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II. BACKGROUND

Plaintiff and Defendant executed a rental agreement on October 18, 2022, for Apartment 303 at Plaintiff’s apartment complex on Lot No. H-223-2 in Dandan, Saipan. *See* P.’s M. Part. SJ, 2 ¶ 1 (Dec. 27, 2024). The lease was to begin on December 1, 2022, and end on November 30, 2023. *See id.*, 3 ¶ 3. Defendant receives housing assistance through the Northern Marianas Housing Corporation (“NMHC”) Section 8 Housing Choice Voucher Program. *See id.*, 3 ¶ 3. To receive this assistance as rental payments, Plaintiff executed a Housing Assistance Payments Contract (“HAPC”) with NMHC on December 1, 2022. *See id.*, 4 ¶ 10. Part C of the HAPC, titled “Tenancy Addendum,” was incorporated into the rental agreement. *See id.*, 4-5 ¶¶ 16-17.

Furthermore,

Section 14 of the parties’ . . . rental agreement provided that if [Defendant] did not surrender the premises . . . after the natural expiration of the lease . . . , a new [at-will] tenancy from month to month would be created under the same terms of the Agreement but could be terminated by either landlord or tenant upon service of 15-day written notice.

See id., 3 ¶ 8. The parties’ rental agreement did not require good cause to terminate an at-will tenancy. The HAPC’s Tenancy Addendum provided that terminating at-will tenancy after the end of the initial lease required good cause, including a “business or economic reason . . . such as . . . renovation of the unit.” *See id.*, 5 ¶¶ 18 (quoting Ex. 4, HAP Contract).

Defendant remained in possession of the rental premises after the parties’ lease expired on November 30, 2023. *See id.*, 5 ¶ 25. This created a month-to-month tenancy at-will pursuant to the rental agreement and the HAPC. Sometime in early 2024, Defendant began to report trash, including broken shipping containers and abandoned vehicles, to the Saipan Mayor’s Office. The trash had accumulated behind Plaintiff’s apartment complex on land controlled by Plaintiff. *See* D.’s Opp., 2 ¶ 18 (Jan. 13, 2025).

Saipan Mayor’s staff arrived at Plaintiff’s apartment complex to address the trash soon after Defendant’s report. *See id.*, 6 ¶ 3. Unable to remove the shipping containers, the mayor’s staff

1 reported the area’s condition to the Saipan Zoning Office. *See id.*, 6 ¶ 7. The Zoning Office conducted
2 an inspection on April 9, 2024, and issued Plaintiff a “Notice of Violation” on April 26, 2024. *See*
3 *id.*, Ex. Y. The Zoning Office issued Plaintiff a one thousand (\$1,000) fine and required that Plaintiff
4 “correct the public nuisance.” *See id.*, 6 ¶ 13. “Around May 28, 2024, [Plaintiff] . . . remove[d] the
5 broken shipping containers.” *See id.*, 6 ¶ 15.

6 On June 3, 2024, Plaintiff served Defendant with a written Notice to Vacate, stating:
7 “[Plaintiff] is writing this formal letter to kindly request [Defendant] to please vacate the premises
8 within the next 30 days because we will be renovating the 3rd floor.” *See P.’s M. Part. SJ*, 6 ¶ 27
9 (Dec. 27, 2024). Defendant refused to vacate the premises. *See id.*, 6 ¶ 31. On August 2, 2024,
10 Defendant issued a Demand to Rescind Notice to Vacate Premises. *See id.*, 6 ¶ 32.

11 On August 10, 2024, Plaintiff filed its Complaint for Summary Removal Under the Holdover
12 Tenancy Act. On August 19, 2024, Defendant filed his Answer and Counterclaim. Defendant alleged
13 that Plaintiff had used third-floor renovations as a pretense to evict him in retaliation for his
14 complaints to the Mayor’s Office and Zoning Board. On August 26, 2024, Plaintiff filed its Answer
15 to Counterclaim.

16 The parties continued a Bench Trial originally scheduled for November 12, 2024, to January
17 27, 2025, at 1:00 p.m. On December 27, 2024, Plaintiff filed the instant Motion for Partial
18 Summary Judgment. The Motion requested Summary Judgment on Plaintiff’s eviction action and
19 Summary Judgment on Defendant’s counterclaim for retaliatory eviction. Defendant filed an
20 Opposition to this Motion on January 13, 2025. Defendant argued that the Court should recognize
21 both a defense and a cause of action for retaliatory eviction. Under retaliatory eviction, Plaintiff’s
22 motive for evicting Defendant would be an issue of material fact. Plaintiff filed a Reply on January
23 15, 2025. Plaintiff retorted that retaliatory eviction is not an applicable defense or cause of action in
24 the CNMI. The parties appeared before the Court to present their arguments on January 21, 2025, at
25 9:00 a.m.

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III. LEGAL STANDARD

At issue in this case is whether the Court should recognize a retaliatory eviction (“RE”) defense and/or cause of action in the CNMI. If RE is not a valid defense or cause of action in the CNMI, there is no issue of material fact on Plaintiff’s summary eviction action and Defendant’s RE counterclaim. If the Court recognizes RE, Plaintiff’s intent in evicting Defendant is an issue of material fact.

“The Court must grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” *See* NMI R. CIV. P. 56(a). The Commonwealth Legislature has not codified RE as a defense or cause of action in the CNMI. “In all proceedings, the rules of the common law, as expressed in the restatements of the law . . . shall be the rules of decision in the courts of the Commonwealth, in the absence of written law or local customary law to the contrary.” *See* 7 CMC § 3401.

Retaliatory action by a landlord “shall be the basis for a *defense* by the tenant in any eviction proceeding . . .” (emphasis added) *See* RESTATEMENT (SECOND) OF PROP. (LANDLORD AND TENANT) § 14.9 (1977). Retaliatory action means eviction is motivated by the tenant's good faith complaint regarding a violation of a “protective housing statute.” *See id.*, § 14.8. “A protective housing statute is one which is designed to improve residential housing so as to provide *safe* and *healthy* living conditions.” (emphasis added) *See id.*, § 14.8 cmt. e.

The Nuisance Abatement and Blighted Property Maintenance Act (“NABPMA”) of 2018 applies to “every building . . . and [its] premises . . . used or intended to be used . . . for . . . commercial, business, . . . or residential” purposes. *See* 10 CMC § 30502(a). The framers of this Saipan law found that “the biggest risk that blighted properties . . . present is to the *safety* of the community.” (emphasis added) *See* A Local Bill For An Act For The Third Senatorial District, SLL 20-25, 20th N. Mar. Comm. Leg. § 1 (2018). The NABPMA is “for the *protection* of our . . . communities . . . [and] residences.” (emphasis added) *See id.* The NABPMA prohibits the

1 accumulation of garbage, debris, and “junk or abandoned vehicles” on any lot within fifty (50) feet
2 of a building “occupied by people within the island of Saipan.” *See* 10 CMC § 30506. This provision
3 of the NABPMA aims to protect “the public *health, safety* or welfare.” (emphasis added) *See id.*

4 5 **IV. DISCUSSION**

6 The Court is compelled to apply “common law, as expressed in the restatements” in the absence
7 of relevant CNMI law. *See* 7 CMC § 3401. There is no CNMI RE statute. The issue has not been
8 addressed by courts with binding authority. Therefore, the Court will apply the RE standards
9 expressed in the Restatement (Second) of Property (Landlord and Tenant).

10 “A protective housing statute is one which is designed to improve residential housing so as to
11 provide *safe and healthy* living conditions.” (emphasis added) *See* RESTATEMENT (SECOND) OF PROP.
12 (LANDLORD AND TENANT) § 14.8 cmt. e (1977). The Legislature designed the NABPMA for the
13 “protection” and “safety” of the community. *See* SLL 20-25 § 1. It applies to “every building . . . and
14 [its] premises . . . used or intended to be used . . . for . . . commercial . . . or residential” purposes. *See*
15 10 CMC § 30502(a). The NABPMA, therefore, applies to all Saipan-based residential apartment
16 complexes renting to tenants. The NABPMA prohibits the accumulation of garbage, debris, and “junk
17 or abandoned vehicles” to protect “the public health [and] safety.” *See id.*

18 Here, the NABPMA is designed to improve “commercial . . . or residential” buildings and
19 premises to provide “protection,” “health,” and “safety.” *See* 10 CMC § 30502(a); *see also* SLL
20 20-25 § 1. The NABPMA is a protective housing statute. *See* RESTATEMENT (SECOND) OF PROP.
21 (LANDLORD AND TENANT) § 14.8 cmt. e (1977). Therefore, a genuine issue of material fact exists,
22 as Defendant may raise the defense of RE. *See id.*, § 14.9.

23 This is not, however, to say that the Court *finds* retaliatory action in this matter. Defendant
24 simply creates an issue of material fact by asserting a defense made applicable by the NABPMA and
25

1 the Restatement of Property. At the Bench Trial, the parties may present evidence and legal arguments
2 to persuade the Court whether or not Plaintiff's intent was retaliatory.

3 Public policy favors disposition of cases on their merits. *See Milne v. Po Tin*, 2001 MP 16 ¶
4 22. Granting Plaintiff's Motion would prevent the issue of Plaintiff's intent from being decided
5 through evidence and legal argument. Plaintiff's intent is crucial to both parties' factual understanding
6 of the instant matter. Granting Plaintiff's Motion and issuing a writ of removal without first deciding
7 a key factual issue on its merits would subvert the public policy described by the NMI Supreme Court
8 in *Milne*.

9 Public policy further compels the Court to recognize a defense of RE. Tenants should not be
10 afraid to report housing violations to proper authorities. The Zoning Board and NMHC cannot see
11 inside renters' units. These organizations rely on reports from tenants to enforce housing laws such
12 as the Building Safety Code. *See* 2 CMC § 7101, *et seq.* At-will tenants will not seek aid from proper
13 authorities if landlords have free reign to evict them for doing so. Public policy favors extending a
14 defense of RE to at-will tenants, so they do not fear adverse consequences for reporting housing
15 violations.
16

17 This logic compelled the Washington D.C. Circuit Court of Appeals in the landmark case
18 *Edwards v. Habib*. *See generally Edwards v. Habib*, 397 F.2d 687 (D.C. Cir. 1968). The *Edwards*
19 court reviewed default judgment in favor of a landlord who had issued an at-will tenant a thirty (30)
20 day Notice to Vacate. This Notice came after the at-will tenant "complained to the Department of
21 Licenses and Inspections of sanitary code violations which her landlord had failed to remedy." *See*
22 *id.*, at 688. Statutory codification of RE did not exist, and the American Legal Institute would not pen
23 the Restatement (Second) of Property for almost another decade.
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1 Still, the *Edwards* court reasoned that,

2 The housing and sanitary codes, especially in light of Congress' explicit direction for
3 their enactment, indicate a strong and pervasive congressional concern to secure . . .
4 decent, or at least safe and sanitary, places to live.

5 Effective implementation and enforcement of the codes obviously depend in part on
6 private initiative in the reporting of violations.

7 *See id.*, at 700. The Commonwealth Legislature codified building safety and sanitary codes. *See* 2
8 CMC § 7101, *et seq*; *see also* 3 CMC § 2121, *et seq*. As the *Edwards* court stated, "enforcement of
9 the codes . . . depend[s] in part on private initiative in the reporting of violations." *See Edwards*, 397
10 F.2d at 700. Allowing landlords to summarily evict at-will tenants because they report housing
11 violations will frustrate this initiative, and therefore the intent of the Legislature.

12 The *Edwards* court held that while "the landlord may evict for any legal reason or for no
13 reason at all, he is not . . . free to evict in retaliation for his tenant's report of housing code violations
14 to the authorities. As a matter of statutory construction and for reasons of public policy such an
15 eviction cannot be permitted." *See id.*, at 699.

16 *Edwards* is similar to the instant matter in that it could not rely on a statutory codification of
17 RE. The D.C. Circuit Court of Appeals did not, however, have a Second Restatement of Property to
18 guide its decision. Here, the Court is compelled to apply the Restatement of Property. *See* 7 CMC §
19 3401. The Restatement allows for a defense of RE for tenants who report violations of a protective
20 housing statute. *See* RESTATEMENT (SECOND) OF PROP. (LANDLORD AND TENANT) § 14.9 (1977). The
21 NABPMA is a protective housing statute. *See id.*, § 14.8 cmt. e; *see also* 10 CMC § 30502(a); *see*
22 *also* SLL 20-25 § 1.

23 Therefore, the Court now recognizes a defense of RE for at-will tenants facing summary
24 eviction proceedings. Plaintiff's Motion for Summary Judgment on its summary eviction action is
25 hereby **DENIED**. However, a plain reading of the Property Restatement compels the Court to

1 recognize only a *defense* for RE at this time. See RESTATEMENT (SECOND) OF PROP. (LANDLORD AND
2 TENANT) § 14.9 (1977) (“Retaliatory action . . . shall be the basis for a defense . . .”).

3 Defendant cited the West Virginia case *Murphy v. Smallridge* in support of an affirmative
4 cause of action for RE. See, e.g., *Murphy v. Smallridge*, 468 S.E.2d 167, 172 (W.Va. 1996).
5 However, the Court in *Murphy* applied a West Virginia statute, and a line of state case law,
6 recognizing, codifying, and limiting RE. See *id.*, at 169. Contrary to *Murphy*, this is an issue of first
7 impression in the CNMI. The Court does not have statutory guidance outside its obligation to apply
8 the Restatement. See 7 CMC § 3401. The Restatement describes a defense, but not a cause of action,
9 for RE. See RESTATEMENT (SECOND) OF PROP. (LANDLORD AND TENANT) § 14.9 (1977). Therefore,
10 the Court does not recognize a cause of action for RE at this time. The second prong of Plaintiff’s
11 Motion, requesting summary judgment on Defendant’s counterclaim for RE, is hereby **GRANTED**.
12

13
14 **V. CONCLUSION**

15 Based on the foregoing, Plaintiff’s Motion for Summary Judgment on its summary eviction
16 action is hereby **DENIED**. The Court recognizes a defense of retaliatory eviction for at-will tenants
17 facing summary eviction proceedings. Therefore, a genuine issue of material fact exists on this
18 issue. Plaintiff’s Motion for Summary Judgment on Defendant’s counterclaim of retaliatory
19 eviction is hereby **GRANTED**. The Court does not recognize an affirmative cause of action for
20 retaliatory eviction.
21

22 **SO ORDERED** on this 23rd day of January in the year 2025.

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TERESA K. KIM-TENORIO
Associate Judge