SUPREME COURT OF UNITED STATES

United States

Vs.

Wittek

No. 473.

Argued April 20, 21, 1949.

Decided June 13, 1949.

Asst. Attorney General A. Devitt Vanech for petitioner.

Mr. Ward B. McCarthy, Washington, D.C., for respondent.

Mr. Justice BURTON delivered the opinion of the Court.

The question presented is whether the United States, as the owner of Bellevue Houses, a defense-housing project in the District of Columbia, is a 'landlord' within the meaning of the District of Columbia Emergency Rent Act,1 with particular reference to rights of occupancy and rates of rental. For the reasons to be stated, we hold that it is not.

The United States of America, petitioner herein, filed its amended complaint in the Municipal Court for the District of Columbia against Wittek, the respondent, seeking possession of the premises occupied by him in the defense-housing project in the District of Columbia known as Bellevue Houses. The complaint alleged that the premises were owned by the United States and that the housing accommodations had been constructed by the Navy Department under authority of § 201 of the Second Supplemental National Defense Appropriation Act, 1941.2 This summary proceeding was brought under § 20, 31 Stat. 1193, 41 Stat. 555, D.C.Code 1940, § 11—735. The respondent's tenancy had been terminated by notice to quit, served by § 1219, 31 Stat. 1382, D.C.Code 1940, § by § 1219, 3u Stat. 1382, D.C.Code 1940, § 45—902, and the United States claimed that he no longer had any right to possession.3 The respondent's defense, now before us, is that the United States did not establish any of the additional facts which the District of Columbia Emergency Rent Act required a landlord to establish as a condition of such landlord's recovery of possession of housing accommodations to which the Act applied.4 The parties agreed that the cause be disposed of by the Municipal Court upon the pleadings, pretrial stipulations and certain exhibits. That court found that it had jurisdiction, that the Emergency Rent Act did not apply to the United States as the

landlord of the premises in question and it ordered possession of the premises to be given to the United States. The Municipal Court of Appeals for the District of Columbia affirmed the judgment.5 The United States Court of Appeals for the District of Columbia Circuit allowed an appeal, limited to two questions.6 It disposed of one by sustaining the jurisdiction of the Municipal Court. It answered the other by holding that the District of Columbia Emergency Rent Act did apply to he United States as the landlord in this proceeding. It ordered the judgment reversed and the cause remanded to the Municipal Court of Appeals. 83 U.S.App.D.C. 377, 171 F.2d 8. We granted certiorari because of the substantial importance of the decision to the administration of Government-owned, low-rent housing, as well as to Government-owned, defense housing, in the District of Columbia. 336 U.S. 931, 69 S.Ct. 737.

When the circumstances are appreciated, it is practically inconceivable that Congress would have subjected its Government-owned, low-rent housing program in the District of Columbia to the additional control prescribed by the District of Columbia Emergency Rent Act. Yet the interpretation by which the court below held that Act applicable to the United States as a landlord of defense housing might make the Act equally applicable to the United States as a landlord of all other housing accommodations including its low-rent housing. The District of Columbia Emergency Rent Act came before Congress, late in 1941, through and with the support of the Congressional Committees on the District of Columbia in the House of Representatives and the Senate. It was designed as a model, prewar, temporary, emergency measure to forestall the skyrocketing of rentals of housing accommodations for defense workers then concentrating in the District of Columbia. Obviously, it was directed, at least primarily, at private landlords.7 It sought to stabilize housing rentals at about the level of January 1, 1941, which it selected as 'a level fixed (so far as practicable) by free competition; * * *'8

Congress traditionally has relied heavily upon its Committees on the District of Columbia in District matters. Through them it must have seen this measure in the light of its own long-term, low-rent housing program for the District. In appraising the attitude of these Committees and of Congress toward Government-owned, low-rent housing as a substitute for substandard housing in the District, it is impossible to overemphasize either the seriousness of the need or the long-standing concern of Congress about that need. The substandard housing in the District has been a frequent subject of congressional debate, study and legislation since the Civil War. The narrow alleys in the interior of 200 or more of the large downtown city blocks of the District, although unfitted for habitation, have been notoriously congested with a large population for which adequate housing never has existed. This condition has been widely publicized and only partial success has been attained through the efforts to improve it. Out of this need there has evolved a long-term congressional program to eliminate these substandard dwellings. Due to an obvious lack of suitable private housing, this program has led to the construction of a number of Government-built, owned and operated low-rent housing accommodations. In 1934, Congress enacted the District of Columbia Alley Dwelling ct, 48 Stat. 930, D.C.Code 1940, § 5—103 et seq. It authorized the President to acquire land adjacent to the inhabited alleys in the District, erect buildings thereon and rent them 'upon such terms and conditions as he may determine: * * *.'9 Pursuant to this Act, he designated the Chairman (officially entitled the President) of the Board of Commissioners of the District of Columbia, the Executive Officer (later the Director) of the National Capital Park and Planning Commission and the Director of Housing of the Federal Emergency Administration of Public Works to carry out its purposes. He named the group The Alley Dwelling Authority.10 In 1938, he substituted the Architect of the

Capitol for the third official constituting the Authority,11 and, in 1943, he changed its name to that of the National Capital Housing Authority.12 It is this presidentially designated Authority that has operated, for the United States, all of its low-rent housing projects in the District. It is this Authority that has fixed the rentals and passed upon the respective rights of tenants to occupy premises in those projects. Its composition, including two United States officials and the President of the Board of Commissioners of the District, demonstrates the incongruity of an attempt, such as is here suggested, to subject it to the control of the District's Administrator of Rent Control, himself appointed by the Board of Commissioners of the District. The recognized responsibility of this Authority as a federal housing agency further appears from the fact that, in due course, it was chosen by the Government to be the operating lessee of more than 5,000 Government-owned, defense-housing, dwelling units, which were built by the United States in or near the District, including the Bellevue Houses.

The issue before us does not turn upon what particular agency is operating the Bellevue Houses or the other Government-owned housing of the United States. The issue is whether the United States, through whatever agency it operates, is to be controlled in its rental policies by the District Administrator of Rent Control. In determining the meaning of the District of Columbia Emergency Rent Act, approved December 2, 1941, which created the District Administrator of Rent Control, it therefore is material to note that the United St tes, in 1941, already was acting as a landlord of much Government-owned housing in the District and that, in each instance, it had placed those operations in the control of a national or presidentially designated authority or official with authorization fitted to the particular and varied purposes of that housing. This fact is of crucial significance in connection with the low-rent housing in the District which had been in operation for several years. Its distinctly social welfare and relief purposes already were in the hands of The Alley Dwelling Authority.

Beginning in 1934, The Alley Dwelling Authority built and put into operation five Government-owned, low-rent housing projects (including 112 dwelling units) and three commercial properties.13 In 1938, Title II was added to the District of Columbia Alley Dwelling Act, 52 Stat. 1188, D.C.Code 1940, § 5—112 et seq., and the Authority was designated also as a public housing agency to carry out the purposes of the United States Housing Act of 1937, 50 Stat. 888 et seq. See 42 U.S.C. (1940 ed.) § 1401 et seq, 42 U.S.C.A. § 1401 et seq. This enabled it to secure loans to build low-rent, housing accommodations and its program promptly expanded. By the end of 1941 it had completed, under Title II, six more low-rent projects, including 1,613 dwelling units, and the Government's brief in the instant case states that it is now managing, under that Title, 3,147 such dwellings. The character of these dwellings is plain from the definition of 'low-rent housing' in the Housing Act.14 This was prewar, poor-relief, low-rent housing, rather than defense housing. These projects were subsidized. The rentals were keyed to the inadequacy of the income of the respective tenants. The rentals did not purport to equal the level of those fixed by free competition for comparable privately owned housing. It was an important feature of the operating policy of these projects that a tenant be dispossessed, or 'graduated' as the Authority termed it, whenever that tenant's financial needs no longer entitled him to the subsidized privileges. The inappropriateness of applying to such projects rentals based upon levels fixed by free competition as of January 1, 1941, under the District of Columbia Emergency Rent Act, is evident. That Act's policy of rent control fostered the continuance of tenancies regardless of the financial status of the individual tenant. If applied to low-rent housing it would give vested rights to relief clients once installed, rather than to new clients in greater need. In the absence of an express statement by Congress, it is not conceivable that Congress, with its familiarity with these relief operations of the United States as the landlord of

such low-rent, relief housing, would subject The Alley Dwelling Authority in the rental policy of such housing to the control of a local Administrator of Rent Control under an Act designed to meet the problems of employed war workers rather than the problems of indigent families, already wholly or partially dependent upon public support. Such a subjection, however, apparently would follow from the reasoning of the court below that the use by Congress of the general term 'landlord,' in the District of Columbia Emergency Rent Act, must subject the United States, as the landlord of Government-owned, defense-housing accommodations, to the provisions of that Act. The District of Columbia Emergency Rent Act makes no distinction between the United States as a landlord of low-rent housing and as a landlord of defense housing. If the Act applies to the Bellevue Houses, it apparently may be applied equally to all of the activities of the United States as a landlord. Therefore, while the complaint in the instant case does not seek to dispossess a tenant of a Government-owned, low-rent housing unit, we note the warning of Government counsel that, if we hold that the District of Columbia Emergency Rent Act is applicable in the instant case, we soon may be compelled to hold it applicable also to the United States as the landlord of low-rent housing.

A. The Act contains no express reference to the United States as a landlord or to the application of the Act to Government-owned housing of any kind.15 A general statute imposing restrictions does not impose them upon the Government itself without a clear expression or implication to that effect.16 The text, surrounding circumstances and legislative history of this District Act neither express nor imply a change in the authority already vested in permanent federal agencies in their management of the Government-owned housing in the District. The District of Columbia Emergency Rent Act thus appears to have been enacted as a temporary measure supplementing, rather than superseding, the contribution already being made by the permanent federal housing authorities toward meeting the housing crisis. We find no evidence that Congress believed that the managers of any of its housing projects in the District would be 'tempted * * * to demand exorbitant rentals' or engage in the 'rent-gouging practices * * *' against which the new Act was directed.17 It seems obvious that the need for District rent control was not in the operation of Government-owned housing, where the Federal Government already had complete control over the rentals, but was in the operation of privately owned housing, where neither the Federal nor District Governments had any control.

B. Government-owned, defense housing did not require the new rental control, in the District, that Congress imposed upon privately owned housing by the District of Columbia Emergency Rent Act. The increasing number of Government-owned, defense-housing units testified to the satisfaction of Congress and of the Administration with such projects. Rental rates in them were under complete governmental control. At the time of the enactment of the District of Columbia Emergency Rent Act, December 2, 1941, defense housing could be constructed in the District, and elsewhere, under § 201 of the Second Supplemental National Defense Appropriation Act, 1941, approved September 9, 1940, 54 Stat. 872, 883, or under the Lanham Act, approved October 14, 1940, 54 Stat. 1125.18 Bellevue Houses were built by the Navy under the first of those Acts. The rent control of defense housing under that Act was, in the first instance, expressly vested in the discretion of the Secretary of War or of the Navy, and the tenants were restricted to war workers.19 This provision was amended, June 28, 1941, so as to give to the agencies administering that housing the same powers and duties as had been given to the Federal Works Administrator as to defense housing constructed under the Lanham Act.20 The rental policy under the Lanham Act, at that time, provided: 'That the (Federal Works) Administrator shall fix fair rentals, on projects developed pursuant to this Act,

which shall be within the financial reach of persons engaged in national defense: * * *.' (Emphasis supplied.) § 7, 54 Stat. 1127, renumbered § 304, 55 Stat. 363. This rental policy was thus expressly fitted to the purposes of the defense housing. Those purposes did not call for its further subordination to the control of a District Administrator of Rent Control under other statutory standards fitted to private landlords. This special defense-housing rental policy was further expressly emphasized by Congress in another amendment made applicable to the Lanham Act defense housing January 21, 1942.21 Therefore, whether or not these further provisions were also to be applicable to Bellevue Houses, which had been constructed under an earlier Act, they became applicable to the many Government-owned, defense-housing units, constructed in the District under the Lanham Act. Congress thus evidenced its purpose to insist upon special standards of rentals for its defense housing. It is significant that it did so by Acts approved June 28, 1941, and January 21, 1942. One was enacted before, and the other after, the enactment of the District of Columbia Emergency Rent Act on December 2, 1941. This emphasis was repeated on April 10, 1942, in a manner which demonstrated still further that Congress, in its consideration of the Lanham Act, had not overlooked the substantial extent to which that Act related to the construction of defense housing in the District of Columbia. On that date Congress amended the Lanham Act with special reference to operations in the District. It added Title IV. This authorized a $30,000,000 appropriation 'to provide housing in or near the District of Columbia (including living quarters for single persons and for families) for employees of the United States whose duties are determined by the National Housing Administrator to be essential to national defense and to require them to reside in or near the District of Columbia.' 56 Stat. 212, 42 U.S.C. (1946 ed.) § 1561, 42 U.S.C.A. § 1561. The rental control provisions amended on January 21, 1942 (see note 21, supra), already were applicable to such housing. The very § 304 which contained those amended rental control provisions was further amended so as expressly to include the District of Columbia in the term 'local municipalities' to which land could be conveyed for street or other public use incidental to a project. See 54 Stat. 1127, 55 Stat. 363, 56 Stat. 212, 42 U.S.C. (1946 ed.) § 1544, 42 U.S.C.A. § 1544.22

In the light of the foregoing express provisions for the control of rents in the public interest on Government-owned, defense-housing projects, there is no ground for implication that the District of Columbia Emergency Rent Act conflicts with it. III. The National Emergency Price Control Act of 1942 emphasizes the conclusion that the District of Columbia Emergency Rent Act does not apply to Government-owned housing in the District.

Although the National Emergency Price Control Act of 1942, approved January 30, 1942, expressly empowered the National Price Administrator, under certain limitations, to establish maximum rentals in so-called defense-rental areas23 he never did so in the District of Columbia. That Act, therefore, does not have a direct application to the issue in this case. However. the language of that Act and its policy toward the rent control of Government-owned, housing accommodations, both inside and outside of the District of Columbia, has a bearing upon the proper construction of the District of Columbia Emergency Rent Act. The National Act is not only consistent with our interpretation of the District Act but it lends support to that interpretation. The National Act left the control over rent to local authorities, except where the National Price Administrator found it necessary to intervene. The decision of the National Price Administrator not to intervene in the District of Columbia was an especial compliment to the existing controls, because the District of Columbia was a typical area calling for competent rent control and, in fact, had been declared by the statute itself to be a 'defense-rental area * * *.' § 302(d), 56 Stat. 36, 50 U.S.C.App. (1946 ed.) § 942(d), 50 U.S.C.A.Appendix, § 942(d). His satisfaction with the conditions in the District indicates that the local practice followed by the District Administrator of Rent Control, in not attempting to

fix the rentals in Governent-owned housing, had produced no conditions which seemed to the National Price Administrator to call for federal intervention. A still more significant point is that, if he had intervened, under the National Act, he nd not the District Administrator of Rent Control, would have been the one vested with control over the rental policy of the Government-owned, housing accommodations.

In contrast to the omission, in the District of Columbia Emergency Rent Act, of any express reference to the United States as a landlord, the National Act expressly included the United States as a 'person' to whom it applied.24 Thus, within two months after the omission of the United States from such a definition in the District of Columbia Emergency Rent Act, Congress demonstrated that when it sought to include control of Government-owned housing under conditions where the established procedures and local controls might fail to meet the needs of the times, it expressly said so. The same section provided that the punishments prescribed for private violators did not apply to the United States.

The National Price Administrator, however, never published any regulations even potentially applicable to the District of Columbia. On the other hand, he did publish regulations stating his general policy as to Government-owned, housing accommodations elsewhere which might come under his control. Such regulations stated that, for housing constructed and owned by the United States, a state or any political subdivision of either, the maximum rents were to be those generally prevailing for comparable housing accommodations on the maximum rent date 'as determined by the owner of such accommodations: * * *.' Similarly, for housing accommodations rented to Army or Navy personnel, including civilian employees of the War and Navy Departments, for which rent is fixed by the national rent schedule of the War or Navy Departments, the maximum rents were to be those established by such rent schedule.

Later, when Congress enacted the Housing and Rent Act of 1947, 61 Stat. 193—201, 50 U.S.C.App. (1946 ed., Supp. I) §§ 1881 1901, 50 U.S.C.A.Appendix, §§ 1881—1901, it expressly excluded the District of Columbia from the Act and struck out the previous express inclusion of the United States as a 'person' subject to the Act.

The effect of the National Emergency Price Control Act, therefore, is to emphasize, both in its form and its practical operation, that Congress did not seek by the District of Columbia Emergency Rent Act to place Government-owned housing under a local rent administrator. IV. The District Administrator of Rent Control has not taken part in this proceeding and there is no evidence before us that at any time he has sought to exercise jurisdiction over the United States as a landlord of either low-rent housing or defense housing.

The District of Columbia Emergency Rent Act has been in effect since 1941 and the United States as landlord has owned and operated several thousand housing units in the District. There is nothing in the Rules and Regulations or the General Orders of the Office of the Administrator of Rent Control suggesting the application of the Act to the United States as a landlord of Government-owned housing. The absence of evidence of asserted control by the District official, coupled with the absence of complaint by the National Price Administrator during the life of the National

Emergency Price Control Act, is thoroughly consistent with a widely accepted interpretation of the local Act in accordance with the conclusion which we have found to be fully justified by the language of Congress.

The judgment accordingly is reversed and the cause is remanded to the Court of Appeals for the District of Columbia Circuit for further proceedings consistent with this opinion.

It is so ordered.

Reversed and remanded.