Anticipating the Impact of the White House’s Blueprint for a Renter Bill of Rights

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Introduction

On January 25, 2023, the Biden White House released a “Blueprint for a Renter Bill of Rights” (Blueprint). The document sets the stage with a few key statistics on the state of the rental market in the United States: it notes that average rents across the country skyrocketed by 17.2% in just one year from February 2021 to 2022, threatening to exacerbate housing insecurity for the “roughly 35 percent of the U.S. population[] that live in rental housing.” Yet, as the Blueprint also notes, there is no “comprehensive set of federal laws protecting renters”—only a “patchwork of state and local laws and legal processes that renters and rental housing providers must navigate.”

To address this deficit, the Blueprint “lays out a set of principles to drive action by the federal government, state and local partners, and the private

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2. Id. at 4.
3. Id.
sector to strengthen tenant protections and encourage rental affordability.\textsuperscript{4} It sets forth “five common-sense principles” for renters’ rights, namely “Safe, Quality, Accessible and Affordable Housing; Clear and Fair Leases; Education, Enforcement, and Enhancement of Renter Rights; the Right to Organize; and Eviction Prevention, Diversion, and Relief.”\textsuperscript{5} Under each of these umbrella categories, the Blueprint catalogues a number of specific action items that federal agencies will take or explore to increase protections for tenants. These action items draw in a broad cast of characters, including the Department of Defense (DoD), the Department of Agriculture (USDA), the Federal Housing Finance Agency (FHFA), the Federal Trade Commission (FTC), the Consumer Financial Protection Bureau (CFPB), and the Department of Housing and Urban Development (HUD).\textsuperscript{6}

The Blueprint arrives at a transitional moment in U.S. policy on landlord-tenant relationships. The past few years have seen a groundswell of attention to tenants’ rights issues across the United States, driven by the pressures of the country’s ongoing affordable housing crisis and recently spurred to new heights by the COVID-19 pandemic, inflation, and a marked slowdown in housing construction during and after the Great Recession.\textsuperscript{7} Beginning in March 2020, the federal government enacted sweeping and unprecedented emergency protections for tenants—from federally funded ERA programs to the CDC’s eviction moratoria—that are now drawing to a close.\textsuperscript{8} The Blueprint represents a turning point in this “post-pandemic pivot”: both a product of the recent political energy around tenants’ rights\textsuperscript{9}


\textsuperscript{5} Blueprint, supra note 1, at 4.

\textsuperscript{6} Id. at 6–7, 9, 11–13, 15, 17–18.


\textsuperscript{9} See Meir Rinde, Biden Has Power to Impose Rent Control, Say Housing Advocates, SHELTERFORCE (Sept. 1, 2022), https://shelterforce.org/2022/09/01/biden-has-power-to-impose-rent-control-say-housing-advocates (quoting Homes Guarantee campaign director Tara Raghuveer: “Up until basically exactly right now, rent control and rent regulation were basically a third-rail political issue, completely untouchable by anyone really at any level of government, much less the federal government. Now, based on how dire the inflation crisis is, and how painfully it’s hitting American households’
and a sign that the winds may now be changing. Several commenters have noted that the Blueprint’s focus on executive-branch action reflects the political realities of a newly divided Congress through 2024. As the possibility of meaningful legislative reform affecting tenants’ rights grows more distant, the White House has issued a call to action for federal agencies, state and local governments, and private actors to step in.

But what does the Blueprint mean, in practical terms, for housing providers and tenants across the country? Is it a preview of more dramatic things to come, or a swan song for an era of action that is now coming to a close? And what long-term effects might its specific policy actions have? While the answers to these questions will only become fully clear in the coming months and years, this essay offers some initial reflections in response. At a minimum, the Blueprint is an important acknowledgment of the tenants’ rights movement’s recent resurgence and a restatement of many of its key principles. However, the document itself omits meaningful historical context as to where these principles came from and how they have been deployed in practice, which makes it more difficult to envision how future stakeholders might convert its recommendations into concrete policy changes. We attempt to provide some of that context in this Essay.

More concretely, the Blueprint’s focus on agency actions in lieu of legislation raises both concerns about enforcement, particularly during Republican presidential administrations, and the specter of future litigation battles testing the limits of the executive branch’s ability to affect landlord-tenant relations. Will tenants see the benefits of new language in federal mortgage documents or even in regulations?

Part I of the Essay provides some context for how the Blueprint came to be, including the organizing efforts and negotiations that led up to its release, and examines how it fits into the broader history of tenants’ rights issues at the federal level. Part II traces the Blueprint’s key prescriptions back to their origins at the state and local level, looking at how notable recent campaigns and victories by tenant advocates are embodied in the document’s text. Part III provides some very preliminary thoughts on the potential legal ramifications of the Blueprint’s federal policy measures.

I. Overview of the Blueprint

A. The Blueprint’s Content: “More Talk Than Action?”

Before examining what the Blueprint is, it is important to clarify what it is not. The Blueprint itself does this at the outset, disclaiming itself as a “white paper” and “statement of principles” that “is not binding and does not . . . supersede, modify, or direct an interpretation of any existing pocketbooks, people’s hunger for the federal government and specifically the president to act is shifting . . . ”).

Federal state, or, local statute, regulation, or policy.” It does not create any consequences for state, local, and private actors who fail to protect the “rights” that it sets forth under its five key principles.

The Blueprint’s laundry list of specific policy interventions is similarly nondirective. It catalogues the promises that federal agencies have already made to explore potential ways in which tenant protections can be strengthened, but does not itself issue any new mandates for further agency action. The White House singled out the following set in its initial press briefing for particular attention:

- The FTC and CFPB will “collect information to identify . . . a broad range of practices” that negatively affect tenants’ ability to find housing, including background checks, the use of algorithms in tenant screenings, and the use of source-of-income information in making housing decisions.

- The FHFA will “launch a new public process to examine proposed actions promoting renter protections and limits on egregious rent increases for future investments.”

- The U.S. Department of Justice (DOJ) will host a workshop on “anti-competitive information sharing, including in rental markets.”

- HUD will initiate a new rulemaking to require that public housing authorities (PHAs) and project-based rental assistance property owners provide thirty days’ notice before evicting tenants for nonpayment of rent.

While it is still too early to gauge the long-term effects of these reforms—although we offer some tentative initial thoughts in Part III—it is clear that their impact out of the gate is likely to be minimal. Many of the Blueprint’s listed policy items do not have any immediate effect and only commit the agency in question to “explore,” “launch a process” towards,
or “seek public comment” on potential reforms. Those actions that will produce direct results generally affect only a small portion of the nation’s overall housing market, such as the USDA’s pilot of a new “uniform and independent inspection protocol” to ensure adequate housing conditions for the 400,000 multifamily rental housing units that it supports with loans, loan guarantees, and grants.

Although the Blueprint’s specific action items are purely federal, it also issues a call to action for state, local, and private actors to build on the foundation it has set. The White House paired the Blueprint’s release with a “Resident-Centered Housing Challenge” directed at state and local government actors and private firms, calling on them to “strengthen practices and make their own independent commitments that improve the quality of life for renters.” The Biden administration has touted a number of early sign-ons: for example, Wisconsin and Pennsylvania’s housing finance authorities committed to stabilizing rent at five percent year-over-year in their portfolio of funded properties, and the National Association of Realtors has agreed to create new resources for its members to further “resident-centered property management practices,” such as advertising acceptance of Housing Choice Vouchers (HCVs). Yet the Challenge, which was scheduled to take place over spring 2023, is purely voluntary, and it imposes no consequences for states, local entities, and private firms that elect not to participate.

For all of these reasons, some commenters have framed the Blueprint as “more talk than action.” Prior to the Blueprint’s release, a group of

20. Id. at 9.
21. Press Release, White House, supra note 4; see also Letter from Marcia L. Fudge, Sec’y, U.S. Dep’t of Hous. & Urb. Dev. (Mar. 7, 2023), https://www.hud.gov/sites/dfiles/PA/documents/Junk_Fees_Memo_SOHUD_signed.pdf (issuing a statement “amplifying the White House’s Challenge and urging all housing providers, as well as state and local governments, to take action to limit and better disclose fees charged to renters in advance of and during tenancy”).
23. See Siegel, supra note 10 (“[A] core tension is whether the[] initiatives [proposed under the Blueprint pillars] will gain steam, especially if they are not mandated or tied to federal funding.”); Sean Keenan, What Could White House Proposal for Tenants’ Bill of Rights Do for Atlanta Renters?, ATLANTA CIVIC CIRCLE (Feb. 1, 2023), https://atlanta#civiccircle.org/2023/02/01/white-house-housing-plan-could-help-atlanta (quoting tenant organizers’ observations that the Blueprint lacks enforceable penalties for states who fail to follow its principles); NAHMA Strategic Foresight: Resident Centered Property Management (RCPM) Challenge, NAT’L AFFORDABLE HOUS. MGMT. Ass’N (Mar. 9, 2023), https://www.nahma.org/meetings/resident-centered-property-management-session (discussing potential industry responses to the Challenge).
progressive legislators led by Rep. Jamal Bowman and Sen. Elizabeth Warren had sent a joint letter to the president proposing a more assertive approach than was ultimately taken in the final draft. Recommendations proposed but not ultimately adopted in this letter included “directing the FTC to issue rent-gouging regulations similar to price-gouging regulations and using FEMA to move people experiencing homelessness into permanent affordable housing.” The final product failed to take these bold steps, opting instead for a far more incremental approach.

Initial reactions to the Blueprint’s scope fell along predictable lines: industry representatives raised concerns about its potential overreach, while tenants’ rights groups criticized it for not going far enough. The National Apartment Association (NAA) has framed the Blueprint as a close call, opining that “NAA’s advocacy helped avert an executive order advanced by renters advocates and members of Congress, which would have imposed immediate policy changes.” On the other side, the National Low Income
Housing Coalition (NLIHC)’s president, Diane Yentel, has praised aspects of the Blueprint, but has still criticized it for failing to include asked-for measures like “taking action to hold corporate landlords accountable for documented, egregious and often unlawful behavior.”29 Both sides, however, appear to agree on one point: in releasing the Blueprint, the Biden administration stopped short of directly intervening in landlord-tenant relations.

Given the stakes of the debate, such critiques are perhaps inevitable. But it would be a mistake to underestimate the Blueprint’s significance given the broader context in which it arose—as we argue in the following section.

B. The Blueprint’s Context: Tenants’ Rights on the National Stage

One of the Blueprint’s most distinctive features is its very existence. It arrives at a unique moment of “energy and focus” and a crest in the generational political cycle around tenants’ rights issues.30 The history of tenant organizing in the United States was laid out in detail in the last issue of this Journal,” but to briefly summarize: after a wave of tenant organizing in the early 1970s and early 1980s that produced victories like the implied warranty of habitability and the “right to purchase,” tenant issues fell by the wayside in the mid-1980s as organizing efforts declined amidst a general lull in political urgency.32 In the past several years, however, tenants’ rights issues have gained significant momentum across the country, starting with the late-2000s foreclosure crisis and more recently spurred to new heights by the pandemic.33 This movement has expanded nationally across state and local borders, moving beyond its traditional focus in big cities as the United States’ housing crisis has increased pressure on landlords and tenants across a broad spectrum of local contexts.34


29. @dianeyentel, TWITTER (Jan. 25, 2023, 5:06 AM), https://twitter.com/dianeyentel/status/1618188467997126658.


The Blueprint represents both an acknowledgment of and a key turning point in this movement. It is the product of a broader, years-long advocacy campaign spearheaded by tenants’ rights organizations including Homes Guarantee, People’s Action, NLIHC, and the National Housing Law Project (NHLP).²⁵ Tenant groups have long pushed for a “national renters bill of rights”³⁶: Homes Guarantee, in particular, has made this document the centerpiece of its policy platform since 2019.³⁷ During engagement sessions leading up to the Blueprint’s release, advocacy groups pushed the Biden administration to take immediate measures to safeguard tenants, including issuing an executive order imposing nationwide rent stabilization measures³⁸ and opening investigations into “predatory” institutional
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investors in the rental market. The Blueprint falls short of meeting these demands. It is exactly as its title advertises: a “blueprint” towards concrete and enforceable rights for tenants, nothing more. Its equivocal nature is a reflection of the political compromises necessary to get it published.

But while the Blueprint’s immediate practical implications are less than what advocates hoped for (and what industry representatives feared), it is notable—if for no other reason—as one of the first instances in recent memory that tenants’ rights issues have been given a national platform. It is exactly as its title advertises: a “blueprint” towards concrete and enforceable rights for tenants, nothing more. Its equivocal nature is a reflection of the political compromises necessary to get it published. It is a key step towards defining a common identity for the tenants’ rights movement, a goal sometimes referred to as “tenants as a class.” It acknowledges the movement’s nationwide expansion by giving the White House’s imprimatur to policy tenets that, only a generation ago, would have been unthinkable outside large urban centers. It signals the current administration’s sympathy towards tenants’ rights issues and leaves open the possibility of further executive action in Biden’s remaining two years.
in this term. And, as we argue in the following part, it provides future campaigns with a high-profile roadmap for further action at the state and local level.

II. The Blueprint’s Inspirations

The Blueprint’s five principles can be read as a restatement of the modern tenant activist movement’s central pillars, as well as a summation of some of its highest-profile recent victories. Tara Raghuveer, one of the principal leaders of the Homes Guarantee coalition that was heavily involved in the efforts that led to the Blueprint’s release, has called these “organizing hooks,” or abstract principles around which to focus further efforts.

Because the Blueprint does not take more definitive federal action, tenant advocates will have to continue to work at the state and local level to achieve sought-after reforms, such as rent control, source-of-income and good-cause eviction protections, and the right to counsel.

Yet the Blueprint does not “cite its sources” by directly naming the past state and local movements from which it draws inspiration. This level of abstraction makes it difficult to picture what it would look like in practice for future organizers to implement these items in their own communities. Accordingly, this part compares some of the Blueprint’s major policy buckets to comparable advocacy efforts that have taken place across the country over the past few years. While we do not exhaustively trace back the history of every tenant protection listed in the Blueprint, we do attempt to provide a sampling of some of the more significant ones that it references—and a sense of the future ones that it might inspire.

43. One of the ongoing commitments the Blueprint makes is to host meetings between federal officials and tenant advocates “on a quarterly basis to hear their perspectives on dynamics in the rental markets and opportunities to strengthen tenant protections.” Blueprint, supra note 1, at 6; see Rand, supra note 40 (arguing that the Blueprint suggests “the administration is looking towards developing a Renter’s Bill of Rights in the coming years” and that “tenant groups . . . have the President’s ear”).

44. See Shelby R. King, Tenant Protections 101, SHELTERFORCE (Nov. 15, 2022), https://shelterforce.org/2022/11/15/tenant-protections-101 (listing the “[s]ix tenant protections [that] appear on most organizers’ wish lists” as “just cause eviction, right to habitability, right to counsel, rent regulation, right to organize/protection from harassment, and tenant opportunity to purchase”). All but the last appear in some form in the Blueprint.

45. @taraghuveer, supra note 40.

46. While the tenants’ rights movement has enjoyed significant momentum at the state level over the past few years, it is worth noting that endorsements like the Blueprint also risk sparking conservative backlash. Some state bills were introduced in 2023 that would curtail, rather than expand, renters’ rights. See, e.g., H.B. 282, 68th Leg., Reg. Sess. (Mont. 2023) (allowing landlords to terminate leases and recover rent more easily); H.B. 283 68th Leg., Reg. Sess. (Mont. 2023) (expanding state preemption of local government landlord-tenant laws).
A. "Safe, Quality, Accessible, and Affordable Housing"

The Blueprint’s first key principle incorporates a number of the tenants’ rights movement’s core commitments: minimum habitability standards, lower barriers in application and background screening processes, and protections against excessive rents and drastic rent increases.\(^4\) While the specific policies in this bucket touch on a number of these areas, the one that has received by far the most attention is the FHFA’s promise to “launch a process to ... [explore] policies that limit egregious rent increases at properties with [federally]-backed mortgages going forward.”\(^48\)

Although the significance of this relatively noncommittal reference might not be immediately apparent from the document on its face, this single bullet point has sucked up a good bit of the oxygen in the conversation around the Blueprint’s release, simply for opening the door to the mere possibility (or specter) of “national rent control.”\(^49\)

On May 31, 2023, the FHFA issued a Request for Input (RFI), seeking “public input on issues faced by tenants in multifamily properties.”\(^50\) The RFI is broad in scope as it makes reference to a broad range of tenant issues and concerns. It references relatively broad statutory authorization for Fannie Mae and Freddie Mac to advance affordability and provide leadership in the rental housing market. It also, however, repeatedly acknowledges that those entities’ “role in the multifamily housing market limits their ability to influence tenants’ housing experiences.”\(^51\) At the time of publication, the FHFA is receiving responses to its RFI, and it remains to be seen how or whether it will act on that input, including whether it will advance any form of rent control.

The allusion to rent control in the federal Blueprint reflects rent control’s rapid expansion over the past few years. While rent control has historically been limited to large coastal cities with deep rental markets,\(^52\) it is expanding more broadly today as the nationwide housing affordability crisis causes rental markets to heat up across both rural and urban areas.\(^53\) Yet this wave of advocacy is running up against a bulwark of state laws

\(^47\) Blueprint, supra note 1, at 5.
\(^48\) Id. at 6.
\(^51\) Id. at 3.
\(^53\) Kasakove, supra note 34.
that foreclose local rent control policies, which arose in the 1980s and 1990s as part of a concerted effort by conservative state legislators and interest groups. The current landscape of rent control policy in the United States is fragmented, with thirty-nine states expressly or de facto preempting it, two (California and Oregon) imposing some form of it statewide, and nine permitting localities to enact it on their own.

Rent control has been an explosive political issue at the state level for the past several years, ever since California voters approved “Proposition 10,” a ballot initiative to repeal statewide rent-control limits, in 2018. While this measure ultimately failed to pass into law, debates over rent control have only intensified as the pandemic has caused rents to skyrocket around the country. More than a dozen states are set to consider bills that would establish or expand rent stabilization measures in 2023, and cities including Portland, Maine, Pasadena, and Santa Monica have also passed such measures in recent months. Nowhere is this conversation more live than Massachusetts, where Boston’s mayor Michelle Wu has called for a repeal of the state’s three-decade-old ban on local rent control laws. Still, while political energy around rent control is at an all-time high, the barriers in state legislatures remain substantial. Progressives in Washington, D.C. had hoped to sidestep the grueling process of fighting for rent control state-by-state and city-by-city through an executive order establishing a nationwide policy capping rents. The Blueprint falls short of that ask,


56. Rajasekaran, Treskon & Greene, supra note 52, at 4.


61. See supra note 39 and accompanying text.
meaning that this fight will need to continue at the state and local level in the years to come.62

While a full treatment of this topic is beyond the scope of this essay, it is worth noting that the debate over the Blueprint’s reference to rent stabilization mirrors long-running tensions in the housing community between “supply-side” housing advocates and tenants’ rights groups.63 Earlier in 2022, the White House released a “Housing Supply Action Plan” that detailed various steps that local communities could take to reduce barriers to housing production.64 Industry critics of the Blueprint have argued that its measures threaten to undermine housing production by increasing costs and discouraging new development, and have called on the Biden administration to prioritize the Housing Supply Action Plan over this new document.65 On the other hand, many “supply-side” advocates have acknowledged that additional housing production will take years to have an impact on renters’ quality of life. In the meantime, because the current housing market’s historically low vacancy rates and high rents are substantially tilted towards landlords, other tenant protections may be appropriate.66

Beyond rent control, the Blueprint’s first principle also references another long-standing centerpiece of the tenants’ rights movement: the right to habitable living conditions in rental housing:67 The implied warranty of habitability was a major victory for tenants when it was almost universally

62. See Ginny Monk, CT Housing Committee Won’t Vote on Rent Cap This Session, CONN. MIRROR (Mar. 7, 2023), https://ctmirror.org/2023/03/07/ct-rent-cap-housing-committee (describing unsuccessful attempt to pass a statewide rent cap bill in Connecticut’s 2023 legislative session).


65. E.g., NAT’L MULTIFAM. HOUSING COUNCIL, supra note 28.


67. Blueprint, supra note 1, at 5 (“Owners of rental housing and state and local governments should ensure that homes for rent meet habitability standards . . . are free of health and safety hazards, such as lead or mold [and] . . . provide services and amenities as advertised or included in the lease (such as utility costs and functional appliances) and ensure that the residential housing unit is well maintained (including common areas).”)
adopted during the last major wave of organizing in the 1960s and 1970s, but more recent commentary has highlighted pervasive issues with its lack of enforcement due to procedural and informational barriers and disparate access to resources between landlords and tenants. Doubtless, as described below, enforcement will be a concern with respect to protections described in the Blueprint as well. The Blueprint does not go into detail on some procedural and access-to-justice reforms that have been floated to address conditions enforcement, though its restatement of the basic principles underlying the warranty makes clear that this is still an ongoing fight. Future advocates and policymakers should take note of this enforcement gap issue when pushing for reforms that would expand the right to “safe, quality, accessible, and affordable” housing that the Blueprint describes.

B. “Clear and Fair Leases”

The Blueprint’s second principle focuses on the contractual landlord-tenant relationship, calling on housing providers to draft tenant-friendly leases with digestible language and fair, enforceable terms. Evidence has shown that landlords’ use of complicated and unenforceable leases is rampant across U.S. rental markets and that this practice significantly increases costs for tenants by leading them to pay rental expenses that


69. E.g., Super, supra note 32; Serge Martinez, Revitalizing the Implied Warranty of Habitability, 34 NOTRE DAME J.L. ETHICS & PUB. POL’Y 239-80 (2020); Paula A. Franzese, Abbott Gorin & David J. Guzik, The Implied Warranty of Habitability Lives: Making Real the Promise of Landlord-Tenant Reform, 69 RUTGERS U. L. REV. 1, 22 (2016) (finding, in study of Essex County, New Jersey, eviction suits, that the implied warranty of habitability was only raised in 0.2% of cases as a defense).

70. See infra Section III.B.

71. See, e.g., Martinez, supra note 69, at 267–79; Franzese, Gorin & Guzik, supra note 69, at 30–42; Weinberger, supra note 68, at 458–63.

72. Blueprint, supra note 1, at 5.

73. Id. at 8.

should properly be borne by landlords.\textsuperscript{75} While the Blueprint has relatively little to offer in terms of concrete federal actions supporting this principle relative to the other policy buckets,\textsuperscript{76} its reference to “appropriately sized” security deposits evokes recent state and local laws that have imposed limits on security deposit terms in leases. New York’s 2019 Housing Stability and Tenant Protection Act (HSTPA) legislation is a particularly high-profile recent example, limiting security deposits to one month’s rent and making it easier for tenants to recover their deposits.\textsuperscript{77} Twenty-seven states and Washington, D.C. currently limit deposits to anywhere from one to three months’ rent, while another twenty-three do not impose statutory limits.\textsuperscript{78} In 2023, some state legislators sought to build on this list: states like California and Connecticut considered lowering their statutory limits,\textsuperscript{79} and states like Vermont evaluated whether to enact them for the first time.\textsuperscript{80}

C. “Education, Enforcement, and Enhancement”

One of the central subprinciples contained under the Blueprint’s “fair housing” bucket is preventing discrimination on the basis of a tenant (or prospective tenant)’s source of income, particularly for holders of housing choice vouchers. That the federal government does not include source of income as a protected class under the Fair Housing Act, even as discriminatory practices by landlords undermine the proper functionality of the federal voucher program by frustrating voucher holders’ ability to secure safe and stable

\textsuperscript{75} Meirav Furth-Matzkin, The Harmful Effects of Unenforceable Contract Terms: Experimental Evidence, 70 Ala. L. Rev. 1032 (2019).

\textsuperscript{76} The only listed item is a promise by USDA to promulgate a new tenant-friendly lease across its portfolio of multifamily properties, which will be modeled on a similar template used in HUD Section 8 properties, as well as a set of other tenant protection materials. Blueprint, supra note 1, at 9.

\textsuperscript{77} Among many other protective measures, the legislation also limits application fees, including fees for background checks, to twenty dollars. Luis Ferré-Sadurní, How New Rent Laws in N.Y. Help All Tenants, N.Y. Times (June 21, 2019), https://www.nytimes.com/2019/06/21/nyregion/rent-laws-new-york.html.


housing, is a long-recognized irony. In the absence of federal protection, states and local governments have been left to fill in the gaps.

State-level source-of-income protections have expanded rapidly over the past few years amidst the broader surge in tenant activism. According to a report by the Poverty & Race Research Action Council, the enactment of source-of-income laws in seven states from 2018 to 2022 means that over fifty-seven percent of voucher holders now enjoy some form of protection, up from thirty-four percent five years ago. Nevertheless, these laws vary widely in their scope: not all explicitly address voucher status as a protected source, and some have been weakened by subsequent judicial interpretation. Here, too, the Blueprint stops short of leveling the field with a uniform federal protection for all voucher holders (perhaps unsurprising, given the steep legal and practical obstacles to implementing a new federally protected class solely by executive action). It only "reiterates" the federal government’s biggest current intervention in the area—the Low Income Housing Tax Credit program’s prohibition on voucher discrimination in tax credit-funded properties.

Another key area of focus in the Blueprint’s third bucket is the prevalence of discriminatory practices in background checks for prospective tenants, including credit reports and algorithms that inaccurately penalize certain groups. Legal scholars Sarah Schindler and Kellen Zale have recently observed how these practices not only disadvantage lower-income, younger, and racial minority individuals, but are also skewed more broadly against individuals with a residential history of renting rather than homeownership. Because only late rental payments are reported to credit

84. Mouton, supra note 82; Beck, supra note 81, at 168–70; Johnson-Spratt, supra note 81, at 463–65.
85. Blueprint, supra note 1, at 12–13. The Blueprint does catalogue some additional federal steps to incentivize equal treatment of voucher holders: for example, it notes that Fannie Mae’s new Expanded Housing Choice pilot program offers a pricing incentive to property owners who agree not to discriminate on this basis. Id. at 13.
86. Blueprint, supra note 1, at 11–12.
reporting agencies—unlike home mortgage payments, which can improve scores if paid on time—renters are subject to a "one-way, negative ratchet" where their credit can only get worse, not better, over time.\footnote{87} The Blueprint hints at some promising future federal intervention in this area. It relates the CFPB’s promise to "identify guidance or rules . . . to ensure that the background screening industry adheres to the law, and coordinate law enforcement efforts with the FTC to hold tenant background check companies accountable for . . . ensur[ing] accurate information in the credit reporting system."\footnote{88} Last year, the CFPB released a pair of reports highlighting issues with faulty methodologies in the tenant background check industry, including a failure to account for rental payment history, an overuse of reductive digital algorithms, and a failure to provide adverse action notices as required by the Fair Credit Reporting Act.\footnote{89} Given that most credit reporting firms operate on a national level, this may be one of the relatively few policy areas where the Blueprint has the potential to break new ground in a field not yet meaningfully covered by state and local legislation.

D. The Right to Organize

The "right to organize" is not a new concept in the world of federal housing policy. HUD has for decades recognized public housing tenants’ right to form "tenant organizations" in order to collectively negotiate with property owners over their living conditions and rental terms, as well as to take certain protected activities in support of organizing efforts like leaflet distribution and on-site meetings.\footnote{90} The Blueprint’s policy items under this bucket do not expand much beyond this context, creating similar protections for the relatively small number of tenants in housing that is owned, controlled, or overseen by DoD, as well as expanding funding and opportunities for public housing tenants, including tenants in properties participating in the Rental Assistance Demonstration (RAD) program.\footnote{91}

Still, the Blueprint’s reference to how tenant organizing can help “highlight[] structural issues in housing markets” is clearly a nod to recent, high-profile expansions of the right to organize in private as well as public housing. In particular, San Francisco passed an ordinance in 2022 that

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\footnote{88. Blueprint, supra note 1, at 12.}
\footnote{90. 24 C.F.R. § 245.100–135 (2022) (promulgated in 65 Fed. Reg. 36,281 (June 7, 2022), and 72 Fed. Reg. 73,495 (Dec. 27, 2007)).}
extends sweeping protections for “tenants unions” to engage in collective activities. The legislation, modeled after the federal National Labor Relations Act (as well as HUD’s own federal tenant protections), guarantees tenants of buildings with at least five rental units the right to organize into unions upon showing a bare majority of support. It protects the right to conduct organizing activities in building common areas and requires landlords to meet at least quarterly with tenant unions to confer in good faith. A landlord’s failure to comply with the ordinance’s provisions allows tenants to petition for a reduction in rent.

It is not clear whether this model will be fully replicable elsewhere. Even prior to COVID, San Francisco had some of the nation’s most tenant-friendly laws and a long history of robust tenant organizing, and, like many other recent tenant protections alluded to in the Blueprint, its most recent legislation was a product of the unique pressures created by the COVID-19 pandemic. Nevertheless, the San Francisco experience shows how the right to organize—for decades, a concept largely limited to the federal public housing sphere—is gaining greater currency in the private housing market. Other cities like New Haven, Connecticut, are following San Francisco’s example by also recognizing tenants’ rights to unionize and collectively bargain. What is more, these rights may have important synergistic effects with other protections championed by the Blueprint—for

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95. Id.
98. The 2022 ordinance arose as a result of a widely publicized dispute between fifteen tenants’ unions and one of the city’s largest landlords, which refused to meet to discuss the unions’ demands for cancellation of back rents accrued during the pandemic. Popoola, supra note 96.
example, by increasing the likelihood that tenant protection conditions in government-funded mortgages are effectively and consistently enforced.100

E. Eviction Prevention, Diversion, and Relief

Limits on evictions were thrown into the spotlight during the pandemic, and, while the temporary COVID-era moratoria are now largely phased out,101 states are continuing to consider more lasting reforms.102 The Blueprint acknowledges this political momentum in its fifth principle. Citing well-established literature on the catastrophic and lasting effects that evictions can have on tenants’ well-being, financial stability, and long-term success,103 it lists a series of policy measures aimed at reducing renters’ risk of being evicted and lessening the negative impacts of evictions that do occur.104 It reiterates the public-health rationale that undergirded the federal government’s limits on evictions during the pandemic, noting that empirical results showed a strong correlation between the expiration of eviction moratoria and increased rates of COVID-19 transmission.105

One of the specific subprinciples that the Blueprint calls out under this category is the right to counsel for tenants in eviction proceedings. This trend kicked off in 2017 with the passage of New York City’s “first . . . in the nation” right-to-counsel law guaranteeing low-income tenants legal representation in Housing Court.106 Since then, it has rapidly spread to other jurisdictions107: in particular, Detroit passed a Right to Counsel Ordinance in

100. See infra notes 158–60 and accompanying text.

101. For a comprehensive overview of eviction moratoria and other renter-supportive measures implemented during the pandemic, see Emily A. Benfer et al., COVID-19 Housing Policy: State and Federal Eviction Moratoria and Supportive Measures in the United States During the Pandemic, HOUS. POL’Y DEBATE 1 (2022).

102. During the pandemic, legislators in thirty-seven states plus the District of Columbia introduced 182 bills affecting how eviction lawsuits are adjudicated in the first half of 2021, an increase of more than fifty percent from the entire prior year. Erika Rickard & Natasha Khwaja, State Policymakers Are Working to Change How Courts Handle Eviction Cases, P.E.W CHARITABLE TRS. (Aug. 26, 2021), https://pew.org/3kJ5puX.


105. Id. at 17 n.xlix (citing Kathryn M. Leifheit et al., Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality, 190 Am. J. Epidemiology 2503 (2021)).


May 2022 that “is one of the broadest such ordinances in the nation,” guaranteeing legal representation to any income-qualified city resident facing eviction. Right-to-counsel reforms have particularly strong momentum as eviction filing rates have skyrocketed coming out of the pandemic and could potentially sweep the field this year with bills introduced in at least twelve states as of February 2023. The federal government has already endorsed the right to counsel as a recommended eviction prevention strategy: in 2021, HUD, DOJ, and Treasury issued a joint letter to American Rescue Plan Act fund recipients encouraging them to use pandemic relief funds to provide legal representation for tenants facing eviction, as well as other measures like court navigators and diversion programs.

A second subprinciple the Blueprint endorses is “just- or good-cause eviction protections that require a justified cause to evict a tenant, and adequate notice if [a] lease is not renewed.” Good-cause eviction is a key pillar of tenant organizers’ policy platforms, but it has been slower to gain traction than the right to counsel. The landlord-tenant relationship has historically been at-will, allowing landlords to end lease relationships for any reason or no reason at all. Some states, however, have passed legislation restricting landlords’ ability to displace tenants in the private rental market. New Jersey’s good-cause eviction law, which has

108. Phillips & Robichaud, supra note 106, at 346; see DETROIT, MICH. ORDINANCE No. 2022-14 (to be codified at DETROIT, MICH. CITY CODE §§ 22-10-1 to -9). Residents must be at or below 200% of the federal poverty level in order to meet the income qualifications.

109. See The Eviction Tracking System, EVICTION LAB (Apr. 8, 2023), https://evictionlab.org/eviction-tracking (reporting that, as of February 2023, over 1.9 million evictions had been filed since the start of the pandemic in March 2020).


112. Blueprint, supra note 1, at 16.

113. King, supra note 44.


115. The five states with just-cause legislation in place as of early 2023 are New Jersey, California, New Hampshire, Oregon, and Washington. Id. at 2. These follow the lead set by local municipalities, many of which have had just-cause protections of varying scope in place for decades. See id. at 6-7; N.Y.C. ADMIN. CODE § 26-408 (2023) (imposing good cause for rent-regulated units); SEATTLE MUN. CODE §§ 7.24.030, 22.05.010 (2023)
been in place since 1974, is one of the most notable of its type.\textsuperscript{116} It removes landlords’ ability to evict for reasons other than those set out in the statute, which include failure to pay rent, disorderly conduct or property damage, or other substantial breaches of the rental agreement.\textsuperscript{117} Notably, data shows that several of New Jersey’s largest cities have some of the lowest eviction rates in the country, and the state is also outpacing its neighbors in housing production.\textsuperscript{118}

Several state bills were introduced in the past few years that would implement or extend good-cause eviction measures.\textsuperscript{119} New York, in particular, has been hotly debating a good-cause eviction bill for the past several years; while the most recent version failed to make it into the state’s annual budget, a good-cause law in New York would be an extremely high-profile victory for the tenants’ rights movement that could spur similar legislative action across the country.\textsuperscript{120}

A third subprinciple that the Blueprint discusses is the sealing of eviction case filings.\textsuperscript{121} This policy bucket recognizes the long-term downstream effects that an eviction can have on a renter’s future housing opportunities and other life options.\textsuperscript{122} California and Illinois have both implemented
automatic sealing of certain housing court records, and New York’s 2019 tenant-protection legislation banned the practice of “blacklisting” based on eviction court history. Finally, the Blueprint promotes alternative resolution mechanisms for eviction disputes. This policy is taking off in cities such as Philadelphia, which recently enacted a unique new “eviction diversion” law that provides short-term rental assistance to landlords and renters while they work out their differences through city-sponsored mediation.

III. The Blueprint’s Implications

The Blueprint is ambitious, but, because it is limited to policies that can be implemented by the executive branch without any congressional action, each proposed policy is quite narrow. The White House’s options are limited to regulatory changes, revisions to forms for future contracts to which federal or quasi-governmental agencies are parties, budgetary allocations, and moral suasion. In this fourth bucket are the White House’s ability to influence local and state actors, which might then change policies at the local and state level. In the first three buckets, there are likely to be implementation struggles as well as legal battles about interpretation and enforcement. This part anticipates some of those battles.

A. Regulations

As recounted above, the Blueprint anticipates new regulations addressing, for example, notice requirements when tenants in subsidized housing are at risk of eviction and unfair competition and unfair and deceptive acts in the rental housing sector. Because there is no serious push for new legislation, these regulations will have to be promulgated pursuant to existing statutes. Whether existing statutes authorize these new regulations is an area likely to be tested in the courts.

With respect to some of the policies anticipated by the Blueprint, the promulgating agency will not be HUD. Instead, the Blueprint seeks to

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124. Ferré-Sadurní, supra note 77.
125. Blueprint, supra note 1, at 16.
127. See supra note 17 and accompanying text.
128. See supra note 14 and accompanying text.
address housing affordability, in part, by reconsidering the rules affecting housing financed by the DoD and USDA. These agencies have long played a role in building and financing housing. As a result, they have levers available to them to affect affordability and conditions in those units. The FTC and CFPB have a role to play because tenants, as consumers of goods and services, are protected by various federal consumer protection statutes. Whether these agencies will prioritize regulations intended to protect tenants—both in terms of adoption and then, later, enforcement—remains to be seen.

Interestingly, the Blueprint barely mentions the Low Income Housing Tax Credit (LIHTC) program or its administering agency, the Treasury Department. Tenants and their advocates might worry that Treasury’s resistance to promulgating regulations pursuant to Section 42 of the Internal Revenue Code, which establishes and governs LIHTC, bodes ill for the likelihood that DoD, USDA, FTC, and CFPB will wade into this space. While HUD regulations protect tenants in HUD-financed affordable housing along many dimensions—due process prior to eviction, affirmative marketing, and the right to organize—LIHTC tenants receive fewer protections. This distinction is all the more notable given that LIHTC is the nation’s largest source of funding for new affordable rental housing construction. Tenants’ rights groups might wonder whether other agencies will similarly hesitate to prioritize adoption of regulations anticipated by the Blueprint.

Even if these agencies choose to prioritize renters’ rights, they may receive criticism, pushback, and litigation claiming that they do not have the authority to do so. Any regulations will have to be promulgated pursuant to an existing statute. Commentators aligned with the rental housing industry have already questioned whether, for example, the CFPB has the necessary authority to act as the Blueprint advises because a rental unit is not a “consumer product or financial service,” as defined by statute.  

129. See Analysis of the White House Blueprint for a Renters Bill of Rights, DAVIS VAN GUARD (Feb. 3, 2023), https://www.davisvanguard.org/2023/02/analysis-of-the-white-house-blueprint-for-a-renters-bill-of-rights (noting that “[d]espite ongoing problems with enforcing good cause or limiting rent increases in the Low Income Housing Tax Credit program, there is no Treasury action to address either of these issues” and that “Treasury’s main commitment is to meet with tenants, advocates, housing providers and researchers about tenant protections within LIHTC.”).

130. See NATIONAL HOUSING LAW PROJECT, HUD HOUSING PROGRAMS: TENANTS’ RIGHTS § 1.11 (5th ed.) (“Tenant and applicant rights and landlord duties are not as well-developed in LIHTC developments compared to most of the federal affordable housing programs.”).


While CFPB’s authority to regulate unfair, deceptive, and abusive acts and practices pursuant to the Dodd-Frank Act is not coterminous with states’ consumer protection statutes, some courts have in fact interpreted these state laws to exclude tenant protections on various grounds, including that a rental unit is not a consumer product or service.

More broadly, the legal atmosphere around agencies stepping outside their perceived “sphere of expertise” is increasingly hostile as the Supreme Court rolls out its “new major questions doctrine.” Among other recent cases, the Court’s overturning of the CDC’s eviction moratorium in 2021 on major questions grounds, in particular, may have influenced the Biden administration’s reluctance to commit to the bolder tenant protection steps that advocates and progressive lawmakers had pushed for. The Court based its holding in that case on the CDC’s lack of clear statutory authority to interfere with “an area that is the particular domain of state law: the landlord-tenant relationship.” This issue remains a looming concern even for the smaller-scale actions that the Blueprint does propose.

Still, while questions may arise as to whether courts will permit the CFPB to regulate leases generally, there is no question that tenant records searches are governed by the Fair Credit Reporting Act. Similarly, certain kinds of records searches implicate fair housing concerns, as governed by


137. Ala. Ass’n of Realtors, 141 S. Ct. 2485.

138. See supra notes 25–26, 35–39 and accompanying text.

139. Ala. Ass’n of Realtors, 141 S. Ct. at 2489.

the Fair Housing Act. It is not yet clear whether today’s federal courts will be friendly to regulations and enforcement efforts intended to limit landlords’ use of screening mechanisms, such as criminal background checks that have a disparate impact on protected classes.

B. Contracts

In addition to their regulatory authority, federal agencies have the power to include tenant protections in contracts to which they are party. Because federal agencies increasingly do not own, but instead subsidize, rental housing, financing documents are the most prominent example. Various federal agencies, not just HUD, finance the construction of housing. For example, as a result of the Military Housing Privatization Initiative, “[p]rivate-sector companies own and operate about 99% of homes on military installations in the United States.” For its part, the USDA finances construction of rural and farmworker rental housing. It also subsidizes rent for low-income tenants residing in those subsidized units. The relative size of these various programs varies enormously. While USDA and DoD housing programs comprise a very small portion of the market, a much larger number of units are in buildings secured by loans purchased by Fannie Mae and Freddie Mac.

The Blueprint points to USDA standardized leases as a form of tenant protection, but the requirement that a private landlord use a standardized lease will have to be included in USDA governmental financing documents in order to be effective. Other governmental institutions, like Fannie Mae and Freddie Mac, purchase or securitize loans used to finance housing construction. These contracts can include protections for tenants, from minimum requirements for maintenance and conditions to limitations on landlord’s powers to raise rents or evict tenants. These Fannie- and Freddie-backed loans have the potential to affect a huge swath of the United States’ rental market. During the pandemic, they were used to deploy the CARES Act’s initial limits on evictions in March 2020 before the

CDC’s more sweeping moratorium took effect.\textsuperscript{145} Advocates have sought to build on this precedent going forward by deploying conditions on federally financed mortgages as a powerful new federal policy lever for landlord regulation.\textsuperscript{146}

Once a protection is included in a contract, however, it must still be enforced, by either tenants themselves or regulators. Whether tenants will be able to enforce those provisions will turn on a number of considerations. Will tenants know that they have the rights included in the contract? Will courts allow tenants, as third-party beneficiaries, to enforce those protections? The pandemic experience throws these issues into sharp relief: many tenants did not know whether their landlord had a federally financed mortgage, making it difficult to effectively enforce limits on evictions and other protective measures.\textsuperscript{147} Tenant advocates’ experiences seeking to enforce maintenance requirements in private mortgage documents also imply hurdles to employing this strategy. Because tenants are not in contractual privity with lenders and lenders are not directly liable for code violations (unless they come into ownership of a dilapidated property following a foreclosure action), tenants must convince banking regulators to pressure banks to enforce these maintenance requirements.\textsuperscript{148}

Similar issues have arisen in the context of housing that is directly subsidized and regulated by the federal government. Courts have come out differently on the status of tenants as third-party beneficiaries: where tenants seek to independently enforce regulations that HUD opts not to enforce on its own, some courts have found that “[t]enants are not . . . third


\textsuperscript{146} Letter from Diane Yentel & Shamus Roller to Janet Yellen, supra note 39, at 2–3 (arguing that the FHFA “should expand renter protections, such as source-of-income protections, just-cause eviction standards, anti-price gouging protections, and habitability standards, to those living in properties with federally backed mortgages” in light of “recent precedent”).

\textsuperscript{147} Goodman, Kaul & Neal, supra note 145; see Kriston Capps, The White House Is Considering Broad Actions to Expand Tenant Protections, Bloomberg: CityLab (Jan. 18, 2023), https://www.bloomberg.com/news/articles/2023-01-18/what-the-biden-administration-could-do-to-help-tenants (noting that while “on paper the number of covered tenants was enormous,” in practice “the CARES Act order proved unwieldy for tenants actually seeking relief . . .”).

party beneficiaries to regulatory agreements between HUD and property owners [and where] property owners claim[] to be third party beneficiaries to an agreement between HUD and a tenant, the reasoning of those cases applies with equal force.”\textsuperscript{149} Yet other courts have endorsed tenants’ ability to enforce affordability requirements included in LIHTC financing documents, even when those requirements have been abandoned by regulatory agencies. In at least one of those cases, landlords expressly agreed to permit tenant enforcement of contractual affordability requirements.\textsuperscript{150} A key difference between these two lines of cases is whether the landlord expressly agreed to permit tenant enforcement when it accepted governmental subsidy. Agencies might learn from that case law and impose similar landlord acknowledgments and agreements when carrying out policies described in the Blueprint. These requirements must be included not only in regulations and guidance documents, but also in contractual documents to be signed by property owners.

In the past, HUD has taken the opposite tack. Notably, in response to “[court] decisions finding tenants had a third-party beneficiary right, HUD amended its documents to preclude any tenant right of enforcement,” and these limitations have “generally [been] upheld by the courts.”\textsuperscript{151} Agencies could give the Blueprint’s protections more teeth by moving away from this philosophy and embracing a more expansive enforcement role for tenants and ensuring that landlords acknowledge and accept that role when they accept financing and subsidies. It is possible that they may choose an intermediate approach: in the context of homeowners’ rights, courts have disallowed homeowners from seeking damages from servicers that ignore federal regulations, but have permitted them to defend against a mortgage on the grounds that the servicer ignored federal regulations.\textsuperscript{152} One might imagine analogous facts in the rental context, wherein a tenant cannot sue affirmatively to enforce affordability restrictions but can defend against a landlord’s attempt to evict based on nonpayment on the grounds that the landlord is overcharging for rent. This would be weak tea, indeed,

\textsuperscript{150} Tuttle v. Front St. Affordable Hous. Partners, 478 F. Supp. 3d 1030, 1037 (D. Haw. 2020).
\textsuperscript{152} Pfeifer v. Countrywide Home Loans, Inc., 150 Cal. Rptr. 3d 673, 677 (Ct. App. 2012) (“Although we agree with those courts that refuse to permit any private right of action for failure to comply with the HUD regulations and the Pfeifers cannot seek damages based on their wrongful foreclosure action, we concur with those courts distinguishing an offensive action from a defensive action. Thus, we conclude that the servicing requirements are conditions precedent to the acceleration of the debt or to foreclosure. Consequently, the Pfeifers may seek to enjoin the lenders from proceeding with a nonjudicial foreclosure based on the lenders’ failure to perform a HUD servicing requirement.”).
however, for a tenant whose ability to secure housing is forever tarnished because they now have an eviction filing on their record.

Even where courts accept tenants’ ability to assert rights as third-party beneficiaries, this does not mean that tenants can securely or predictably enforce these rights. Each individual tenant’s standing is subject to changed circumstances—changes in eligibility due to changes in income and family size, for example. In one case, an appellate court found that a plaintiff had lost standing after a lawsuit had been brought but before a case had wound its way through the trial and appeals process. The court ruled that

[the] plaintiff lacked standing and her claims were moot by the time defendant moved to dismiss. After the change in plaintiff’s circumstances that was reflected in the stipulation, plaintiff’s right against wrongful eviction from the complex would not have been vindicated by the declarations and injunctions that she sought because, although the declarations and injunctions would have established that she had been wrongfully evicted, those remedies would not have had any practical effect on her rights, given that she was no longer eligible for the LIHTC program and did not want to move back into the complex.  

Similar considerations render class actions difficult to maintain. In addition, tenants might simply be unable to bear the costs—both time and money—of investigation, without the benefit of the sorts of reporting requirements that property owners might owe to funders and regulators. Commentators have noted that meaningful tenant enforcement of affordability restrictions will require equally meaningful notice requirements:

As third-party beneficiaries to the [affordability restriction], residents should also receive notice of [state housing finance agency] and owner actions that might be adverse to or impact their right to enforce the extended-use commitment. Notice should be provided for the following LIHTC events: foreclosure, an owner opt-out/qualified contract in year fourteen, a decision of an HFA to discontinue monitoring, . . . , HFA reports to the IRS of owner noncompliance, or an owner’s plan to convert the project to resident ownership at the expiration of the initial compliance period.

Even where property owners are subject to notice requirements, ensuring that they follow those notice requirements creates its own enforcement problem. Rental registries (which require landlords to submit information about their properties that is then made publicly available in a citywide

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154. Class-action doctrine does recognize some limited exceptions to the standard mootness rules that may be applicable in the landlord-tenant context. See, e.g., Comer v. Cisneros, 37 F.3d 775, 779 (2d Cir. 1994) (allowing class action of both current and former public housing residents to proceed over mootness objection in light of “the transitory nature of the public housing market”). Still, the slow pace and logistical complexities of class actions make them an unwieldy tool for consistent enforcement.
database) are one possible mechanism for information-sharing and disclosure, but they do not exist in most parts of the country.\footnote{156. Shane Phillips, We Need Rental Registries Now More Than Ever, SHELTERFORCE (Dec. 18, 2020), https://shelterforce.org/2020/12/18/we-need-a-rental-registry-now-more-than-ever.}

In short, systemic enforcement by tenants is difficult at best and impossible at worst. Ideally, both federal, state, and local regulators and tenants would have the concurrent ability to enforce tenant protections. These rights would coexist, and, in the case of governmental actors, enforcement would be funded and staffed. HUD and other agencies might consider funding enforcement by private actors, just as it does in the case of fair housing testing and enforcement through the Fair Housing Initiatives Program.\footnote{157. Fair Housing Initiatives Program (FHIP), U.S. Dep’t Hous. & Urb. Dev., https://www.hud.gov/program_offices/fair_housing_equal_opp/partners/FHIP.}

Mechanisms to protect and encourage tenant organizing might increase the likelihood of enforcement. As the previous part related, the last time tenant rights were on the radar of national policymakers in the 1960s, tenants won the right to organize in properties owned and managed by HUD and federal public housing authorities.\footnote{158. See supra note 90 and accompanying text.} That right to organize requires that management meet with tenants periodically to discuss management issues. A few years later, Washington, D.C. gave tenants or tenant organizations, whether or not living in subsidized properties, a right of first refusal to purchase the properties in which they reside.\footnote{159. See Rental Housing Conversion and Sale Act of 1980, § 408, 27 D.C. Reg. 2975 (Sept. 10, 1980) (codified at D.C. Code § 42-3404.08 (2023)).} Today, the Blueprint endorses the idea of expanding these rights throughout the private rental market, building on the work of local and state jurisdictions like San Francisco and New Haven.\footnote{160. See supra notes 92–99 and accompanying text.} These organizing protections could reduce the informational barriers to robust tenant enforcement, helping to facilitate notice requirements by allowing landlords and regulators to communicate more efficiently with tenant representatives and groups about their rights as third-party beneficiaries. Still, it is unclear whether tenant organizing protections inspired by the Blueprint will, in practice, help tenants better understand and pursue their contract negotiation or property rights. And whether those rights have a sizable impact on affordability and conditions will likely depend on the dynamics of local housing markets.

\textbf{IV. Conclusion}

For the first time in generations, a substantial number of federal policymakers are paying attention to tenants' rights. There is, however, very little opportunity, with a divided Congress, to enact statutes that might better protect tenants. It is unlikely that partial measures, intended to take advantage of the federal executive branch's authority, can address a substantial
power differential between landlords and tenants, one that results from landlord-friendly laws and a massive housing supply deficit. Ultimately, this conversation will likely continue at the state and local level, where openness to advancing tenant protections is often inversely correlated with willingness to permit additional supply, creating significant obstacles to meaningful additional protections for tenants in the near future.

Still, tenants’ rights organizers are certain to keep trying, and the Blue-print will undoubtedly factor into their future efforts. Whether it will do so primarily as a thesis statement, a practical guidebook, or a point of leverage for further federal action remains to be seen, but it at minimum represents an important milestone in the generational cycle of tenant advocacy. It is the clearest proof possible that the tenants’ rights movement has reached, and is continuing to reach, places it has never been.