



# HDLI MESSENGER

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**HDLI GOLD SPONSORS: Reno & Cavanaugh, PLLC; Douglas & Boykin, PLLC;  
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## WHAT'S HAPPENING AT HDLI?

**JOIN US!** HDLI is convening its second annual **GENERAL COUNSEL'S FORUM** on **Friday, January 19, 2007** in **Tampa, FL**. This intimate forum focuses on the unique issues currently facing in-house and outside general counsel. **Waterfront cocktail reception and luncheon included.**  
**Register now!**

**2007 SPRING CONFERENCE:** HDLI's **2007 Spring Legal CLE Conference** will take place **April 26-27, 2007** at the **Washington D.C. Marriott hotel!**  
**An early registration form is attached.**

## *The following resulted from a recent member inquiry:*

**Q:** Can a PHA generally restrict a tenant's possession of *all weapons* on/in PHA property?

**A:** No. In *Richmond Tenants Organization, Inc. v. Richmond Redevelopment*, 751 F. Supp. 1204 (E.D.V.A.1990), *aff'd*, 1991 U.S. App. LEXIS 27694 (4th Cir. Va. Nov. 8, 1991), a federal court in Richmond, VA found that elimination of guns and firearms from public housing is rationally calculated to reduce the crime and violence which plague public housing. The court upheld the prohibition of firearms in the lease; however, at issue in the case was the scope of the anti-weapons provision which prohibited "weapons of any type." The court found that the prohibition of guns, firearms (operable or inoperable), nunchucks, or similar instruments, blackjacks and explosive devices was reasonable. However, the court found that the lease provision which prohibited "possession

of any weapon of any type" was overly broad. The court noted that the provision might be applied to prohibit possession of ceremonial swords, antique tomahawks, and the like, and that these "weapons" do not pose any threat to the housing community. The court found that there was no evidence that the PHA must eliminate all weapons in order to effectively eliminate firearms.

Accordingly, the court severed the overly broad prohibition of "weapon of any type" and rewrote the provision to read: "To refrain from the use and/or possession on Management's property of guns, firearms (operable or inoperable), nunchucks, or similar instruments, blackjacks and explosive devices." The Fourth Circuit affirmed the decision.

Keep in mind that residents have no individual right under the Second Amendment to bear arms separate and apart from service in the Militia. See, e.g., *Parker v. District of Columbia*, 311 F. Supp. 2d 103 (D.D.C. 2004).