

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF ADMINISTRATIVE LAW JUDGES

The Secretary, United States	)	
Department of Housing and Urban	)	
Development, on behalf of <b>NAME REDACTED</b> ,	)	
	)	FHEO No. 03-16-4377-8
Charging Party	)	
	)	HUD ALJ No.
v.	)	
	)	
Melinda S. Moore Housing, Inc., Metropolitan	)	
Property Management, Inc., Joseph Moore,	)	
Patricia Reddick and Tammy Reed	)	
	)	
Respondents	)	
	)	
	)	
	)	

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**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On or about July 1, 2016, **NAME REDACTED** Inc. (Complainant) filed a timely verified complaint with the United States Department of Housing and Urban Development (HUD), alleging that Melinda S. Moore Housing, Inc. (Respondent MSM) and Patricia Reddick committed discriminatory housing practices on the basis of disability, in violation of the Fair Housing Act (Act), 42 U.S.C. §§ 3601-19. The complaint was amended on October 6, 2016, to add Metropolitan Property Management, Inc., Joseph Moore, and Tammy Reed as Respondents and to include the following bases of discrimination: failure to make a reasonable accommodation and otherwise make housing unavailable.

The complaint, which was dual filed with the Virginia Department of Professional and Occupational Regulation (VDPOR), was reactivated by HUD for continued processing on March 23, 2017.

Respondents MSM, Metropolitan, Moore, Reddick, and Reed (collectively “Respondents”) are alleged to have violated the following provisions of the Act: 42 U.S.C. §§ 3604(f)(1)(A), 3604(f)(2)(A), 3604(f)(3)(A) and 3604(f)(3)(B). Complainant alleges that Respondents discriminated against her on the basis of disability in violation of the Act by denying her reasonable modification request to permit her to install an automatic door opener and her reasonable accommodation request to provide additional time to complete the recertification process and by evicting her from her unit for failure to timely complete the recertification process.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination on behalf of aggrieved persons following an investigation and determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. § 3610(g)(1) and (2). The Secretary has delegated that authority to the General Counsel (76 Fed. Reg. 42462 (July 18, 2011)), who has redelegated the authority to the Regional Counsel. 76 Fed. Reg. 42463, 42465 (July 18, 2011).

As the Fair Housing and Equal Opportunity Director for Region III, the Assistant Secretary's designee, has determined that reasonable cause exists to believe that discriminatory housing practices have occurred, she has issued a Determination of Reasonable Cause in connection with the foregoing cases.

## **II. SUMMARY OF THE ALLEGATIONS IN SUPPORT OF THIS CHARGE**

Based on HUD's investigation of the allegations contained in the aforementioned complaint, as set forth in the aforementioned Determination of Reasonable Cause, Respondents MSM, Metropolitan, Moore, Reddick, and Reed are charged with discriminating against Complainant based upon disability in violation of 42 U.S.C §§ 3604(f)(1)(A), 3604(f)(2)(A), 3604(f)(3)(A) and 3604(f)(3)(B).<sup>1</sup>

### **A. *Statutory and Regulatory Provisions***

1. It is unlawful to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of that buyer or renter. 42 U.S.C. § 3604(f)(1)(A); 24 C.F.R. § 100.202(a)(1).
2. It is unlawful to discriminate against a person in the terms, conditions, or privileges of a sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of disability of that person. 42 U.S.C. § 3604(f)(2); 24 C.F.R. § 100.202(b)(1).
3. Discrimination under 42 U.S.C. § 3604(f)(1) and (f)(2) includes denying a person with a disability a reasonable modification when such modification may be necessary to afford such person full enjoyment of the premises. 42 U.S.C. § 3604(f)(3)(A); 24 C.F.R. § 100.203(a).
4. A modification refers to any change in the public or common use areas of a building or to a dwelling unit. 24 C.F.R. § 100.201.
5. Discrimination under 42 U.S.C. § 3604(f)(1) and (f)(2) includes denying a person with a disability a reasonable accommodation when such accommodation may be necessary to afford such person equal opportunity to enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a).

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<sup>1</sup> In accordance with HUD's letter of Determination of Noncompliance ("LOD"), dated December 27, 2017, HUD also found that Respondents violated Section 504 of the Rehabilitation Act when it failed to timely and appropriately respond to Complainant's request for the installation of an automatic door opener for Complainant's door.

6. A reasonable accommodation is a change in a rule, policy, practice or service when such accommodation may be necessary to afford a person with a disability the equal opportunity to enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a).
7. The Act defines “handicap” as a physical or mental impairment which substantially limits a person’s major life activities, a record of having such an impairment, or being regarded as having such an impairment. 42 U.S.C. § 3602(h); 24 C.F.R. § 100.201. Although the term “handicap” appears in the Fair Housing Act and its implementing regulations, the Charge and Determinations of Reasonable Cause use the terms “disability” and “handicap” interchangeably.

### ***B. Parties and Properties***

1. Complainant **NAME REDACTED** is a person with a disability, as defined in the Act at 42 U.S.C. § 3602(h) and 24 C.F.R. § 100.201. Complainant’s disability limits her major life activities. During all relevant times, Complainant lived at Melinda’s Melody, a 49-unit property located at 100 Thaddeus Lane in Christiansburg, Virginia (“subject property”). Complainant filed a HUD complaint that gives rise to this Charge alleging disability discrimination.
2. Respondent Melinda S. Moore Housing, Inc. is a low-income housing provider that offers supportive housing for the elderly. Respondent MSM owns the subject property.
3. Respondent Metropolitan Property Management, Inc. manages the subject property. Metropolitan is located at 327 North Market Street in Washington, North Carolina.
4. Respondent Joseph Moore is Respondent Metropolitan’s Director of Operations.
5. Respondent Patricia Reddick is Respondent Metropolitan’s Occupancy Specialist and works out of Metropolitan’s office in North Carolina.
6. Respondent Tammy Reed has been the Site Manager for the subject property from November 2015 until the present time.

### ***C. Factual Allegations***

1. On January 5, 2015, Complainant entered in a Lease Agreement with Respondent MSM for the rental of a unit at the subject property for a term of one year, commencing on said date and ending on January 31, 2016.
2. On January 5, 2015, the Complainant signed an Initial Notice which stated that Respondent MSM would review Complainant’s income and family composition each year to determine rent and assistance levels. The Notice further stated that Complainant would need to meet with the Site Manager and provide information in order to recertify each year as eligible for housing assistance.

3. Complainant is an individual with a physical disability who uses a wheelchair for mobility.

### **Request for Automatic Door Opener**

4. On or about June 29, 2015, Complainant submitted a completed Reasonable Accommodation/Modification Request Form to Respondents Metropolitan and Reddick. Complainant stated in the request form that she has a physical disability that affects her mobility for which she uses a wheelchair. Based on her physician's advice, Complainant asked for permission to install an automatic door opener on the entrance door to her unit and indicated that she had acquired funding for the modification that would cover all expenses to purchase and install the door opener, at no cost to Metropolitan. With the request, Complainant submitted the contact information for the licensed contractor who agreed to install the door opener, a video showing the operation of the opener, and the specifications and installation instructions for the opener.
5. On July 1, 2015, the Complainant's physician completed Respondent Metropolitan's Qualified Third Party Professional Form on behalf of the Complainant. Complainant's physician wrote that the "automatic door opener will support and aid in the treatment plan for Ms. **NAME REDACTED** and will allow her to live an independent lifestyle."
6. On July 9, 13, and 14, 2015, Complainant sent emails to Stacy Saunders, site manager for the subject property between August 2015 until approximately November 13, 2015, inquiring about the status of her request for permission to install the automatic door opener.
7. On July 17, 2015, the Complainant notified Ms. Saunders via email that her contractor for the installation of the door opener had backed out because there had not been a response to her request.
8. Respondents knew that Complainant is a person with a disability who has mobility limitations. Despite this, Complainant never received a response from Respondents to her request for an automatic door opener until, during an inspection of her unit on November 19, 2015, Complainant inquired about her request and Respondent Reed informed her that she would have to restore the unit to its original condition if she had the door opener installed.
9. As a result of Respondents' unreasonable delay in responding to Complainant's request to install an automatic door opener, Complainant suffered actual damages including loss of housing, emotional distress, and inconvenience.

### **Recertification of Eligibility**

10. On or about September 1, 2015, Ms. Saunders sent an "Annual Recertification First Reminder Notice" relating to the annual recertification of tenants, to Complainant. The Notice stated that Complainant would need to provide information relating to her income and family composition and meet with the site manager by November 10, 2015. The

Notice also stated that, if Complainant did not recertify, Respondent MSM could implement a rate increase without thirty- days' notice. The Notice stated, "If you do not respond before January 1, 2016 your tenancy may be terminated."

11. On or about October 1, 2015, Ms. Saunders sent the Complainant an "Annual Recertification Second Reminder Notice."
12. On or about October 14, 2015, Complainant exchanged emails with Ms. Saunders attempting to schedule her recertification appointment sometime on October 15, 2015. During that email exchange, Complainant told Ms. Saunders that she had two appointments on October 15, 2015.
13. On or about October 30, 2015, Ms. Saunders sent the Complainant an "Annual Recertification Third Reminder Notice," stating that Complainant had not scheduled her recertification interview with Ms. Saunders.
14. In or around November 2015, Respondent Tammy Reed took over site management responsibilities at the subject property.
15. On or about November 16, 2015, Complainant sent a letter to the site manager in which she explained that, because of her disability-related illness, including "recent debilitating pain," she would not be able to attend a recertification appointment scheduled for the next day. Complainant further stated in the letter that she was unclear about what forms and verifications she needed to complete. Complainant ended her letter by stating that she had already submitted recertification documentation to former site manager Stacy Saunders.
16. On or about November 17, 2015, Respondent Reed replied to Complainant's letter of November 16 and stated that all paperwork for recertification needed to be provided by Complainant to Respondents no later than November 19, 2015.
17. On or about December 1, 2015, Respondent Reed issued a Termination of Lease Notice to Complainant. The Notice stated that the reason for the lease termination was "Material Non Compliance with your lease" for "Failure of the tenant to timely supply all required information on the income and composition, or eligibility factors of the tenant household." The Notice informed Complainant that she must vacate her unit not later than January 1, 2016.
18. On or about December 7, 2015, Complainant wrote a letter to Respondent Reed, stating that she had left voicemail messages for Ms. Reed, seeking to schedule her recertification meeting. In that letter, Complainant identified several dates (December 9, 11, and 14, 2015) in which she would be available to meet with Ms. Reed. In the letter, Complainant stated that she had to be at the hospital for tests ordered by her doctor on December 8, 2015.
19. On or around December 8, 2015, during an inspection of her unit, Complainant explained to Respondent Reed that she could not come into the office for her recertification

appointment because of her health conditions and because she had been providing care for her disabled sister.

20. On or about December 8, 2015, Respondent Reed wrote to Complainant, informing her that a recertification meeting would not be conducted because a Termination of Lease Notification had been issued.
21. On or about December 10, 2015, Complainant wrote to Respondent Reed, requesting an appointment with her to discuss recertification.
22. On or about December 10, 2015, Respondent Reed responded to Complainant's letter of December 10, 2015. Respondent Reed informed Complainant that a recertification was no longer possible because the Termination of Lease Notice had been issued.
23. On December 29, 2015, Complainant again wrote a letter to Respondent Reed, requesting a meeting with her regarding the termination of her lease and stating that Janet Brennend, the Ombudsman of the New River Valley, would attend the meeting with her.
24. On or about January 2, 2016, Complainant sent a letter to Respondents Metropolitan and Reed requesting a reasonable accommodation in the form of a waiver of its rules, policy and practice of refusing to process recertification after issuing a lease termination notice. Complainant stated that disability-related illness during October and November 2015 had prevented her from completing the recertification process.
25. On January 5, 2016, Respondent Reed notified the Complainant that her request for a reasonable accommodation regarding the lease termination notice was denied. Respondent Reed contacted Respondent Moore to consult about Complainant's request for more time to recertify. Respondent Moore told Respondent Reed not to allow Complainant more time to recertify. Respondent Reed informed Complainant that her request was denied because she did not request the accommodation until after the lease termination notice had been issued.
26. Despite knowing that Complainant is a person with a disability who had been ill during the recertification period, Respondents refused Complainant's requests for additional time to recertify.
27. Rather than raising Complainant's rent to market rate, Respondent chose to evict Complainant because she had not completed the recertification process in a timely manner. Respondents admit that, prior to the Complainant's eviction, they had never evicted a tenant who had not recertified on time.
28. Since Complainant vacated her unit at the subject property, she remains homeless.
29. As a result of Respondents' failure to provide Complainant with additional time to recertify, Complainant suffered actual damages including loss of housing, emotional distress, embarrassment, humiliation, and inconvenience.

30. In a Letter of Determination of Noncompliance dated December 27, 2017, HUD found that Respondent MSM violated Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., when the Recipient failed to grant Complainant's request to have a door opener installed on her front door, and when it refused to allow Complainant additional time to complete her recertification and to remain in her unit until her recertification was completed.

#### ***D. Fair Housing Act Violations***

1. Respondents violated the Act by making housing unavailable when they failed to permit the timely installation of an automatic door opener on Complainant's front door. 42 U.S.C. § 3604(f)(1)(A).
2. Respondents violated the Act by making housing unavailable when they evicted Complainant because she was unable to complete the recertification process during the recertification period due to disability-related issues. 42 U.S.C. § 3604(f)(1)(A).
3. Respondents violated the Act by imposing different terms, conditions or privileges on Complainant, who is a person with a disability. 42 U.S.C. § 3604(f)(2)(B); 24 C.F.R. § 100.65.
4. By not responding to Complainant's request for a reasonable modification in a timely manner, Respondents discriminated against Complainant on the basis of her disability. 42 U.S.C. § 3604(f)(3)(A); 24 C.F.R. § 100.203(a).
5. By denying Complainant's request for a reasonable accommodation to provide her additional time to recertify, Respondents discriminated against Complainant on the basis of disability. 42 U.S.C. §§ 3604(f)(1)(A) and (2) and 3604(f)(3)(B); 24 C.F.R. § 100.204(a).

### **III. CONCLUSION**

WHEREFORE, the Secretary of HUD, through the Office of Regional Counsel in the Philadelphia Regional Office, and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondents MSM, Metropolitan, Moore, Reddick and Reed with engaging in discriminatory housing practices in violation of 42 U.S.C §§ 3604(f)(1)(A), 3604(f)(2)(A), 3604(f)(3)(A) and 3604(f)(3)(B) and prays that an order be issued that:

1. Declares that Respondents' discriminatory housing practices, as set forth above, violate the Fair Housing Act, 42 U.S.C. §§ 3601-19 and its implementing regulations;
2. Pursuant to 42 U.S.C. § 3612(g)(3), enjoins Respondents and all other persons in active concert or in participation, from discriminating against any person based on disability in any aspect of the sale or occupancy of a dwelling;
3. Pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671(a)(1), assesses a civil penalty of \$16,000 against the Respondents for each violation of the Act;

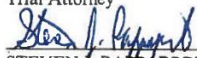
4. Awards such damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainant for actual damages including emotional distress, embarrassment, humiliation, loss of housing opportunity, and inconvenience caused by Respondents' discriminatory conduct;
5. Enjoins Respondents and all other persons in active concert or participation with them, from enforcing their discriminatory policies;
6. Requires Respondents to establish a non-discriminatory reasonable accommodation and modification policy and practice;
7. Awards such additional relief as may be appropriate.

The Secretary further prays for such additional relief as may be appropriate.

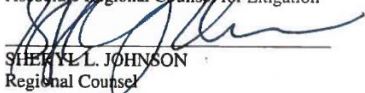
Respectfully submitted,



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