

THE RESIDENTIAL LEASE IN THE CIVIL LAW**Vernon V. Palmer***

INTRODUCTION	4
PART ONE: THE LOUISIANA HOUSING CONTEXT	8
Demographic Considerations	8
Age and Condition	9
The Level of Rents	10
Vacancy and Occupancy	11
Race, Poverty and Discrimination	13
Housing Codes	14
Housing Summary	18
PART TWO: JUDICIAL INTERPRETATION: THE ALTERATION OF THE ORIGINAL CODE BALANCE	20
A. THE NARROWING OF THE DELIVERY OBLIGATION	24
B. THE NARROWING OF THE MAINTENANCE OBLIGATION	28
1. The Lessor's Default is no Defense to his Action for the Rent	29
2. The Lessor's Obligation is Unenforceable by Specific Performance	30
3. The Lessor's Obligation is Not Effectively Enforceable by Repair and Deduct	32

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CONCLUSION TO PART TWO	33
PART THREE: STRUCTURING A NEW CODE BALANCE THROUGH CODE REVISION — THREE ESSENTIALS	34
1. The Need to Create Imperative Provisions	34
2. The Need to Strengthen and Create Affirmative Remedies and Defenses	35
3. The Need For a Special Regime	38
CONCLUSION	38

INTRODUCTION

Civilians for many years have entertained the notion that the Common Law, at least in the field of landlord and tenant, was anachronistic compared to the more enlightened approach of the civil codes. The Civil Law lease was thought to be not merely different in nature, but different by virtue of a pro-tenant orientation. In 1887 Justice Gray of the United States Supreme Court pointed out some of the notable differences between the two systems:

In considering this case, it is important to keep in mind that the view of the common law of England and of most of the United States, as to the nature of a lease for years, is not that which is taken by the civil law of Rome, Spain, and France, upon which the Civil Code of Louisiana is based.

... As to the nature and effect of a lease for years, at a certain rent which the lessee agrees to pay, and containing no express covenant on the part of the lessor, the two systems differ materially. The common law regards such a lease as the grant of an estate for years, which the lessee takes a title in, and is bound to pay the stipulated rent for, notwithstanding any injury by flood, fire, or external violence, at least unless the injury is such a destruction of the land as to amount to an eviction; and by that law the lessor is under no

implied covenant to repair, or even that the premises shall be fit for the purpose for which they are leased.

The civil law, on the other hand, regards a lease for years as a mere transfer of the use and enjoyment of the property; and holds the landlord bound, without any express covenant, to keep it in repair and otherwise fit for use and enjoyment for the purpose for which it is leased, even when the need of repair or the unfitness is caused by an inevitable accident; and if he does not do so, the tenant may have the lease annulled, or the rent abated.¹

In other words, unlike at Common law, where lease traditionally has been regarded as the conveyance of an interest in land (an "estate for years") to which covenants only incidentally attach, the Civil Law lease is, first and foremost, a type of contract and not a property interest. To use Civilian parlance, the Civil Law lease is a contract firmly tied to the principles of conventional obligations. As defined in article 2669 of the Louisiana Civil Code, a lease is "a synallagmatic contract, to which consent alone is sufficient, and by which one party gives to the other the enjoyment of a thing, or his labor, at a fixed price." Most of the fundamentally distinctive features of the Civil Law lease — the lessor's and lessee's mutual obligations, the lessor's liability for accidental destruction and routine repair, the precariousness of the lessee's possession — are differences which can be referenced back to this starting point.²

In the 1960s and 1970s, the so-called "revolution" in landlord-tenant law in other states gathered strength through court decisions, statutes and proliferating codes.³ It was a source of pride to Civilians that some of the revolutionary planks, like the warranty of habitability

¹ *Viterbo v. Friedlander*, 120 U.S. 707, 712-13 (1887).

² PALMER, LEASES, THE LAW IN LOUISIANA, § 1-2 (1982).

³ Professor Glendon has traced this development in a report for the Institute of Comparative Law, University of Florence, entitled *Towards a Right to Housing in the Legal System of the United States*, 10-46 (1982). She notes that since the 1960s, nineteen jurisdictions have enacted comprehensive landlord-tenant codes (nearly all being variants upon the Uniform Residential Landlord and Tenant Act or its predecessor, the Model Landlord Tenant Act); nineteen other jurisdiction have enacted statutory implied warranties or remedies for housing code violations. For detailed statutory references for all states, see Second Restatement of Property — Landlord and Tenant (1976), Chapter 5, Statutory Note.

Perhaps it is not even too extravagant to maintain that the most revolutionary theme of all — the contract approach — was consciously inspired by the Civil Law. Judge Skelly Wright, author of the seminal *Javins*⁵ and *Habib*⁶ decisions, was trained as a Louisiana civilian.⁷ While a federal district judge for the Eastern District of Louisiana, he had decided lease cases under the contract principles of the Louisiana Civil Code.⁸ Later, he was elevated to the District of Columbia Circuit Court of Appeals where, in the pathbreaking *Javins* decision, he held that the tenant's obligation to pay rent is not a covenant independent of the landlord's obligation to warrant the habitability of the leased apartment; hence, breach of that warranty could be used as a defense against eviction for non-payment of rent. Judge Wright thus placed the obligations of landlords and tenants upon a footing of contractual dependency. Reflecting his civilian orientation, he noted, "[t]he civil law has always viewed the lease as a contract, and in our judgment that perspective has proved superior to that of the common law."⁹

Unfortunately, Louisiana cannot afford the luxury of complacency or self-eulogy today for, although its Civil Code may in certain respects have superior features worth exporting to our common-law brethren, it is in too many important respects sadly out of touch with present reality and the demands of simple justice. This is particularly true in relation to the residential lease. While many other American states recently have made radical changes in the field of landlord and tenant, and while other civilian jurisdictions (including France) have enacted special statutes that largely supersede their original codes, Louisiana basically still has re-

acted in 1825, appears to be the earliest example of this remedy either at common law or civil law. The source of the provision was apparently inspired by passages in POTHIER, DE LOUAGE, Part II, Sec. III, No. 108. It has since been widely emulated in 20th century civil codes and legislation. At least 14 jurisdictions in the United States, including New York, California and Illinois, provide for this remedy by statute. Restatement of Property 2d, § 11.2 (1977).

⁵ *Javins v. First Nat'l Realty Corp.*, 428 F.2d 1071 (D.C. Cir. 1970), *cert. den.*, 400 U.S. 925.

⁶ *Edwards v. Habib*, 397 F.2d 687 (D.C. Cir. 1968), *cert den.*, 393 U.S. 1016 (tenant may not be evicted for reporting housing code violations).

⁷ Judge Wright received his LL.B. from Loyola University Law School in New Orleans.

⁸ See *Illinois Central R.R. Co. v. Gulf, Mobile & Ohio R.R. Co.*, 191 F. Supp. 275 (E.D. La. 1961); *Cutrer v. Humble Oil & Refining Co.*, 202 F. Supp. 568 (E.D. La. 1962) *U.S. v. Leiter Minerals, Inc.*, 204 F. Supp. 560 (E.D. La. 1962), *rev'd*, 329 F.2d 85 (5th Cir. 1964), *vacated as moot*, 381 U.S. 413 (1965).

⁹ 428 F.2d at 1075 n.13. Judge Wright cited the French commentator Planiol and LA. CIVIL CODE art. 2669 for this proposition.

tained, with only minor legislative additions and amendments, the same residential lease law which was enacted in 1825. Isolated attempts at legislative reform — e.g. a retaliatory eviction measure here and a rent control proposal there — have failed for lack of political support.¹⁰ Meanwhile in the courts the judges have not successfully adapted this 19th century law to the needs of modern times. Indeed, quite to the contrary, some of the pro-tenant orientation of our code has been dissipated by judicial doctrines having no basis in the code.¹¹ There is underway, however, a large-scale effort presently under the direction of the Louisiana State Law Institute to revise and recodify the entire Civil Code. As part of this overall effort, one committee has been working on a revised draft of the law of lease that will include, inter alia, new provisions dealing with agricultural, commercial and residential leases. Yet two questions must be addressed — *why* should there be a revision of the lease provisions, and *what* should be revised? Considerable thought should be given to both questions since the perceived reasons for change will determine what (and how *much*) should be changed. This short paper is an attempt to explore and analyze these issues in relation to a single, but important specie of lease — the residential lease.¹²

¹⁰ A retaliatory eviction bill has been considered and rejected by the legislature on three separate occasions (1976, 1979, 1982). Rent control for New Orleans was to be voted upon in 1976 in a city-wide referendum to amend the City Charter. The City Council, however, refused to put the proposal on the ballot, calling it "unconstitutional." See J. Bobo, *A Place to Live: Housing in N.O.*, 50-56 (University of New Orleans Urban Studies Institute 1978).

¹¹ See the discussion and analysis in Part II, below.

¹² The "residential lease" is not a term used or defined in the Civil Code or the jurisprudence, but it may be identified by four distinguishing traits. Firstly, the cause or object of the lease relates to a necessity of life — a human habitat. In this respect it contrasts with the purposes of the commercial lease (the operation of an enterprise), the agricultural lease (the cultivation of crops) or the financed lease (the acquisition of the ownership of a movable). Secondly, as a matter of form and appearance, the agreement is typically oral, unrecorded, and brief. The most prevalent residential lease is an oral month-to-month agreement in which the only stated or discussed terms concern the rent, the utilities, and their manner of payment. If the residential lease is reduced to writing, the parties will often use a single-page realtor's form entitled "Month to Month Agreement to Rent." On such a form the blanks to be filled mostly concern the rent (amount, time and place of payment) the utilities (indicating which party responsible) and the parties' signatures. Generally there is a short paragraph stating that the lessee assumes responsibility for the condition of the premises and for the defects or vices therein. (See the revised 1979 Standard Form of the Real Estate Board of New Orleans.) Thirdly, the content of the agreement is essentially supplied by law. Aside from the questions of rent and utilities, the Civil Code itself embodies the lease between the parties. Thus code revision will affect the residential lease more directly than leases which are typically drafted by the parties. Detailed and lengthy commercial leases, for example, displace and contradict the suppletive rules of the code. Such leases are the

The discussion will be divided into three parts. First, it is necessary to study certain basic statistics about housing in Louisiana, because the factual picture is not the typical one found in the United States or in other countries. Thus, Part I of this paper deals with a factual analysis of the housing picture. Second, because of the extensive jurisprudence in this field it is necessary not only to examine the system of residential lease ordained by our Civil Code, but also to compare that Code to a far different system which the judiciary has constructed apart from the Code. Thus, Part II will discuss the differences between the original "balance" of rights and duties intended by the Code authors and the new balance created and implemented by the courts over the last 150 years. The factual discussion in Part I and the legal discussion in Part II will attempt to make clear why basic reform of residential lease law is long overdue and what direction that reform should take. In Part III of the paper, I will advance three general proposals for modernizing and restructuring the Civil Code in relation to this subject.

PART I.

THE LOUISIANA HOUSING CONTEXT

"One basic proposition is that virtually all renters in the lower and middle income range *vis à vis* landlords hold an unequal bargaining position."

— Prof. James Bobo¹³

Demographic Considerations. The 1980 census places the population of the state of Louisiana at 4.2 million, of which 69% percent is white and nearly 31% is black. The population has grown by 15% since 1970. As of 1980, the total number of housing units was about 1.5 million, a 35% increase since 1970. Mobile homes now account for more than 100,000 of these housing units. About 3/4 of the total housing stock is owner-occupied, and the remaining quarter — 486,649 units — consists of rented dwellings regulated by the law of

work of draftsmen who use the code somewhat like a dictionary rather than a rulebook. Commercial parties seek to create their own detailed rulebook. Fourthly, the residential lease, particularly in the economic context of low-

¹³ J. Bobo, *supra* note 10, at 49.

lease. About 50% of these rental units are concentrated in the central cities of seven major metropolitan areas: Alexandria, pop. 151,985; Baton Rouge, pop. 494,151, Lafayette, pop. 150,017; Lake Charles, pop. 167,223; Monroe, pop. 139,241; New Orleans, pop. 1,187,073; and Shreveport, pop. 376,710.¹⁴ In certain Louisiana cities, however, homeownership may not be the dominant housing pattern. Historically New Orleans has always had a higher percentage of renters than homeowners.¹⁵ According to 1982 figures, New Orleans renters outnumber homeowners by a ratio of three to two.¹⁶

Age and Condition. Historically, the age and condition of the Louisiana housing stock has always compared unfavorably to that of the rest of the nation. A 1960 study by the Louisiana Office of State Planning classified 31% of the state's overall housing stock as "dilapidated" (compared to 18% nationwide). The 1960 study also noted that the majority of dwellings in the urban areas of the state were more than 30 years old and had deteriorated progressively between 1940 and 1960: the percentage of dilapidated homes had risen from 12.9% in 1940, to 15.6% in 1950, to 23.9% in 1960.¹⁷ The cities of Louisiana also ranked unfavorably with those in the other states. A Regional Planning Commission study based on the 1960 census concluded that about 28% of urban housing in the United States was constructed in 1939 or earlier, whereas in New Orleans, 55.3% of the houses were built in 1939 or earlier. An even higher percentage of the city's rental units (67.6%) were of this age. A low demolition rate (2.1% in New Orleans, compared to 8.4% nationally) also indicated an excessive utilization of existing housing and an abnormally high degree of substandard housing.¹⁸ It was found that nearly one-third of the city's structures had

¹⁴ U.S. Department of Commerce, Bureau of the Census, *General Housing Characteristics of Louisiana 20-7 — 20-29 (1980)* (hereinafter cited as 1980 General Housing Characteristics). About 60% of all rental units are single detached units, and the rest are either multiple units or mobile homes.

¹⁵ In 1920 nearly four out of five housing units in New Orleans were renter occupied. In that same year in Shreveport, 65% of the housing units were renter occupied. See, Thayer and Neville, *An Analysis of Housing Trends and Factors in Louisiana with Special Emphasis on the New Orleans Metropolitan Area: 1920-1982*, p. 6 (UNO 1982).

¹⁶ Thayer and Neville, *supra* and housing tables in appendix.

¹⁷ Louisiana Office of State Planning, *Initial Housing Element, State of Louisiana 28-29 (1960)*. According to 1986 statistics compiled by the U.S. Department of Housing and Urban Development, more than 49% of all rental housing units in Orleans Parish are inadequate.

¹⁸ Regional Planning Commission, *Regional Housing Study 74 (1969)*.

major structural deficiencies which could not be corrected by ordinary home-improvements.¹⁹ The overcrowding factor — i.e., an excessive number of persons to the room — and the percentage of houses lacking plumbing facilities are both far higher than in the United States generally.²⁰ In an important comparative study in 1973, the Council on Municipal Performance applied five criteria (cost, plumbing, overcrowding, racial integration, and affordability in black/white rentals) as a means of ranking the top urban centers of the United States in housing. Of 30 cities studied, New Orleans was ranked 29th overall: 22nd as to cost, 16th in terms of plumbing, 29th as to overcrowding, 19th as to racial integration, and 23rd in affordability.²¹

The Level of Rents. One indicator of the substandard quality of rental units in Louisiana is the low rent charged tenants even under the best economic conditions. The median monthly rent for Louisiana as compiled from 1980 data was \$156; about 1/5 of the tenants (82,738) paid a mere \$50-99 in rent per month; another one-fifth of all tenants paid less than \$50 per month. Almost 2/3 of all leases (63.5%) fell below \$200 per month.^{21a} In differing localities, of course, there are marked divergences in the rental market. For instance, median rents were far higher in the (once-thriving) cities of the oil patch e.g.,

¹⁹ Yet the study estimated (in 1969) that for \$500 or less, 40% of these could be adequately rehabilitated; for \$1000, 65% could be rehabilitated. *Id.* at 75.

²⁰ In New Orleans, for instance, the 1980 census shows that nearly 3,500 rental units either had no plumbing at all, or only partial plumbing, or the plumbing was shared with another household. 1980 General Housing Characteristics; *supra*, note 13, at 20-42.

²¹ See tables found in J. Bobo, *supra* note 10, at 162-175 (citing Council on Municipal Performance, City Housing - Municipal Performance Report 1:2 (1973)).

^{21a} The 1980 Census provides the following chart on rents in Louisiana:

Contract Rent in the State: 1980

(Number of specified renter-occupied housing units)

Less than \$50	40,520	
\$50 to \$99	82,738	
\$100 to \$149	72,309	
\$150 to \$199	72,302	Median Rent \$156
\$200 to \$249	61,628	
\$250 to \$299	47,798	
\$300 to \$349	23,023	
\$350 to \$399	11,549	
\$400 to \$449	6,559	
\$500 or more	2,705	

Lafayette (\$218 per mo.), Houma (\$198 per mo.), and Baton Rouge (\$205 per mo.) than rents in other cities (Monroe (\$131 per mo.), Shreveport (\$159 per mo.) or New Orleans (\$177 per mo.). Within a single city, the median will often mask great fluctuations: the New Orleans median rent (\$177), for instance, is held down by the appalling number of slum properties. According to a 1981 metropolitan survey, the average rents in apartment complexes with 10 or more units were \$269 in Orleans and \$291 in Jefferson. These rents may be taken as more accurate reflections of the levels at which safe and decent housing could be procured. Finally, it must be noted that rents in cities are generally higher than those in rural areas of the state.²² Nonetheless, even with these points in mind we are left with two strong impressions: first, the extremely low rents statewide serve to reinforce the reality of widespread substandard housing throughout Louisiana; secondly, these rents also show that the standard residential lease in Louisiana (i.e. that prevailing in the vast majority of cases) does not involve middle to upper-income tenants. Only 21.5% of all leases involved rentals over \$250 per month, whereas 63.5% of all leases are entered into by low-income lessees at rents under \$200 per month. This measure of rents, which prevails in nearly 2/3 of all leases, indicates that low-income leasing must be regarded as a predominant feature in the Louisiana context.

Vacancy and Occupancy. Vacancy rates are generally lower in the cities (7.5%) than in the rural sections of the state (10.7%).²³ There are, it appears, wide variations in the state's 7.5% urban vacancy rate. An occupancy and rent analysis in 1981 by the University of New Orleans surveyed 275 apartment complexes with 10 or more units in the metropolitan New Orleans region. The study found that the overall regional occupancy rate was 97.5% (vacancy rate 2.5%) and that in certain areas of Orleans, Jefferson and St. Tammany parishes, there was 100% occupancy (vacancy rate 0%).

An occupancy rate of 97.5% (i.e. a vacancy rate of 2.5%) has an important effect upon the market. For example, when vacancy rates fall below 8.0%, this means that on average apartments are rented more than 11 months of the year.²⁴ When vacancy rates fall as low as 2.5% (the 1981 regional level in the New Orleans area), apartments are on average

²² 1980 General Housing Characteristics, *supra* note 13, at 20-7, 20-9.

²³ *Id.* at 20-29.

²⁴ J. Bobo, *supra* note 10, at 173.

rented about 11 2/3 months per year, and there is little pressure or incentive on landlords to compete for new tenants by offering lower rents, better services, or repairs.²⁵

Since 1981 the Louisiana economy has suffered a severe recession in the face of international oil policies. As a consequence the occupancy rate for the metropolitan New Orleans rental market has been progressively falling: 1982 (95.7%), 1983 (94.6%), 1984 (87.8%), 1985 (86.7%). The estimated 1986 rate for the five-parish metropolitan area was 81.1%.²⁶ This has led to lower rents and increasing pressure upon landlords to grant discounts, concessions and promotional incentives to tenants.²⁷ Nevertheless, it may be incorrect to conclude that the low and middle income tenant's bargaining power has been appreciably increased, for at the same time income levels have fallen and jobs have been lost. The number of persons below the poverty line has also undoubtedly increased. A 1987 study notes,

"The hardships and uncertainties imposed by current economic conditions have forced many New Orleans residents, particularly those in the moderate to lower income brackets, to seek larger lower cost rental housing to accommodate shelter needs. This has become increasingly necessary for households which had to double-up and share housing expenses ..."²⁸

The increased tendency toward "doubling up" is reflected by the currently higher occupancy rates in the smaller properties (less than 10 units — 85.6%) as opposed to the larger rental complexes (over 10 units — 81.1%). A housing code enforcement official in New Orleans noted in 1987 that the doubling and even tripling of families into single

²⁵ University of New Orleans College of Business Administration, 3 Metropolitan New Orleans Housing Market Analysis, No. 1, at 23 (1981). The extreme tightening of the New Orleans market in the early 1980s has been attributed to three interrelated factors: 1) low production of new rental housing; 2) net reductions in existing housing stock due to condominium conversions; and 3) relatively strong levels of demand caused by the then (comparatively) healthy metropolitan economy.

²⁶ Ragas and Miestchovich, New Orleans Housing Market Analysis — 1986, 109 (Center for Economic Development, UNO 1987).

²⁷ *Ibid.* at 124.

²⁸ *Ibid.* at 142-146.

family homes has seriously increased code violations relating to overcrowding.²⁹

Race, Poverty and Discrimination. Statistics on available housing and vacancy rates do not reveal the hidden constraints on supply which economics and racial discrimination create. The greatest inequalities in Louisiana housing are associated with the income levels and racial characteristics of the tenants. According to the 1980 Census Report, Louisiana ranks second in the nation in the percentage of its population that is below the poverty line. Blacks, who comprise 29.4% of the state's population but about 60% of the state's poor,³⁰ tend to live in the substandard, overcrowded, older, and less valuable houses which attract the lowest rents. Statewide figures show that the housing unit of a black householder was seven times more likely to lack complete plumbing, and four times more likely to accommodate more than one person per room than a unit occupied by a white householder.³¹ The market value of black housing units was \$22,300 less than the value of white housing units. The median rentals for blacks was only \$99 per month while the comparable median for whites was \$197 per month.³² About forty percent of all black rental housing in the central cities rented for less than \$100 per month.³³ In Louisiana, as elsewhere, the poor are often subject to economic and/or racial discrimination in renting homes. Engel's Law³⁴ holds that as a family's annual income increases, the percentage of income spent for food decreases, that spent for clothing, rent, heat and light remains the same, and the percentage spent for improving one's condition — education, health, and recreation — increases.³⁵ A Tulane study of housing discrimination in New Orleans verifies that New Orleanians in the lowest economic classes spend a greater share of their income on housing which is physically less de-

²⁹ Minutes, January 13, 1987, Mayor's Housing Coordination Committee.

³⁰ Statistical Abstract of La. 190-92 (University of New Orleans 1974).

³¹ In units with black householders the number of rooms per unit was significantly lower, and the number of persons per room was considerable higher. General Housing Characteristics, *supra* note 13, at 20-14, 20-19.

³² *Id.* For blacks living in the central cities of Louisiana, the median rental was \$114.

³³ *Id.* at 20-19.

³⁴ Named after the theory of the German statistician Ernst Engel (1821-1896) published in *Le Play, Les Ouvriers Européens* (Paris 1855).

³⁵ Tulane Urban Studies Center, *Housing Discrimination in New Orleans*, 5 (1970).

sirable.³⁶ Rent levels, while they may seem low, are nevertheless excessive both in relation to the substandard housing that is rented and in terms of the percentage of income expended by the low-income tenant.³⁷

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Housing Codes. The largest cities in Louisiana have enacted "minimum housing codes." As a historical matter, the impetus behind these codes was not local initiative and concern, but a federal program that established housing codes as a prerequisite for obtaining grants to the cities.⁴³ The earliest codes were introduced in 1954, but enforce-

³⁶ *Id.*

³⁷ The disproportionate rent-income ratio for black renters in the metropolitan New Orleans area is clearly indicated by 1982 data taken from a more recent study. These figures, as shown in Thayer and Neville, *An Analysis of Housing Trends and Factors in Louisiana with Special Emphasis on the New Orleans Metropolitan Area: 1920-1982* (UNO 1982), show, for example, that about 1/5 of all black renters expend more than 60% of their income on rent.

³⁸ In units with black householders the number of rooms per unit was significantly lower, but the number of persons per room was considerably higher. 1980 General Housing Characteristics, *supra* note 14, at 20-14, 20-19.

³⁹ *Id.* For blacks living in the central cities of Louisiana, the median rental was \$114.

⁴⁰ *Id.*

⁴¹ Deseran, Mullan, Stokeley, LSU Center for Agricultural Services and Rural Development, 1979.

⁴² *Supra* note 35, Table 22.

⁴³ Comment, *The Enforcement of the New Orleans Housing Code - An Analysis of Present Problems and Suggestions for Improvement*, 42 Tul. L. Rev. 604, 605 (1968).

ment of their provisions has been hindered by lack of money, authority, manpower and judicial zeal.

A few details about the New Orleans example are instructive in this regard. A report in 1969 noted that since the inception of the Code Enforcement program in 1954, nearly 37,000 units had been inspected, with a deficiency ratio of greater than 95%, and a violation abatement rate of 80%.⁴⁴ The inspections were concentrated on only fifteen small areas of the city, and expanding beyond these intensive zones was severely restricted by shortages of manpower. The program was in existence 16 years, yet only 1/6 of the city's total number of units were inspected. Although the recommended ratio for the City was one inspector for each 10,000 inhabitants, or about 70 inspectors, the agency in 1969 had only 26 inspectors, and in earlier years, sometimes as few as 5. One commentator had observed that the rate of inspections did not even match the rate of housing deterioration. Assuming 70,000 dilapidated/deteriorating dwellings as a reasonable estimate for New Orleans, he concluded that "it will take more than twenty-five years merely to inspect the ... substandard dwelling units that *presently* exist in the city."⁴⁵ Unfortunately, given present staffing levels, this projection seems greatly optimistic; in 1986, there were but 3 inspectors.

Another reason for the system's ineffectiveness is the inordinate delay in bringing delinquent landlords to court. A 1968 League of Women Voters' report noted that ordinarily a property owner does not land in court until about a year after inspection of his property.⁴⁶ The present writer's own examination of the agency's 1981 court docket revealed that the average delay, from filing of complaint in court to court-ordered compliance, was 1 to 1 1/2 years. The average overall delay from time of initial inspection to date of court-ordered compliance or

⁴⁴ Regional Planning Commission, *supra* note 18, at 78.

⁴⁵ Comment, *supra* note 43, at 608. *See also* League of Women Voters of New Orleans, Housing Code 7 (1968) (hereinafter Housing Code Paper).

⁴⁶ Housing Code Paper, *supra* note 35, at 6 (citing Times-Picayune, Feb. 4, 1968, at 2.) The delays do not end, however, when the cases reach court. The report noted the following breakdown of the cases for 1967:

Of the 79 cases brought to court during 1967, a total of 34 were dismissed, in most instances because owners of properties involved complied by the time the cases came to trial; 25 cases were continued, invariably giving the owners additional time in which to comply; no trial dates were set in 15 cases; attachments were issued for arrest of two owners who failed to show up for trial; and fines of \$25.00 each were levied on two owners.

Id. at 7 (quoting Times-Picayune, Feb. 4, 1968, at 1).