised to be prepared to address the following questions:

1. Does the 30-day notice requirement contained in 15 USC § 9058(c)(1) survive indefinitely, irrespective of the expiration of the 120-day moratorium period referenced in 15 USC 9058(b)?

2. Is the property in this case a “covered property” for purposes of 15 USC § 9058 inasmuch as defendant’s tenancy is subsidised through the Housing Choice Voucher Program?

3. Does the 30-day notice requirement contained in 15 USC § 9058(c)(1) apply where the lessor of a covered dwelling provides a notice to vacate solely for the purpose of enforcing the tenant’s obligation to pay rent?


4. Does the 30-day notice requirement contained in 15 USC § 9058(c)(1) preempt MCL 554.134(2) and MCL 600.5714(1)(a), which otherwise authorize a landlord to terminate a tenancy by giving the tenant a 7-day notice to quit if the tenant neglects or refuses to pay rent?

5. The Commission, and any other party granted leave to appear as amicus, are invited to file written submissions addressing the merits of the questions presented. Any submission should be filed with the Court and served on all parties no later than seven days prior to the hearing, which shall be set by the Court shortly. Counsel for amici will be given an opportunity to make an oral presentation at the hearing. Nonetheless, the Court encourages amici to submit written briefs that satisfy the standards contained in MCR 2.119(A)(2).

6. Parties are encouraged to file their papers electronically with the Clerk by e-mail at [civil@grcourt.org](mailto:civil@grcourt.org). The e-mail should reference the case number and judge. The e-mail should also request that papers be forwarded to Judge Ayoub for review.

7. The Clerk shall post a copy of this order on the Court’s website.

IT IS SO ORDERED.

  
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Hon. Nicholas S. Ayoub  
District Court Judge