

Congress of the United States
House of Representatives

SELECT SUBCOMMITTEE ON THE CORONAVIRUS CRISIS

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<https://coronavirus.house.gov>

July 19, 2021

Mr. Don Mullen
Chief Executive Officer
Pretium Partners LLC
810 7th Ave
New York, NY 10019

Mr. Chaz Mueller
Chief Executive Officer
Progress Residential
8825 N 23rd Avenue, Suite 100
Phoenix, AZ 85021

Mr. George Ellison
Chief Executive Officer
Front Yard Residential
4201 Congress Street, Suite 475
Charlotte, NC 28209

Dear Mr. Mullen, Mr. Mueller, and Mr. Ellison:

The Select Subcommittee on the Coronavirus Crisis is examining the impact of the coronavirus pandemic on the housing stability of American renters. Congress and the Biden Administration have taken aggressive action to prevent the pandemic from precipitating an eviction crisis, including by providing over \$46 billion in emergency rental assistance funds to state, local, and tribal governments and by extending the Centers for Disease Control and Prevention (CDC) moratorium on evictions for nonpayment of rent. Despite the availability of rental assistance funds and the moratorium on evictions for nonpayment, some large landlords have aggressively moved to evict tenants throughout the pandemic.¹

Reports and court records indicate certain large landlords, including Pretium Partners (through its companies Progress Residential and Front Yard Residential), Invitation Homes, Ventron Management, and The Siegel Group, have not fully complied with CDC moratorium requirements, have refused to accept rental assistance funds as an alternative to eviction, or have accepted federal funds but then moved to evict affected tenants in violation of program conditions. The Select Subcommittee seeks documents and information necessary to determine

¹ *Feds Target Evictions by Some of America's Biggest Landlords*, CBS News (May 14, 2021) (online at www.cbsnews.com/news/eviction-landlords-ftc-cfpb/).

whether Pretium Partners and its companies have fully complied with the CDC moratorium on evictions and whether they have worked cooperatively with tenants to access emergency rental assistance funds as an alternative to seeking eviction.

Shortly after the onset of the pandemic, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (the CARES Act), which, among other relief programs, imposed a moratorium on evictions for nonpayment of rent from many rental properties from March 27, 2020 to July 24, 2020.² In September 2020, after the CARES Act moratorium expired, the CDC imposed a nationwide moratorium on evictions for nonpayment of rent as a public health measure.³ Under the Biden Administration, the CDC has extended this moratorium through July 31, 2021.⁴ Many state and local governments also imposed eviction moratoria during the pandemic.⁵ Along with these moratoria on evictions, Congress has appropriated over \$46.5 billion in rental assistance available to pay the rental arrears and prospective rent of tenants impacted by the pandemic in order to prevent a housing crisis, including \$21.5 billion in rental assistance through the American Rescue Plan.⁶ These ample federal funds are distributed through programs administered by state, local, and tribal governments, most of which allow landlords to apply directly for rental assistance funds on a tenant's behalf.⁷

Despite the CDC's moratorium on evictions for nonpayment of rent and Congress's provision of rental assistance funds, some large corporate landlords that control thousands or even tens of thousands of units have still aggressively moved to evict large numbers of tenants during the course of the pandemic. News reports and court records indicate that some large landlords have refused to accept rental assistance funds as an alternative to eviction, while others have quickly moved to evict tenants after receiving assistance funds in potential violation of program conditions.⁸ Certain large landlords have also reportedly engaged in practices that

² Pub. L. No. 116-136 (2020).

³ Department of Health and Human Services, Centers for Disease Control and Prevention, *Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19*, 85 Fed. Reg. 55,292 (Sep. 4, 2020).

⁴ Centers for Disease Control and Prevention and Department of Health and Human Services, *Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19* (June 24, 2020) (online at www.cdc.gov/coronavirus/2019-ncov/more/pdf/CDC_Eviction_Extension_Order_Final_06242021.pdf).

⁵ Regional Housing Legal Services, *Eviction Moratorium Maps* (online at www.rhls.org/evictionmoratoriums/) (accessed on July 7, 2021).

⁶ Department of the Treasury, *Emergency Rental Assistance Program* (online at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>) (accessed on July 7, 2021).

⁷ See Department of the Treasury, *Emergency Rental Assistance Program: Find Rental Assistance* (online at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/program-index>) (accessed on July 12, 2021).

⁸ See, e.g., 'From Approved to Denied': Orange County Renter Fights Odds to Find Stable Housing, Spectrum News (June 4, 2021) (online at www.mynews13.com/fl/orlando/news/2021/06/05/landlords-refuse-rental-assistance); *Corporate Landlord Evicts Black Renters at Far Higher Rates than Whites, Report Finds*, NPR (June 3,

violate the CDC moratorium on eviction for nonpayment of rent, by evicting tenants that have signed CDC moratorium declarations, failing to make tenants aware of their rights under the CDC moratorium, or moving to evict tenants for pretextual reasons where nonpayment is the actual reason for the eviction.

The failure of some large landlord companies to comply with eviction moratoria or to cooperate with rental assistance programs is creating significant hardship for tenants affected by the coronavirus crisis and could contribute to a needless housing crisis as our nation recovers from the pandemic and its economic fallout. Some landlords have acted responsibly during the pandemic, complying fully with eviction moratoria and working cooperatively with tenants to obtain federal rental assistance funds, but those large landlord companies that have moved to evict people aggressively have had a substantial negative impact on struggling American families. Court records analyzed by the Private Equity Stakeholder Project (PESP) from select large counties across six states show that large corporate landlords have filed for over 80,000 evictions during the pandemic in those counties alone.⁹ In some places, including the Atlanta and Phoenix metropolitan areas, eviction filings by corporate landlords appear to constitute 80% of all eviction filings.¹⁰ These actions by certain large corporate landlords have resulted in hundreds of thousands of individuals and families being dislocated from their homes amidst a health and economic crisis.

Reports and court records raise particular concern about the practices of Pretium Partners' Progress Residential and Front Yard Residential during the course of the pandemic. Despite the provisions in the CARES Act, the CDC eviction moratorium, and the availability of tens of billions of dollars in rental assistance, Pretium Partners' companies have moved to evict thousands of tenants over the course of the pandemic—a figure that encompasses only evictions filed in select counties across six states.¹¹ Even more troubling, an analysis by PESP indicates

2021) (online at www.npr.org/2021/06/03/1001404416/corporate-landlord-evicts-black-renters-at-far-higher-rates-than-whites-report-f); *Their Landlord Got Millions in Rental Assistance. They Faced Eviction.*, Las Vegas Review-Journal (June 21, 2021) (online at www.reviewjournal.com/investigations/their-landlord-got-millions-in-rental-assistance-they-faced-eviction-2382800/); *Renters Upset Landlords Won't Accept Stimulus Rent Money*, KMBC News 9 (July 5, 2021) (online at www.kmbc.com/article/renters-upset-landlords-wont-accept-stimulus-rent-money/36933185#).

⁹ Private Equity Stakeholder Project, *Private Equity & Corporate Landlord Evictions Tracker* (online at <https://docs.google.com/spreadsheets/d/1lgntfTGWT4rbylrmtYDiEWJODbrHAofNMrKaqcHXG9E/edit#gid=2047151915>) (accessed on July 12, 2021).

¹⁰ *Feds Target Evictions by Some of America's Biggest Landlords*, CBS News (May 14, 2021) (online at www.cbsnews.com/news/eviction-landlords-ftc-cfpb/).

¹¹ Private Equity Stakeholder Project, *Private Equity & Corporate Landlord Evictions Tracker* (online at <https://docs.google.com/spreadsheets/d/1lgntfTGWT4rbylrmtYDiEWJODbrHAofNMrKaqcHXG9E/edit#gid=2047151915>) (accessed on July 12, 2021).

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that Pretium Partners' landlord companies appear to be filing for eviction at dramatically higher rates in majority-Black counties than in majority-white counties.¹²

Pretium Partners has responded to allegations that its companies have engaged in abusive practices during the pandemic by asserting that its managers "work with residents and seek to avoid eviction," but court records and public reports suggest that this is often not the case.¹³ There are strong indications that Pretium's companies have not fully complied with CDC moratorium requirements, have moved to evict tenants even when they have applied for rental assistance funds, and have sometimes refused to accept rental assistance funds secured by tenants as a way to remain in their homes. A sampling of court records reveals instances where Pretium's companies have moved to evict tenants who have applied for rental assistance and who were likely subject to CDC moratorium protections.¹⁴ Reports also suggest that Pretium's companies have rejected rental assistance offers obtained by struggling tenants.¹⁵

The Select Subcommittee is seeking to understand Pretium Partners and its companies eviction practices during the pandemic, including whether the company fully complied with federal eviction moratorium requirements and whether it worked cooperatively with impacted tenants to use federal rental assistance funds as an alternative to eviction.

For these reasons, please produce the following documents by August 3, 2021.

1. All internal policies, directives, guidance, and protocols related to (i) the federal eviction moratoria, including both the CARES Act moratorium and the CDC moratorium, (ii) pandemic-related rental assistance programs or rental assistance secured by tenants, and/or (iii) compliance with the terms or conditions of federal or state rental assistance programs. This request includes but is not limited to, for example, directives and guidance communicated to property managers and other staff or agents responsible for interacting with tenants or for handling evictions or other tenant removals.

¹² *Corporate Landlord Evicts Black Renters at Far Higher Rates than Whites, Report Finds*, NPR (June 3, 2021) (online at www.npr.org/2021/06/03/1001404416/corporate-landlord-evicts-black-renters-at-far-higher-rates-than-whites-report-f).

¹³ *Id.*

¹⁴ *See, e.g., Progress Residential Borrower 6 LLC v. Horvath*, Case No. 2021-CC-001922-O (Orange Cnty. Fla. Filed Feb. 4, 2021); *Progress Residential v. Aviles*, Case No. 2021-CC-001922-O (Orange Cnty. Fla. Filed Apr. 20, 2021).

¹⁵ *Corporate Landlord Evicts Black Renters at Far Higher Rates than Whites, Report Finds*, NPR (June 3, 2021) (online at www.npr.org/2021/06/03/1001404416/corporate-landlord-evicts-black-renters-at-far-higher-rates-than-whites-report-f).

2. All communications regarding (i) the federal eviction moratoria, including the CARES Act moratorium or the CDC moratorium, (ii) pandemic-related rental assistance programs or pandemic-related rental assistance secured by tenants, and/or (iii) compliance with the terms or conditions of rental assistance programs.
3. Records reflecting the number of tenants Pretium Partners' Progress Residential and Front Yard Residential (and any further subsidiaries) have moved to evict from March 15, 2020, through July 31, 2021, including the date any notice was served, the county of the tenant's residence, the name or address of the property occupied by the tenant, and the stated reason for eviction.
4. Records reflecting the number of tenants for whom Pretium Partners' Progress Residential and Front Yard Residential (and any further subsidiaries) have initiated any internal process to begin to take steps toward filing for eviction, including the county of the tenant's residence. This may include, but is not limited to, copies of any notice sent to tenants warning of the possibility of eviction, as well as all subsequent correspondence relevant to the eviction process.
5. Records reflecting each instance in which Pretium Partners' Progress Residential and Front Yard Residential (and any further subsidiaries) have (i) turned down an offer of rental assistance secured for an individual tenant, or (ii) declined to participate in or cooperate with a local or state rental assistance program.
6. Records reflecting each instance in which Pretium Partners' Progress Residential and Front Yard Residential (and any further subsidiaries) have threatened to evict or moved to evict a tenant within 120 days of receiving rental assistance funds intended to assist that tenant.

Please also provide the following information by August 3, 2021:

1. In total, how many tenants have Pretium Partners' Progress Residential and Front Yard Residential (and any further subsidiaries) (i) moved to evict, and (ii) commenced any internal process to take steps towards filing for eviction (including, but not limited to, processes that involve communicating warnings to tenants that they may face eviction) from March 15, 2020, through July 31, 2021?
2. How many CDC eviction moratorium declarations have Pretium Partners' Progress Residential and Front Yard Residential (and any further subsidiaries) received from tenants, and, for how many tenants has your company challenged

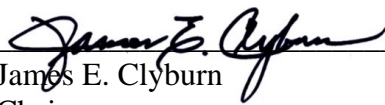
the validity or applicability of the tenant's CDC declaration asserting protection from eviction, either in court proceedings or through communications with the tenant or tenant's counsel?

3. In how many instances have Pretium Partners' Progress Residential and Front Yard Residential (or any further subsidiaries) (i) turned down an offer of rental assistance secured for an individual tenant or (ii) declined to participate in or cooperate with a local or state rental assistance program?
4. In how many instances have Pretium Partners' Progress Residential and Front Yard Residential (or any further subsidiaries) threatened to evict or moved to evict a tenant within 120 days of receiving rental assistance funds intended to assist that tenant?
5. What policies, practices, and controls has your company had in place to ensure full compliance with federal eviction moratoria?

These requests are consistent with the House of Representatives' authorization of the Select Subcommittee on the Coronavirus Crisis "to conduct a full and complete investigation" of "issues related to the coronavirus crisis," including "reports of waste, fraud, abuse, price gouging, profiteering, or other abusive practices related to the coronavirus crisis."¹⁶

Please respond to this letter by no later than July 27, 2021, to confirm your company's cooperation. An attachment to this letter provides additional instructions for responding to the Select Subcommittee's request. If you have any questions regarding this request, please contact Select Subcommittee staff at (202) 225-4400.

Sincerely,


James E. Clyburn
Chairman

Enclosure

cc: The Honorable Steve Scalise, Ranking Member

¹⁶ H.Res. 8, sec. 4(f), 117th Cong. (2021); H.Res. 935, 116th Cong. (2020).

Responding to Oversight Committee Document Requests

1. In complying with this request, produce all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. Produce all documents that you have a legal right to obtain, that you have a right to copy, or to which you have access, as well as documents that you have placed in the temporary possession, custody, or control of any third party.
2. Requested documents, and all documents reasonably related to the requested documents, should not be destroyed, altered, removed, transferred, or otherwise made inaccessible to the Committee.
3. In the event that any entity, organization, or individual denoted in this request is or has been known by any name other than that herein denoted, the request shall be read also to include that alternative identification.
4. The Committee's preference is to receive documents in electronic form (i.e., CD, memory stick, thumb drive, or secure file transfer) in lieu of paper productions.
5. Documents produced in electronic format should be organized, identified, and indexed electronically.
6. Electronic document productions should be prepared according to the following standards:
 - a. The production should consist of single page Tagged Image File ("TIF"), files accompanied by a Concordance-format load file, an Opticon reference file, and a file defining the fields and character lengths of the load file.
 - b. Document numbers in the load file should match document Bates numbers and TIF file names.
 - c. If the production is completed through a series of multiple partial productions, field names and file order in all load files should match.
 - d. All electronic documents produced to the Committee should include the following fields of metadata specific to each document, and no modifications should be made to the original metadata:

BEGDOC, ENDDOC, TEXT, BEGATTACH, ENDATTACH, PAGECOUNT, CUSTODIAN, RECORDTYPE, DATE, TIME, SENTDATE, SENTTIME, BEGINDATE, BEGINTIME, ENDDATE, ENDTIME, AUTHOR, FROM, CC, TO, BCC, SUBJECT, TITLE, FILENAME, FILEEXT, FILESIZE, DATECREATED, TIMECREATED, DATELASTMOD, TIMELASTMOD,

INTMSGID, INTMSGHEADER, NATIVELINK, INTFILPATH, EXCEPTION,
BEGATTACH.

7. Documents produced to the Committee should include an index describing the contents of the production. To the extent more than one CD, hard drive, memory stick, thumb drive, zip file, box, or folder is produced, each should contain an index describing its contents.
8. Documents produced in response to this request shall be produced together with copies of file labels, dividers, or identifying markers with which they were associated when the request was served.
9. When you produce documents, you should identify the paragraph(s) or request(s) in the Committee's letter to which the documents respond.
10. The fact that any other person or entity also possesses non-identical or identical copies of the same documents shall not be a basis to withhold any information.
11. The pendency of or potential for litigation shall not be a basis to withhold any information.
12. In accordance with 5 U.S.C. § 552(d), the Freedom of Information Act (FOIA) and any statutory exemptions to FOIA shall not be a basis for withholding any information.
13. Pursuant to 5 U.S.C. § 552a(b)(9), the Privacy Act shall not be a basis for withholding information.
14. If compliance with the request cannot be made in full by the specified return date, compliance shall be made to the extent possible by that date. An explanation of why full compliance is not possible shall be provided along with any partial production.
15. In the event that a document is withheld on the basis of privilege, provide a privilege log containing the following information concerning any such document: (a) every privilege asserted; (b) the type of document; (c) the general subject matter; (d) the date, author, addressee, and any other recipient(s); (e) the relationship of the author and addressee to each other; and (f) the basis for the privilege(s) asserted.
16. If any document responsive to this request was, but no longer is, in your possession, custody, or control, identify the document (by date, author, subject, and recipients), and explain the circumstances under which the document ceased to be in your possession, custody, or control.
17. If a date or other descriptive detail set forth in this request referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, produce all documents that would be responsive as if the date or other descriptive detail were correct.

18. This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data, or information not produced because it has not been located or discovered by the return date shall be produced immediately upon subsequent location or discovery.
19. All documents shall be Bates-stamped sequentially and produced sequentially.
20. Two sets of each production shall be delivered, one set to the Majority Staff and one set to the Minority Staff. When documents are produced to the Committee, production sets shall be delivered to the Majority Staff in Room 2157 of the Rayburn House Office Building and the Minority Staff in Room 2105 of the Rayburn House Office Building.
21. Upon completion of the production, submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control that reasonably could contain responsive documents; and (2) all documents located during the search that are responsive have been produced to the Committee.

Definitions

1. The term “document” means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, data, working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, communications, electronic mail (email), contracts, cables, notations of any type of conversation, telephone call, meeting or other inter-office or intra-office communication, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto), and graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings and motion pictures), and electronic, mechanical, and electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings) and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape, or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.
2. The term “communication” means each manner or means of disclosure or exchange of information, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether in a meeting, by telephone, facsimile, mail, releases, electronic

message including email (desktop or mobile device), text message, instant message, MMS or SMS message, message application, or otherwise.

3. The terms “and” and “or” shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this request any information that might otherwise be construed to be outside its scope. The singular includes plural number, and vice versa. The masculine includes the feminine and neutral genders.
4. The term “including” shall be construed broadly to mean “including, but not limited to.”
5. The term “Company” means the named legal entity as well as any units, firms, partnerships, associations, corporations, limited liability companies, trusts, subsidiaries, affiliates, divisions, departments, branches, joint ventures, proprietorships, syndicates, or other legal, business or government entities over which the named legal entity exercises control or in which the named entity has any ownership whatsoever.
6. The term “identify,” when used in a question about individuals, means to provide the following information: (a) the individual’s complete name and title; (b) the individual’s business or personal address and phone number; and (c) any and all known aliases.
7. The term “related to” or “referring or relating to,” with respect to any given subject, means anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is pertinent to that subject in any manner whatsoever.
8. The term “employee” means any past or present agent, borrowed employee, casual employee, consultant, contractor, de facto employee, detailee, fellow, independent contractor, intern, joint adventurer, loaned employee, officer, part-time employee, permanent employee, provisional employee, special government employee, subcontractor, or any other type of service provider.
9. The term “individual” means all natural persons and all persons or entities acting on their behalf.