U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: **23-02553-hb**

Order

The relief set forth on the following pages, for a total of 15 pages including this page, is hereby ORDERED.

FILED BY THE COURT
02/26/2024

Entered: 02/26/2024

Helen Elizabeth Burris
Chief US Bankruptcy Judge
District of South Carolina

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE: Cynthia E. Jackson, Debtor(s).	C/A No. 23-02553-HB Chapter 13 **ORDER MODIFYING AND CONDITIONING STAY, AND ADDRESSING CONFIRMATION OF PLAN**

THIS MATTER came before the Court for hearing on February 8, 2024, to consider two related matters: (1) confirmation of Debtor Cynthia E. Jackson's ("Jackson") proposed Chapter 13 plan (the "Plan")[1] and the objection thereto of The Housing Authority of the City of Columbia, South Carolina ("CHA");[2] and (2) the Motion for Relief from Stay (the "Stay Motion") pursuant to 11 U.S.C. § 362 filed by CHA[3] and Jackson's objection thereto and related pleadings.[4] Rory D. Whelehan appeared at the hearing for CHA, Herman F. Richardson, Jr. for Jackson, and Chapter 13 Trustee Annemarie B. Mathews (the "Trustee"). Latoya Nix ("Nix"), Senior Vice President of Property Management and Maintenance at CHA, and Jackson testified, and exhibits were admitted into evidence without objection. The Court finds as follows.

<u>FINDINGS OF FACT</u>

On October 8, 2014, Jackson and CHA entered into a lease agreement (the "Lease") for a period beginning on that date and continuing until September 30, 2015.[5] When the Lease was initially executed, it appears Jackson, another individual, and her son lived together.[6] Pursuant to

[1] ECF No. 37.
[2] ECF No. 41.
[3] ECF No. 25.
[4] ECF Nos. 27, 42, and 44.
[5] Creditor's Ex. A. The Lease is also signed by a Santana James.
[6] The Lease in CHA's Ex. A shows three household members (Jackson, her son, and an illegible name) and the ledger of Jackson's Lease payments to CHA (CHA's Ex. B) show a household of three from October 2014 to April 2017 and

the Lease, Jackson currently resides in residential real property located at 100 Lorick Circle, Apt. 12-3, Columbia, SC 29203 (the "Property"). Section 2 of the Lease provides that, upon the expiration of that one-year term in 2015, the Lease would become a month-to-month tenancy unless renewed. The Lease is also subject to all rules, non-bankruptcy laws, and regulations governing CHA. Nix stated that all of CHA's tenants convert to a month-to-month tenancy upon expiration of the original term of their leases.

Nix explained that tenant rent amounts are based on the total household income. Section 3 of the Lease provides rent is due on the first day of each month. In some months, no net rent was due. For example, during the initial term, CHA paid Jackson $85.00 per month because Jackson owed CHA $50.00 in rent while CHA provided Jackson $135.00 in subsidies for utilities to be paid directly by Jackson. Section 4 of the Lease requires Jackson to report any change in household composition, or in the employment status or income earned by members of the household, to CHA in writing within ten (10) days of such change "and once each year when requested by [CHA] for recertification," which Nix explained is a yearly process required by the U.S. Department of Housing and Urban Development whereby CHA verifies the household composition and the employment status and income of the household members to ensure the household is still eligible for its housing and paying the appropriate rental rate. Nix testified that tenant recertification is required to remain eligible for CHA's housing, and it does not transform a month-to-month tenancy into something else, such as a 1-year term lease.[7]

Section 4 further provides, as Nix confirmed at the hearing, that this information is used by CHA to determine whether the tenant is still eligible for its housing and whether the rental

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a household of two at all times thereafter. However, the Lease as shown in CHA's Ex. J (CHA's proof of claim with attachments) shows only Jackson and her son as residing in the Property.

[7] *See* S.C. Code Ann. § 27-35-120 (providing a month-to-month tenancy shall not "ripen into a tenancy from year to year.").

amount should be adjusted up or down. Nix explained that the rent amount could change pursuant to this section every month or at the annual recertification. Section 4(A) provides that if Jackson intentionally or by mistake misrepresents or fails to report a change in household composition or in the employment status or income earned by members of the household, CHA may collect the difference between the rent paid and the rent that would have been due had CHA been in possession of accurate information. Section 12 of the Lease provides that CHA "shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the Lease," with "material terms" including (1) Jackson's obligations under Section 4; (2) nonpayment of rent or other charges due under the Lease; (3) repeated late payment of rent; (4) failure to report a change of income, employment, or identity of household members; and (5) intentional or unintentional misrepresentation of any material fact in any statements made to CHA.

Jackson completed the initial lease term of October 8, 2014 to September 30, 2015 and has continuously resided since then as a month-to-month tenant.[8] A ledger of Jackson's payments to CHA since the Lease began[9] indicates that from the beginning of the Lease in October 2014 until March 2021, CHA paid Jackson because it owed her more in utility subsidies than she owed CHA in rent. Starting April 1, 2021, due to increased annual income, Jackson owed CHA $80.00 per month in rent. Jackson's rent increased from time to time, and when her rent was based on her income alone, she managed to get by and make most rental payments due until April 2022, when her monthly rent increased significantly to $509.00 because, Nix testified, CHA learned during the annual recertification process that Jackson's son was earning income. Although he did not testify, he was present with her at the hearing and appeared to be a young adult. At this point, Jackson began to accumulate an arrearage, though she made partial payments from May to October of

[8] Jackson stated that she lived in a different property early in the lease term, but that fact is not relevant to this decision.
[9] CHA's Ex. B.

2022. She did not make the monthly payments of $509.00 between November 2022 and March 2023. On March 10, 2023, CHA filed an Application for Ejectment in the Magistrate Court for Richland County, South Carolina (the "Magistrate Court") (2023-CV-4011000252).[10]

The Magistrate Court held a hearing on April 25, 2023. Jackson was represented by South Carolina Legal Services. The Magistrate ruled in favor of CHA, requiring Jackson to either (1) pay $5,943.10 by May 30, 2023 or (2) vacate the Property by May 31, 2023, and providing if Jackson failed to comply, CHA could obtain a Writ of Ejectment on June 1, 2023. On May 12, 2023, Jackson appealed that decision to the Circuit Court (2023-CP-4002486).

Jackson's rent had increased to $796.00 in April 2023 due, according to Nix, to a further increase in the household income. Jackson did not make the $796.00 rent due in April or May of 2023. Nix testified that during the Magistrate Court proceedings, Jackson testified that her son was no longer working. Consequently, her rent was reduced to $128.00 beginning June 1, 2023.

Thereafter, Jackson made some payments, and CHA then applied a "Dwelling Rental Adjustment" to reduce the amount due to the new amount of $128.00. Jackson made two payments of $128.00 on June 14, 2023.[11] On August 23, 2023, she filed a document in the Circuit Court—apparently without the assistance of counsel—asking for a continuance of some sort.

On August 24, 2023, Jackson filed a petition for relief under Chapter 13 of the Bankruptcy Code, beginning the above-captioned case and staying the Circuit Court appeal. On September 21, 2023, Jackson filed schedules, statements, and a Plan.[12] Richardson has represented her from the beginning of the case.

[10] Other than Nix's testimony referred to below, the following facts relating to the state court proceedings are taken from the summary thereof presented by the Court of Common Pleas for Richland County, South Carolina (the "Circuit Court") in CHA's Ex. I, as the record of the Magistrate Court case is not part of the record of this case.
[11] These details are not intended as an exact calculation of any amount due, but rather as an illustration of the relationship between Jackson and CHA.
[12] ECF No. 17. Jackson had received an extension of the deadline to file schedules and statements (ECF No. 13, entered Sept. 11, 2023).

Jackson's schedules indicate minimal property owned including a 1999 Jeep Cherokee. No cash or bank accounts are listed. She listed two secured creditors, one whose claim is secured by the Jeep and one whose claim is secured by household goods. Her scheduled unsecured creditors are minimal, and her primary creditor is CHA for "past-due rent for debtor's residence." Jackson's Schedule G indicates she intends to assume the Lease. Schedule I and Jackson's testimony indicate her sole monthly income is $913.00 from Social Security disability and Schedule J lists rent in the amount of $129.00. Nothing in the filings indicates additional household members or monetary contributions by any other person.

Jackson made two payments to CHA of $129.00 in September 2023 (though only $128.00 was due). Jackson made payments of $129.00 each in October and November of 2023 (though only $128.00 each were due).

On November 2, 2023, CHA filed a timely proof of claim for $5,224.25 for arrearages under the Lease.[13] The parties agree that pre-petition Jackson was in arrears on the Lease in this amount. On November 9, 2023, CHA objected to the Plan.[14]

On November 21, 2023, CHA filed the Stay Motion seeking an order granting relief from the automatic stay to allow CHA to terminate the Lease and exercise all remedies thereunder, including summary ejectment. Jackson objected, triggering a hearing on the Stay Motion.

Jackson missed the December 2023 payment of $128.00. On January 1, 2024, Jackson's rent was increased to $703.00 when CHA learned her son was re-employed. Nix testified Jackson has notified CHA of decreases in her household income, but to her knowledge has never voluntarily informed them of increases. Jackson paid only $128.00 in January 2024 even though

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[13] Claim No. 4-1; CHA's Ex. J.
[14] ECF No. 23.

$703.00 in rent plus $28.75 in late fees were due at that time. She was not current on her post-petition payments as of the hearing but stated that she could bring the payments current.

The Plan in question was filed on January 11, 2024.[15] Section 2.1 provides Jackson will pay the Trustee $76.00 per month for five (5) months, followed by payments of $211.00 per month for thirty-one (31) months. Jackson proposes to avoid a non-possessory, non-purchase money security interest on household goods held by World Finance in Section 3.4. In Section 3.5, she proposes to surrender the 1999 Jeep to the lienholder. In Section 6.1, Jackson proposes to assume the Lease, listing rent—to be disbursed directly by Jackson beginning with the September 2023 payment—in the amount of $129.00 and the arrearage through August 2023 as $5,224.25. Jackson proposes to cure the arrearage through disbursements made by the Trustee of $67.00 per month for five (5) months, then $158.00 per month for thirty-one (31) months.

CHA filed an Objection to Confirmation[16], arguing that the Plan does not comply with § 365, as curing the Lease arrearage over thirty-six (36) months is not a *prompt* cure of her default. CHA notes that the monthly Lease payment is not always $129.00 as listed in the plan but can fluctuate, and objects to the plan to the extent it could be interpreted to fix the monthly Lease payment at $129.00 during the plan term and to preclude CHA from adjusting the payment pursuant to Section 4 of the Lease. Further, CHA objects to the plan to the extent it precludes CHA from terminating the month-to-month tenancy as provided by applicable non-bankruptcy law.

The parties agreed to continue the hearings on several occasions in an attempt to resolve their disputes, but no resolution was reached.

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[15] ECF No. 37.
[16] ECF No. 41.

At the hearing, the Trustee indicated Jackson had recently tendered funds to her to bring the Plan payments current. Jackson indicated that her son would vacate the Property sometime in February, which, if she remains in the Property, would lower her rent payments significantly. Jackson stated that, with her current income, she expects to be able to cover her expenses, payments under the Plan, and Lease payments that have come due since September 2023 and remain current going forward. She agreed that her son had lived with her since the inception of this case, even though this is not disclosed in her bankruptcy filings and his income during that time is unclear. As of the hearing date, he had not moved out, but planned to do so.

DISCUSSION AND CONCLUSIONS OF LAW

The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157, this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G) and (L), and the Court may enter a final order.

Even though month-to-month tenancies may be terminated by either party giving 30 days' written notice to the other party, such tenancies are property of the estate protected by the automatic stay, requiring relief from stay to be granted before a party to such a lease may terminate. S.C. Code Ann. § 27-35-120; *In re Myers*, 633 B.R. 286, 290-91 (Bankr. D.S.C. 2021) (citing 11 U.S.C. § 362(a)(3) and cases). Moreover, Section 12 of the Lease limits when CHA may terminate or refuse to renew the Lease. Despite the fact that Jackson's defaults under the Lease remove any obstacle to terminating or refusing to renew the Lease imposed by Section 12 and the fact that the Lease is a month-to-month tenancy, CHA agreed that, while this case is pending, it will not evict Jackson without obtaining relief from stay from this Court.

Section 362 provides that, on request of a party in interest and after notice and a hearing, the court shall grant relief from the stay such as by terminating, annulling, modifying, or

conditioning such stay "for cause, including the lack of adequate protection of an interest in property of such party in interest…." 11 U.S.C. § 362(d)(1).[17]

The Court determines whether a creditor's interest in the property is adequately protected on a case-by-case basis. *R&J Contractor Servs., LLC v. Vancamp*, No. RDB-22-2101, 2023 WL 2811570, at *3 (D. Md. Apr. 6, 2023) (citing *In re Robbins*, 964 F.2d 342, 345 (4th Cir. 1992)). "The absence of a definition of adequate protection in the Code coupled with the 'flexibility' of § 361(3) suggests that adequate protection may be shown in a variety of ways." *Suntrust Bank v. Den-Mark Constr., Inc.*, 406 B.R. 683, 696 (E.D.N.C. 2009) (quoting *In re Reading Tube Indus.*, 72 B.R. 329, 333 (Bankr. E.D. Pa. 1987)). "[A] judicial determination" of adequate protection "is a question of fact rooted in measurements of value and the credibility of witnesses." *Vancamp*, 2023 WL 2811570, at *5 (quoting *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986)).

"Debtor has the burden of proving by a preponderance of the evidence that [her] plan meets the confirmation requirements of § 1325(a)." *In re Charlton*, 625 B.R. 315, 318 (Bankr. D.S.C. 2021) (internal quotation marks omitted) (quoting *In re Martellini*, 482 B.R. 537, 541-42 (Bankr. D.S.C. 2012)). "Section 1325(a) requires that 'the plan complies with the provisions of this chapter and with the other applicable provisions of this title.'" *Id.* at 318-19 (quoting 11 U.S.C. § 1325(a)(1)). "Pursuant to § 1325(a)(6), a Chapter 13 plan cannot be confirmed unless it is feasible", *i.e.*, unless "the debtor will be able to make all payments under the plan and comply with the plan." *Id.* at 319 (quoting 11 U.S.C. § 1325(a)(6)). "Section 365 provides a lease on which there has been a default may not be assumed unless the debtor meets the following requirements:

[17] Jackson contends that the Stay Motion should be denied because her interest in being allowed to remain in her federally-subsidized residence is a property interest which may not be terminated without due process, citing in support *Caulder v. Durham Hous. Auth.*, 433 F.2d 998 (4th Cir. 1970), *Joy v. Daniels*, 479 F.2d 1236 (4th Cir. 1973), and *Swann v. Gastonia Hous. Auth.*, 675 F.2d 1342 (4th Cir. 1982). As those courts considered the merits of eviction actions, and this Court is only determining whether CHA has demonstrated cause to lift the automatic stay to proceed with its state court action, those cases are not relevant to the analysis.

(1) cure the default or provide adequate assurance that the default will be promptly cured; (2) compensate or provide adequate assurance that debtor will prompt[ly] compensate the other party for any pecuniary loss resulting from the default; and (3) provide adequate assurance of future performance under the lease." *Id.* (citing 11 U.S.C. § 365(b)(1)).

Jackson relies on *In re Johnson* (C/A No. 23-00009-eg), but her reliance on this case is misplaced.[18] Unlike that case, here the relevant creditor has objected to the plan and the facts of that case are not consistent with these. Rather, "[t]he determination of whether a cure is prompt is determined on a case by case basis. In making this determination, bankruptcy courts have considered the following: (1) nature of leased property, (2) provisions of lease, (3) amount of arrearage under the lease, (4) remaining term of lease, and (5) provisions of debtor's proposed plan." *Charlton*, 625 B.R. at 319 (quoting *In re Randolph*, C/A No. 06-03729-JW, slip op. at 1 (Bankr. D.S.C. Oct. 27, 2006)). Courts have indicated that a longer cure period may still be "prompt" if it is relatively short compared to the prospective length of the parties' future relationship. *See Motor Truck and Trailer Co. v. Berkshire Chem. Haulers, Inc. (In re Berkshire Chem. Haulers, Inc.)*, 20 B.R. 454, 458 (Bankr. D. Mass. 1982) ("a debtor with 90 years remaining on a 99 year lease, who proposes to cure its arrearage by monthly payments over an 18 month period, might be found to have offered adequate assurance of a prompt cure. On the other hand, where in this case the debtor's offer to cure its lease default over the next 18 months contemplates the final payment being made contemporaneously with the expiration of the lease term, I cannot say that any Court, under any circumstances, would find that such a proposal qualifies as a

[18] In that case, debtor's Schedule G (Executory Contracts and Unexpired Leases) reflected an Agreement for Deed for real property, including a mobile home. Debtor filed a Chapter 13 plan with a 57-month term that proposed to assume the Agreement for Deed, with regular payments to be made by debtor directly to the creditor and the pre-petition arrearage to be cured through disbursements by the trustee over the term of the plan. No objections to confirmation were filed, and the trustee filed a Request for Order Confirming Plan, so the Court entered an order confirming the plan.

"prompt" cure under § 365(b)(1)."); *In re Coors of N. Miss., Inc.*, 27 B.R. 918, 922 (Bankr. N.D. Miss. 1983) (approving cure period of three years because the parties whose payments would cure the default were financially strong and would likely enjoy a long-term mutually profitable relationship with creditor).

It appears many courts have concluded that a cure period of two years or longer is not prompt. *Matter of DiCamillo*, 206 B.R. 64, 72 (Bankr. D.N.J. 1997) (citing cases). For example, in *Randolph*, debtors' plan proposed to assume an executory contract under which debtors would purchase real estate on which they resided. *Randolph*, slip op. at 1. Debtors' plan indicated they were in arrears to the property owner more than $3,500.00 and proposed to cure such arrearage over the 57-month plan term, and the owner objected under 11 U.S.C. § 365(b)(1)(A). *Id.* at 1-2. The Court sustained the owner's objection and denied confirmation, requiring debtors to cure the arrearage within 12 months based on its review of cases that indicated 12 months was the longest possible period in which to cure an arrearage and remain "prompt" for purposes of § 365. *Id.* at 2 (citing cases).

However, "[s]ome courts have allowed a cure over the course of two to three years in special circumstances." *DiCamillo*, 206 B.R. at 72 n.10 (citing *In re Whitsett*, 163 B.R. 752 (Bankr. E.D. Pa. 1994); *In re Coors of N. Miss., Inc.*, 27 B.R. 918 (Bankr. N.D. Miss. 1983)). In *Whitsett*, a chapter 13 debtor and a creditor entered a lease under which debtor and her family lived in federally-subsidized housing. 163 B.R. at 752. Creditor sought relief from the automatic stay to evict debtor, while debtor requested that lease be assumed. *Id.* Creditor alleged that Debtor failed to promptly report her obtaining employment and her resident daughter's attainment of adulthood and welfare income; failed to report a bank account containing about $1,000.00 as an asset; and constantly paid rent late. *Id.* at 753. Debtor proposed to cure the rent delinquency of

about $1,800.00 by making monthly plan payments over a period exceeding two years to which Creditor objected as not being a "prompt" cure under § 365(b)(1) and on the basis that debtor's history of defaults in rental payments rendered her incapable of providing "adequate assurance of future performance" for purposes of the statute. *Id.* At a hearing, debtor indicated she would increase her plan payments to completely cure the rental delinquency in slightly less than two years. *Id.* at 755.

The *Whitsett* court noted that debtor's federally-subsidized housing was "perhaps her single most significant material possession". *Id.* at 754-55. Although the court noted debtor had a long history of rent delinquencies and bankruptcy filings, it found that creditor would not be prejudiced by debtor's cure of the rental delinquency in slightly less than two years—as it would recoup lost rentals which otherwise would appear to be uncollectible—and that the contractual relationship between debtor and creditor should remain intact for an extended period since debtor had a perpetual right to renewal of a lease for a federally-subsidized housing unit unless "good cause" for termination existed. The court approved debtor's curing of the delinquency in slightly under two years but added conditions on such approval to adequately protect creditor and assure performance. *Id.* at 755-57.

The challenge to confirmation and continuation of the stay articulated in CHA's pleadings hinges on Jackson's ability to cure her prior defaults and comply with the Lease going forward, and on the ability of CHA to enforce its rights under non-bankruptcy law if that is not done. The Lease at issue in this case is not a garden-variety lease of residential property from a for-profit lessor. Instead, the situation presented here is closest to *Whitsett*. The Court concludes that, under the facts of this case, Jackson should be given a chance to assume whatever rights she has under the Lease and cure her arrearage on the Lease over a period of up to two (2) years from entry of

this Order—less time than Jackson's current plan provides but more time than the Court would likely allow in ordinary circumstances. This cure period is subject to the conditions and protections of this Order designed to adequately protect CHA and ensure feasibility of the Plan. Unfortunately, Jackson's limited income when compared to the amount to be cured and the time allowed for cure may prohibit success. Further, the value of any assumption of the Lease is limited by the fact that this tenancy is month-to-month, and subject to the termination provisions of the Lease. *See Myers*, 633 B.R. at 290 ("Debtors seeking to assume a month-to-month tenancy bear a difficult risk in a Chapter 13 case because such tenancy is terminable upon 30-days' notice and they may be forced to find alternate housing during term of their case.").

However, any interest Jackson has to continue residence in federally-subsidized housing is likely her single most valuable asset—the very interest Jackson's bankruptcy case appears designed to protect—and CHA would not be harmed by Jackson curing the Lease arrearage and maintaining regular payments, if she is able to do so. In short, it appears that Jackson would face significant difficulties if she was evicted from the Property, while it does not appear CHA would suffer great prejudice from Jackson being given one more chance to perform under the Lease.

Jackson's income is minimal, but her housing costs under the Lease appear to be as low as she will be able to achieve, and housing is surely of the highest priority. Moreover, this is not an instance where she is merely living above her means or could pursue a cheaper housing option elsewhere, and there was no assertion that Jackson is able to increase her income or lower her expenses. While Jackson has not successfully paid rent when it was at the higher rate, the record reflects recent success in making rent payments at the lower amount, when the rent is based on her income alone, and she has performed any obligations she has under the Lease—although minimal—for the majority of the time since 2014. If her son decides to remain in the Property

(and the Lease terms allow him to do so) and her rent is higher, then his income may be available to supplement the household rent and budget. Further, the Trustee indicated at the hearing that Jackson had recently tendered funds to her to bring the Plan payments current. Despite this improvement, Jackson must also deal with the reality of curing the Lease default through the Plan over the period stated herein, which may not be possible, and Jackson's prior defaults under the Lease indicate that CHA must be afforded an opportunity for swift and effective relief if Jackson cannot meet her obligations under the Lease, the Bankruptcy Code, and the terms of this Order.

Having carefully considered the facts and applicable authorities, and in an attempt to balance the interests of the parties, **IT IS, HEREBY, ORDERED:**

1. CHA's Objection to confirmation is sustained, as Jackson has failed to meet her burden to achieve confirmation of the Plan. A continued confirmation hearing will be held on April 4, 2024, at 10:00 a.m. at the J. Bratton Davis United States Bankruptcy Courthouse, 1100 Laurel Street, Columbia, SC 29201-2423, if a plan is not confirmed before that date.[19] To achieve confirmation of the Plan or any future plan, in addition to providing any requested information to, or addressing any issues that may be raised by, the Trustee:

    a. Jackson must make any necessary amendments to her schedules to disclose any additional income to her household, and Jackson must be forthright with CHA going forward about who is residing in the Property and the employment status and income level of the household;

    b. To comply with 11 U.S.C. § 365, absent the consent of CHA to the contrary, Jackson must pay the pre-petition arrearage under the Lease through the August

[19] To expedite confirmation and distribution, changes to the plan terms favorable to CHA could be accomplished through a consent order supplementing the plan, if appropriate.

2023 payment ($5,224.25) through disbursements made by the Trustee over a period of not more than twenty-four (24) months from entry of this Order;

c. Any plan must recognize and confirm that the amount of monthly rent may fluctuate as indicated in the Lease and in this Order, and that the Lease is a month-to-month lease; and

d. Jackson must pay all post-petition Lease payments that have come due from September 2023 through confirmation.

2. CHA's Motion for Relief from Stay is denied on the following conditions designed to adequately protect CHA:

   a. On or before March 21, 2024, Jackson must pay all post-petition payments that have come due under the Lease from September 2023 forward;

   b. Jackson must make all future post-petition payments under the Lease in the amount and on the date they are due, with the amount determined by CHA under the terms of the Lease; and

   c. Jackson must timely comply with any Lease requirements regarding the reporting of changes in occupancy of, or employment or income of those residing in, the Property.

3. Should Jackson fail to make the payments set forth in (2)(a) by March 21, 2024 (with no grace period), or fail to comply with the provisions of paragraph (2)(b) or (c) above and any such delinquency under paragraph (2)(b) or (c) continue for more than thirty (30) days, CHA may file an affidavit of default and a proposed order granting relief from stay to pursue any available remedies in state court, including obtaining a Writ of Ejectment.