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VIA EMAIL AND VIA CERTIFIED MAIL — RETURN RECEIPT REQUESTED

April 13, 2021

SUBJECT: Letter Finding Noncompliance with Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act
HUD Case Numbers: 06-20-7001-4 (Sec. 504), 06-20-7001-D (ADA), 06-20-7001-8 (Title VIII)

Dear Ms. Patin,

This letter reports the findings of the investigation conducted by the U.S. Department of Housing and Urban Development (“HUD”) under Section 504 of the Rehabilitation Act (“Section 504”), 29 U.S.C. § 794, and its implementing regulation at 24 C.F.R. Part 8, and Title II of the Americans with Disabilities Act (“ADA”), and its implementing regulation at 28 C.F.R. Part 35, concerning the Dallas Housing Authority’s (“DHA”) mishandling of Complainant’s request for a reasonable accommodation.

After sustaining substantial physical injuries due to a major car accident, Complainant primarily used a wheelchair from March 2019 through October 2019. Since she was unable to walk, let alone traverse stairs, Complainant submitted a request for a reasonable accommodation to be transferred from her second-floor unit to a first-floor unit. The DHA granted Complainant’s request. But, despite the obvious and urgent need to transfer Complainant to a first-floor unit, the DHA never implemented Complainant’s reasonable accommodation.

Because of this failure to implement Complainant’s reasonable accommodation, Complainant was forced to crawl up to her second-floor unit on her hands and knees. Complainant estimates that it would take approximately 45 minutes to go up and down these stairs after her accident. Not only did this greatly limit her independence, forcing her to rely on assistance just to leave her unit, but it also frequently put Complainant in dangerous situations, including a fall that left her with a substantial chest wall injury that required hospitalization.

Section 504 and Title II of the ADA require public housing agencies such as the DHA to make reasonable accommodations to policies, practices, and programs to ensure equal opportunity for individuals with disabilities to participate in and benefit from programs and activities. *See* 29 U.S.C. § 794; 42 U.S.C. § 12132. HUD finds that the DHA violated Section 504 and the ADA by failing to effectuate Complainant’s reasonable accommodation request, which denied Complainant equal opportunity to benefit from the DHA’s housing because of Complainant’s disability. Furthermore, HUD finds that the DHA unlawfully interfered with Complainant in the exercise of her rights, based on its pursuit of an unlawful eviction against Complainant immediately following her request for a reasonable accommodation. Due to the

DHA's failure to comply with its civil rights obligations, Complainant suffered substantial harm, including in the form of physical pain, humiliation, and mental anguish.

I. Background

On June 4, 2015, after having been accepted into the DHA's housing program, Complainant moved into her unit at Hidden Ridge Apartments. She lived on the second floor of the property.

On March 1, 2019, Complainant was in a major car accident. She was subsequently life-flighted to a nearby hospital, where she was in a coma for two days. When she woke from her coma, she was in the intensive care unit with a broken hip, broken femur, broken pelvis, and a broken arm. After roughly a month of rehabilitation, Complainant was discharged from the hospital. As a result of the accident, Complainant primarily used a wheelchair from March 2019 through October 2019, although she occasionally used a walker or cane as she sought to relearn the ability to walk. To this day, Complainant has substantial difficulty walking.

On April 2, Complainant submitted a written request for a reasonable accommodation to be transferred to a first-floor unit because of her disability. Complainant used a wheelchair at the time she submitted this request. The DHA's 504 and ADA coordinator, received the request and subsequently submitted a request for medical verification from Complainant's physician. On or around April 5, Complainant's doctor submitted verification explaining that due to Complainant's mobility impairment, she needed a reasonable accommodation transfer to a ground floor unit.

On April 8, 2019, the DHA, through its 504 and ADA coordinator, granted Complainant's request for a reasonable accommodation. He represents that he then communicated this approval to the property manager to implement the accommodation.¹ However, the DHA refused to implement the accommodation, even though there was an available unit on the first floor of Complainant's building at that time, as well as at a nearby property run by the DHA. Complainant reported that following DHA's approval of the accommodation, and after learning that her request had been granted, she checked in on the status of her request with the property manager multiple times. The property manager's responses varied, including stating that she was not aware of her request; that there were no units available, and that DHA could not allow her to move because to do so would impede the pending eviction action against her.

The DHA never implemented Complainant's reasonable accommodation request to be transferred to a first-floor unit. Due to this failure to provide Complainant with a reasonable accommodation, from April 8, 2019 until October 16, 2019, when Complainant was forced to

¹ In an interview, the DHA 504 and ADA coordinator stated that after a request for a reasonable accommodation is granted, he forwards the request to the property manager for implementation. He stated that he did not follow up to make sure that the accommodation was actually implemented. He further stated that his responsibility as coordinator ends after the request is granted.

leave Respondents' Apartments, Complainant had to crawl up and down the stairs on her hands and knees to reach her second-floor unit. Complainant estimates that it would take approximately 45 minutes to go up and down these stairs after her accident. This failure also greatly limited Complainant's independence, forcing her to rely on her home health nurse to carry her wheelchair up and down the stairs whenever she wished to leave her unit. In addition to these constant challenges, while trying to exit her unit on October 10, 2019, Complainant fell down the building's stairs, resulting in her hospitalization for a chest wall injury.

Complainant's doctor opined that using the stairs would not have been possible for Complainant given her injuries. She also stated that Complainant's disability would be aggravated due to continued use of the stairs. In addition to the immense physical pain suffered, Complainant explains that this experience left her feeling humiliated. In her complaint to HUD, Complainant stated "I would like to be treated as a human being-it[s] hard climbing these stairs; [I] am about [to] give up."²

II. Findings:

1. The DHA violated Section 504 and the ADA by failing to transfer Complainant to a ground-floor unit as reasonable accommodation.

Section 504 requires recipients of federal financial assistance, including public housing agencies such as the DHA, to make reasonable accommodations to policies, practices, and programs to ensure equal opportunity for individuals with disabilities to participate in and benefit from programs and activities. *See* 29 U.S.C. § 794; *Alexander v. Choate*, 469 U.S. 287, 300-301 (1985); *Wilson v. City of Southlake*, 936 F.3d 326, 329-330 (5th Cir. 2019). HUD's Section 504 regulations likewise require recipients, including public housing agencies, to make reasonable accommodations in policies, practices, and services for individuals with disabilities at the recipients' expense, unless doing so would result in a fundamental alteration in the nature of its program or activity or an undue financial and administrative burden. *See* 24 C.F.R. §§ 8.4, 8.33.

Title II of the ADA has similar requirements. *See* 42 U.S.C. § 12132; *Olmstead v. L.C.*, 527 U.S. 581, 592 (1999); *Wilson*, 936 F.3d at 330. The regulation implementing Title II of the ADA requires public entities, such as public housing agencies, to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity. *See* 28 C.F.R. § 35.130(b)(7)(i). These regulations also prohibit public entities from coercing, intimidating, threatening, or interfering with any individual in the exercise of any right granted or protected by Title II. *See* 28 C.F.R. § 35.134(b).

HUD concludes that Complainant is a person with a disability within the meaning of 504 and the ADA, as amended, because she has a physical or mental impairment that substantially

² In addition to being a person with a physical disability, Complainant is also an individual with bipolar disorder, schizoaffective disorder, major depressive disorder, degenerative discs in her back, and poor eyesight. Prior to becoming a tenant, she experienced chronic homelessness.

limits one or more major life activities or major bodily functions. *See* 24 C.F.R. §8.3. Specifically, Complainant is an individual with a mobility impairment that substantially limits her ability to walk, including her ability to traverse stairs. During the period of her tenancy following the accident, Complainant predominantly used a wheelchair, although she occasionally used a walker or cane as she sought to relearn the ability to walk.

HUD further concludes Complainant sought a reasonable accommodation that was necessary to ensure her full participation in and benefit from the use and enjoyment of her dwelling.³ *See* 24 C.F.R. 8.33; 28 C.F.R. § 35.130(b)(7)(i). As explained, Complainant's disability substantially limited her ability to walk. In addition, Complainant's doctor commented that, due to her disability, it would have been incredibly difficult for her to get to her second-floor unit. In order to access her unit on the second floor, Complainant scooted herself backwards one step at a time. The failure to transfer her also rendered her reliant on her home health nurse to leave her unit, greatly limiting her independence. Her request to be transferred to a first-floor unit was thus necessary to ensure she could effectively access her dwelling independently, without having to endure substantial pain, discomfort, and dehumanization.

Despite the obvious and urgent need, the DHA never implemented Complainant's reasonable accommodation transfer. Even though the DHA's own 504 and ADA coordinator granted the request, acknowledging its civil rights obligations, the failure to provide Complainant's reasonable accommodation denied her the full participation in and benefit of the use and enjoyment of her dwelling. 24 C.F.R. §§ 8.4(b)(1)(i); 28 C.F.R. § 35.130(b)(7)(i). Thus, the DHA's failure to implement Complainant's reasonable accommodation transfer request constitutes discrimination based on Complainant's disability, in violation of Section 504 and Title II.

In its response to HUD's investigation, the DHA asserted that "[i]t appears to DHA from the narrative provided by Complainant in the Complaint that she may not have been forthcoming with the complete factual background associated with her 2019 eviction." To the contrary, Complainant's complaint explained that while she was facing eviction, she still thought she was entitled to a reasonable accommodation and the dignity of being treated like a human being. She is right. HUD's investigation confirmed the DHA egregiously failed to provide Complainant's reasonable accommodation due to its pursuit of a procedurally deficient eviction, devoid of a legitimate basis.

³ The practice of requiring medical verification where an individual's disability is known or obvious is inconsistent with Section 504 and the ADA. The DHA's own reasonable accommodation policy acknowledges this point. Complainant used a wheelchair when she submitted her request to transfer to a first-floor unit to the DHA's Section 504 and Title II Coordinator. This should have dispensed with the need for medical documentation to verify Complainant's disability or to establish the obvious nexus between Complainant's disability and her requested accommodation. Although the DHA's request for medical documentation delayed the grant of her accommodation for only six days, each day of delay unnecessarily prevented Complainant from accessing her home with dignity and lead to substantial pain and suffering for Complainant; HUD finds that the DHA's actions in this regard warrant remediation.

The DHA's failure to comply with its critical civil rights obligations greatly harmed Complainant. The record indicates that DHA demonstrated a callous indifference to the pain of Complainant and the attendant need to swiftly implement her reasonable accommodation transfer. This resulted in significant harm to Complainant. HUD's findings warrant compensation for Complainant and other appropriate relief.

2. The DHA's post-hoc rationalizations provide no support for its egregious failure to comply with its independent civil rights obligation to implement Complainant's reasonable accommodation.

Initially, the DHA denied that it failed to reasonably accommodate Complainant. Then, its property management and legal staff contended that they did not implement the requested accommodation because allowing Complainant to transfer units would have impeded the DHA's ability to evict Complainant. When DHA staff were interviewed by HUD and asked why Complainant had not been transferred, they did not cite Complainant's purported failure to meet any essential eligibility requirements. Rather, the DHA's responses made plain that its sole concern was that granting her transfer request would pose an impediment to Complainant's swift eviction.

Abandoning this purported defense of its actions, DHA now argues it was not required to transfer Complainant because she was not a "qualified" individual with a disability as defined by 24 C.F.R. 8.3, since she allegedly failed to meet two purported essential eligibility requirements: passing a criminal background check and payment of rent. The DHA stipulates that Complainant was an individual with a disability. The DHA also does not dispute that the requested accommodation was necessary to afford Complainant the equal opportunity to enjoy the dwelling. Rather, the DHA asserts that because Complainant allegedly violated two "essential" lease obligations, she failed to meet the essential eligibility requirements necessary to be entitled to a reasonable accommodation.

In order to be an individual protected by Section 504 and Title II of the ADA, an individual must be a "qualified" individual with a disability. This means that the individual must meet the essential eligibility requirements for participation in a public entity's programs, with or without a reasonable accommodation. *See* 42 U.S.C. § 12132; *see also* U.S. Dep't of Justice, *The Americans with Disabilities Act: Title II Technical Assistance Manual*, §II-2.8000, *Qualified Individual with a Disability* (1993). Even if passing a criminal background check and payment of rent were considered essential eligibility requirements for participation as a DHA tenant, the DHA was required to consider whether a reasonable accommodation would have enabled Complainant to satisfy these purported essential eligibility requirements. The record shows though that the DHA never complied with its obligation to consider such potential accommodations. Rather, it is evident that the assertion that Complainant failed to satisfy these purported essential eligibility requirements, rendering her "unqualified," is merely a post-hoc rationalization for the DHA's failure to implement Complainant's reasonable accommodation.

Moreover, 24 C.F.R. 8.3(c) provides no support for the DHA's interpretation that it could deny a current tenant a reasonable accommodation because that tenant purportedly failed a

background check or fell behind on rent.⁴ Under 24 C.F.R. 8.3(c), essential eligibility requirements include stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria, and be capable of complying with all obligations of occupancy with or without supportive services provided by the persons other than the recipient. Put simply, this regulation contemplates that an individual with a disability will meet the threshold requirements for participation in a program or activity. *See Finch v. Hous. Auth. Of Cook Cty.*, 2018 U.S. Dist. LEXIS 120596, at *8 (N.D. Ill. July 19, 2018) (“In housing, a qualified individual with a disability means someone ‘who meets the essential eligibility requirements for participation in, or recipient of benefits from, that program or activity,’ *such as having an income below a certain level.*”) (emphasis added). Under HUD’s regulation at 24 C.F.R. 8.3(c), an individual cannot lose “qualified” status after already being found to meet all the program’s threshold requirements. Once Complainant was accepted as a tenant at a DHA property, she was deemed by the DHA to meet all its program’s “essential eligibility requirements,” making her a “qualified” individual with a disability. As a result, unless and until Complainant was no longer a tenant of the DHA, Complainant remained a “qualified” individual with a disability and the DHA was thus required to comply with its civil rights obligations under Section 504 and Title II towards Complainant, including implementation of Complainant’s reasonable accommodation transfer.

As discussed below, far from providing the DHA with a defensible position for its actions, HUD’s investigation into the bases for Complainant’s purported “ineligibility” for a reasonable accommodation only revealed additional problematic actions by the DHA. Even if the DHA had appropriately concluded that Complainant violated these “requirements” of tenancy—which it did not—the DHA’s suit to evict Complainant for “failing to pass a background check” was pending appeal when she left her unit on October 16, 2019, meaning she had not yet exhausted her due process rights. Until that date, Complainant was a “qualified” individual with a disability and the DHA had an obligation to provide her with a reasonable accommodation.

3. The asserted bases for Complainant’s “ineligibility” for a reasonable accommodation are belied by the record.

I. Complainant’s alleged criminal background check “failure.”

The DHA’s shifting rationales for its failure to implement Complainant’s accommodation are emblematic of its similarly shifting justifications for seeking Complainant’s eviction. The DHA states that it sought to evict Complainant for allegedly “failing her criminal background check,” citing Complainant’s 2018 background check report, which revealed a conviction for theft in Denton, Texas, approximately 40-50 miles away from the public housing property in

⁴ The DHA’s Admissions and Continued Occupancy Policy (ACOP) provides that “DHA may waive the criminal history requirement for Applicants participating in special programs targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans, and or/disabled persons.” If DHA maintains the discretion to waive the criminal history requirement, it cannot simultaneously maintain that it is an “essential eligibility requirement.”

2015, days after Complainant moved into public housing. DHA notes that “[b]ased on her charges and the fact that she was a resident at the time of the criminal acts, we moved forward with the termination of lease.”

The 30-day lease termination notice, 3-day eviction notice, and eviction paperwork DHA filed with the court cite that Complainant “failed” her “criminal background check” in violation of DHA Lease Part 2 Section 7, Paragraph 5. However, this provision of DHA’s lease only requires the tenant to give *permission* to DHA to conduct a criminal background check, which Complainant did. It does not require a tenant to pass such a check. And while there are provisions in the lease that discuss specific criminal conduct that may subject a tenant to lease termination, DHA has never cited any of these provisions with regard to Complainant, and indeed, no provisions in Complainant’s lease make engaging in theft off the property a lease violation.

As a result, while the DHA sought Complainant’s eviction based on an alleged “failure” to pass a background check, the relied-on provision of the lease did not require passage of a background check or reference any substantive criminal standards that would explain what constitutes “failure” of a background check. While this provision notes that criminal conduct may subject tenants to eviction, it references Part 2, Section 11 of the lease. This provision, though, exclusively contains substantive obligations for the DHA, and does not provide any rubric of criminal conduct that may subject tenants to eviction.

Perhaps recognizing the lack of legal basis to evict for the substantive reasons cited, DHA appears to have shifted its reason for evicting Complainant. Rather than arguing that Complainant failed the background check because of a past crime, DHA later alleged that Complainant failed her background check because she failed to supply accurate information as part of her completion of her 2018 annual re-certification paperwork, which included listing her criminal history.

In its October 2, 2020 response to HUD’s investigation, the DHA acknowledges that Complainant correctly reported her criminal history on the annual recertification forms in in 2016 and 2017, acknowledging the off-the-property theft charge in 2015 in her 2016 paperwork and conviction in 2016 in her 2017 paperwork. The DHA also acknowledges that Complainant’s criminal history did not change between 2017 and 2018. But the DHA now asserts, for the first time in this response to HUD, that Complainant violated Part 2, Section 7, Paragraph 7 of the lease. DHA’s argument is now that Complainant’s background check “failure” was not about the underlying crime at all, but about Complainant’s failure to correctly complete her paperwork. DHA contends that this constituted a material breach of Part 2, Section 7, Paragraph 7, of the lease, which provides that “failure to supply requested information and/misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the lease.”

In completing the criminal background portion of the 2018 recertification paperwork, Complainant’s criminal history required her to not check box 1 of the background check form, in which a tenant asserts that they have not been subject to any criminal action, including, but not limited to, grand jury assembly, issuance of warrants, arrests, or convictions. The DHA explains

that she was also required to check box 4, in which a tenant attests to having a criminal history, and to subsequently provide that history on the form.

There are several problems with the DHA's actions and pursuit of Complainant's eviction for failing to complete this paperwork correctly, in purported violation of Part 2, Section 7, Paragraph 7 of the lease. It represents a different basis than it had furnished when it initially proceeded to evict Complainant. This is contrary to HUD regulations, which require that tenants be provided with a notice explaining the specific grounds for lease termination. *See* 24 CFR § 966.4(1)(3)(ii). Here, the DHA cited a different lease provision in both the notice of lease termination and its court filing, thus failing to provide Complainant with the actual grounds for her lease termination. In advancing this argument, the DHA is also attempting to retroactively change the substantive meaning of "failing a background check" from its plain language meaning, to one that would enable it to ex post facto shoehorn Complainant's actions into a lease violation. In effect, the DHA is now contending that Complainant "failed" her criminal background check not because of a crime a criminal background check revealed, but because she allegedly did not honestly report her criminal background on recertification paperwork.

II. DHA's inadequate grievance process.

While Complainant should have had an opportunity to clarify any mistake that occurred in the completion of her paperwork, the DHA opted to proceed with a grievance process that violated HUD regulations and offended basic concepts of due process. Under HUD's regulations, if a PHA seeks to terminate a tenancy for criminal activity as shown by a criminal record, the PHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record before a PHA grievance hearing or court trial concerning the termination of tenancy or eviction. *See* 24 C.F.R. § 966.4(1)(5)(iv). The tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. *Id.* HUD's regulations further provide that the notice of lease termination to the tenant must state the specific grounds for termination and inform the tenant of the right to examine any documents relevant to the eviction. 24 C.F.R. §§ 966.4(1)(3)(ii), (m).

But the DHA never provided Complainant with the actual grounds for the lease termination, or with records relevant to her alleged lease violation prior to the grievance hearing. Complainant never actually understood the basis for her alleged lease violation prior to the grievance hearing, preventing any legitimate opportunity to effectively respond to the DHA's charges against her. Making matters worse, Complainant states that she was never told at the grievance hearing how she actually "failed" the criminal background check. It follows that she never had an adequate opportunity to explain why she may have filled out the form incorrectly, whether she had any intent to misrepresent her criminal background, or whether she maybe thought there was no need to redundantly disclose information she had previously provided without issue. Complainant's grievance hearing "memo" consists only of the following terse statements: "[r]esident 3-years," "[f]ailed CBC," "[t]heft Charges," "[e]vict."

Moreover, while still pursuing Complainant's eviction for the purported failure to pass her criminal background check in 2018, Complainant completed another annual recertification,

including submitting to another criminal background check in 2019. In doing so, Complainant disclosed her criminal history, which remained unchanged since 2016. She properly completed the form and *passed* her 2019 criminal background check (like she had in 2016 and 2017). This fact shows that the DHA was not seeking Complainant's eviction based on any substantive conclusion that her specific criminal history violated DHA policy. Rather, the DHA can only attempt to justify its actions by unpersuasively asserting that Complainant intentionally sought to deprive the DHA of information she had already provided in both 2016 and 2017.

III. Complainant's alleged failure to pay "rent."

As to Complainant's second alleged material breach, nonpayment of rent, HUD again finds several problems with the DHA's actions. Prior to her accident in March 2019, Complainant had been current on all rent. DHA's pursuit of her eviction, however, lead DHA to assess substantial court fees to Complainant's account. As of April 2019, Complainant was current on her rent, but "owed" roughly \$1,200 in court fees, all for the "criminal background check" case that was currently on appeal. That month, Complainant reports that her property manager told her that she owed over \$1,200 in rent, that "partial payments" would not be accepted, and that she would have to pay off all of her balance at once or face eviction.

Under the terms of the DHA's own lease, it was required to provide Complainant with a notice of charge that explained the bases for these additional charges assessed to Complainant's account and to provide an opportunity for a grievance hearing before these charges came due. The DHA failed to comply with its own procedures regarding these non-rent charges. On May 4, 2019, Complainant sent the DHA a money order for May's rent. The DHA subsequently mailed a 14-day lease termination notice to Complainant stating that her lease would be terminated for "non-payment of rent in the amount of \$1303.35" and returned Complainant's attempted rental payment of \$83.03. However, a review of Complainant's ledger from this time reflects that \$1,289.35 assessed to her account were non-rent charges, and that she only owed \$14 in rent, all of which would have been paid had DHA accepted, rather than rejected Complainant's May rental payment of \$83.03. Beyond the DHA's failure to comply with its own basic procedures for assessing non-rent charges as set out in its lease, the DHA's actions, by converting these non-rent charges to rent, are also inconsistent with the Brooke Amendment to the U.S. Housing Act of 1937, 42 U.S.C. § 1437a, and HUD's regulations; *See, e.g., Miles v. Metro. Dade Cty.*, 916 F.2d 1528, 1532 n.4 (11th Cir. 1990); *see also* HUD's *Public Housing Occupancy Guidebook* at 193. Complainant being behind on "rent" because of DHA's unlawful conversion of legal fees into rent in no way obviates the DHA from complying with its civil rights obligations towards Complainant.

In sum, the record shows that the DHA acted inconsistently with HUD's regulations, the U.S. Housing Act of 1937, and the DHA's own lease terms in pursuing Complainant's eviction for a purported failure to pass a criminal background check, as well as for alleged failure to pay rent. Far from providing the DHA with a defensible position for its actions in this matter, HUD's assessment of these justifications reflects additional DHA failures that warrant remediation.

4. The DHA interfered with Complainant's right to be transferred to a ground-floor unit as reasonable accommodation.

As noted above, Complainant's request for a reasonable accommodation was granted on April 2 and approved by the DHA on April 8. Within days of the grant of this request, on April 12, the property manager contacted DHA's outside counsel explaining that Complainant was asking to be transferred to a first-floor unit. The property manager also noted that Complainant "[has] paid rent but she owes court fees from [the] last two dates." DHA's counsel responded by explaining that Complainant's appeal of her eviction would likely soon be dismissed, but that "[i]f you allow her to move, we won't be able to set her out when her appeal is dismissed." At the time, Complainant's ledger had already had outstanding legal fees assessed to it for over eight months, which Complainant was slowly attempting to repay month by month, without any action by DHA.

However, following the April 12 conversation about Complainant's reasonable accommodation request, as discussed above, the DHA unlawfully converted Complainant's "court fees" to rent and rejected Complainant's attempted May rent payment. The DHA then issued Complainant the 14-day lease termination for "non-payment of rent." As a result, the record indicates that Complainant's decision to request a reasonable accommodation caused the DHA to pursue Complainant's eviction for non-payment of rent. Thus, not only was the DHA's pursuit of Complainant's eviction for non-payment of rent inconsistent with HUD's regulations, but it also constitutes unlawful interference with Complainant's exercise of her rights secured by Section 504 and the ADA. *See* 42 U.S.C. 12203(b); 28 C.F.R. 35.134(b).

III. Remedies and Other Corrective Actions

In order to remedy the violations of Section 504, the ADA, and HUD's regulations outlined in this letter, the DHA will be required to undertake corrective actions, which include, in general terms:

1. Make Complainant whole through compensatory damages;
2. Process reasonable accommodation requests in compliance with the law;
3. Implement regular trainings on compliance with Section 504 and the ADA for its employees, including, but not limited, the Section 504 and ADA coordinator, General Counsel, and DHA property managers;
4. Modify DHA policy to empower the Section 504 and ADA coordinator to effectuate approved requests for reasonable accommodations;
5. Amend provisions of DHA's lease and occupancy handbook to comply with 504 and the ADA;
6. Reform DHA's grievance panel procedures to ensure compliance with its responsibility to individuals with disabilities under Section 504 and the ADA, as well as compliance with HUD's regulations.

IV. Conclusion

HUD would like to resolve these matters as soon as possible by entering into a written Voluntary Compliance Agreement/Conciliation Agreement (VCA/CA) between HUD and the DHA. The VCA/CA includes appropriate remedies and processes necessary to resolve violations stemming from the DHA's failure to effectuate, as well as its interference with, Complainant's reasonable accommodation request. We will contact you shortly to arrange a mutually convenient time to discuss the proposed VCA/CA.

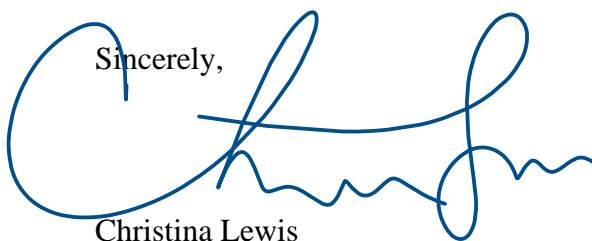
If the findings of fact and conclusions of law cannot be corrected through an agreed-upon VCA/CA, compliance with HUD's 504 regulations may be effectuated by the suspension or termination of or refusal to grant or to continue Federal financial assistance, or by any other means authorized by law including, but not limited to, referral of the matter to the Department of Justice with a recommendation that appropriate proceedings be brought to enforce any rights of the United States under any law of the U.S. *See* 24 C.F.R. § 8.57(a).

Upon request, HUD's Final Investigative Report will be made available to the recipient and the complainant. 24 C.F.R. § 8.56(g)(3). Please note that pursuant to 24 C.F.R. § 8.56(h), you may request review of this Letter of Findings by HUD's reviewing civil rights. However, HUD nonetheless continues to expect to move forward to resolve the matter, particularly due to the substantial harm to Complainant, who suffered greatly due to the DHA's failure to comply with basic civil rights requirements.

Any intimidation or retaliatory acts against a person because he or she has filed a complaint, testified, assisted, or participated in any manner in a Section 504, or the ADA investigation are prohibited. 24 C.F.R. § 8.56(k); 28 C.F.R. § 35.134.

It may become necessary to release documents, correspondence, and records related to this case under the Freedom of Information Act, but in doing so, HUD will seek to protect, to the extent provided by law, information whose release would constitute a violation of privacy. If you have any questions about this matter, please contact Robert Avila at Robert.A.Avila@hud.gov.

Sincerely,



Christina Lewis
Region VI Director
Office of Fair Housing and Equal Opportunity