

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

THE SECRETARY, UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT, CHARGING PARTY,
ON BEHALF OF:

THOMAS BURTON,

COMPLAINANT,

v.

BRAD CARTER AND JULIE WARD-CARTER,

RESPONDENTS.

HUDALJ 11-F-077-FH-36

13
December 8, 2011 AF

INITIAL DECISION AND CONSENT ORDER

I. FACTUAL AND PROCEDURAL BACKGROUND

On or about July 24, 2011, the complainant, Thomas Burton ("Complainant") filed verified complaints with the United States Department of Housing and Urban Development (the "HUD Complaint"), alleging that Respondents Brad Carter and Julie Ward Carter ("Respondents") violated the Fair Housing Act as amended in 1988, 42 U.S.C. Section 3601 *et seq.* (the "Act"), by discriminating against him based on disability in violation of 42 U.S.C. §§ 3604(f) and 3617.

The United States Department of Housing and Urban Development ("HUD" or "Charging Party") determined that there was reasonable cause to believe that discriminatory housing practices had occurred in this case based on disability in violation of Sections 3604(f) and 3617 of the Act. On September 29, 2011, the Charging Party issued a Charge of Discrimination (the "Charge") pursuant to a Determination of Reasonable Cause that the Act had been violated.

Respondents deny that they violated the Act as alleged in the Charge, but agree to settle the claims in the underlying action in order to avoid the additional cost and expense by entering into this Initial Decision and Consent Order ("Consent Order"). The entry of this Consent Order shall not be deemed as an admission of fault or liability by Respondents.

II. GENERAL PROVISIONS

1. The parties acknowledge that this Consent Order is a voluntary and full resolution of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to it.
2. The parties acknowledge that the terms set forth herein are contractual and not merely a recital of the parties' intentions. The parties acknowledge that they have read and fully understand the significance of the provisions of this Consent Order and their obligations hereunder.
3. The parties agree that in the interest of a prompt conclusion of this matter, the execution of this Consent Order may be accomplished by the parties' signatures on separate pages of this Consent Order, with the original executed Signature Pages to be attached to the body of the Consent Order to constitute one document.
4. The signature of the parties to this Consent Order may be executed by way of facsimile or PDF transmission and shall be deemed to be an executed and admissible Consent Order for all purposes as may be necessary under the terms of this Consent Order.
5. The parties agree the Charging Party will file a Motion for Issuance of Initial Decision and Consent Order, along with this Initial Decision and Consent Order, after it is executed by all of the appropriate parties.
6. The parties acknowledge this Consent Order will become the final agency decision thirty (30) calendar days from the date it is issued by the HUD Administrative Law Judge ("HUD ALJ") or earlier, if affirmed by the Secretary within that time. 24 C.F.R. § 180.680(b)(2) (2010).
7. This Consent Order is binding upon Respondents Brad Carter and Julie Ward Carter, their employees, successors, agents, assigns and all others in active concert with them in the operation of the subject property. This Consent Order is full settlement of all claims against Respondents Brad Carter and Julie Ward Carter by the Complainant, in any way related to the allegations set forth in the subject Charge of Discrimination.
8. This Consent Order does not in any way limit or restrict HUD's authority to investigate any other complaints involving Respondents made pursuant to the Act, or any other complaints within HUD's jurisdiction.
9. Respondents' decision to agree to settle the claims in the underlying action is made in contemplation of the expenses associated with litigating this action through hearing and the uncertainty connected with litigation, and it is not to be interpreted as an admission of fault or liability under the Act.

III. INVESTIGATIVE FINDINGS

10. Complainant Thomas Burton is a disabled combat veteran of the Gulf War.
11. The subject property, 1618 W. Redstone Avenue, Unit E, Park City, Utah, is a condominium unit in the Fox Point at Redstone development in Park City, Utah.
12. Respondents are Brad Carter and Julie Ward Carter, who own the subject property. At all times relevant to the Charge, Respondents utilized the services of a property management company for the rental of the subject property.
13. Complainant resided at the subject property from approximately December 21, 2008, through September 30, 2010.
14. The subject property is part of a condominium regime governed by a common set of rules and policies. Fox Point at Redstone Association ("the HOA") was responsible for the enforcement of those rules and policies.
15. The HOA had a written pet policy at the Subject Property implemented on May 6, 2010. The HOA's policy prohibits "outside pets" and required a one-time \$150.00 registration fee for each pet and proof of liability coverage of at least \$100,000. The policy states in part:

Nothing in this policy shall preclude the ownership and possession of an animal which is required as, or which qualifies as a 'service animal' as allowed by the Federal Fair Housing Act: provided however that the [HOA] shall be entitled to require satisfactory evidence of the eligibility and need for any such animal and the Association may require that the service animal otherwise qualify where it is reasonable to do so, with the other provisions of this [pet] policy.
16. The HOA had a 10-step written policy for processing requests for service animals. The process differed depending on whether the request is for an emotional support animal or whether the requestor's disability is apparent.
17. For an emotional support animal, the HOA's policy requires a letter from a licensed mental health professional verifying the disability the animal is supporting, explaining how the animal serves as an accommodation, and explaining how the need for the animal relates to the person's use and enjoyment of the living arrangements. The policy further requires the requestor sign a medical release authorizing their physician/health care provider to speak with a representative of the HOA.
18. The HOA's service animal and emotional support policy requires the requestor to comply with their "pet policy" and pay a \$150.00 registration fee.

19. In May 2010, Complainant brought his emotional support animal, a labradoodle¹, to the subject property to live with him and his wife.
20. On or about May 25, 2010, Complainant made a reasonable accommodation request to keep his emotional support animal.
21. On or about July 2, 2010, the HOA fined the Respondents \$150.00 for an animal being present at the subject property.
22. On or about August 23, 2010, the HOA fined the Respondents \$50.00 for an animal being present at the subject property.
23. On or about September 15, 2010, the HOA fined the Respondents \$75.00 for an animal being present at the subject property.
24. On or about September 16, 2010, the HOA fined the Respondents \$100.00 for an animal being present at the subject property.
25. Complainant's lease with the Respondents expired on September 30, 2010.
26. On or about September 7, 2010, Complainant indicated his willingness to extend the lease. On or about September 10, 2010, Respondents indicated they were willing to extend the lease if Complainant paid the \$150.00 registration fee and the \$200.00 in fines that the HOA had imposed on the Respondents. Complainant declined the conditional offer and moved out of the subject property.
27. Subsequent to Complainant moving out of the subject property, the HOA waived all fines and fee assessed against Respondents except for \$150.00.
28. On or about October 21, 2010, Respondents refunded a portion of Complainant's security deposit, but withheld \$150.00.

IV. ACTIONS IN THE PUBLIC INTEREST

29. Mandatory Education and Training: Within ninety (90) calendar days of the effective date of this Consent Order, Respondents agree that both Brad Carter and Julie Ward Carter will attend four (4) hours of Fair Housing Training pertaining to their obligations under the Federal Fair Housing Act and applicable state and local non-discrimination laws. The Fair Housing Training is to be conducted by HUD's Office of Fair Housing and Equal Opportunity or other appropriate state or local agency or facility approved by HUD. If Respondents wants to engage a trainer other than HUD, then written approval of the trainer must be solicited and obtained from the FHEO Regional Director (address below) at least thirty (30) calendar days prior to the commencement of the training.

¹ A labradoodle is a breed of dog that is a hybrid-cross between a Labrador Retriever and a Poodle.

30. Non-Discrimination Lease Provision: Respondents shall prepare and implement a non-discrimination provision in all their leases for all rental properties, including those managed by an outside management company or agent of the Respondents. The language of this provision shall be substantially similar with the sample non-discrimination provision found in Attachment A to this Consent Decree, and shall be agreed to by the parties within ten (10) days of the date of entry of this Consent Decree.
31. Reasonable Accommodation and Service Animal Policy: Respondents shall prepare and implement a reasonable accommodation and service animal policy in all their leases for all rental properties, including those managed by an outside management company or agent of the Respondents. This policy shall be substantially similar with the sample reasonable accommodation and service animal policy found in Attachment B to this Consent Decree, and shall be agreed to by the parties within ten (10) days of the date of entry of this Consent Decree.
32. Community Service: Within one (1) year of the effective date of this Consent Order, Respondent Brad Carter agrees to perform sixty (60) hours of volunteer work at a U.S. Department of Veterans' Affairs facility in the Sacramento, California area. Upon completion of sixty hours, Respondent Brad Carter must certify completion under penalty of perjury using the attached (Attachment C) certification to the FHEO Regional Director (address below). Within one (1) year of the effective date of this Consent Order, Respondent Julie Ward Carter agrees to perform twenty (20) hours of volunteer work at a U.S. Department of Veterans' Affairs facility in the Sacramento, California area. Upon completion of sixty hours, Respondent Julie Ward Carter must certify completion under penalty of perjury using the attached (Attachment C) certification to the FHEO Regional Director (address below).
33. Other Housing Discrimination Complaints: For a period of five (5) years from the effective date of this Consent Order, Respondent will notify HUD of any formal complaint filed against them with a local, state or federal agency regarding equal opportunity or discrimination in housing within ten (10) days of any such complaint. Respondent will provide a copy of the complaint with the notification to HUD. The notification will include the full details of the complaint, including the complainant's name, address, and telephone number. Respondent will also promptly provide HUD with all information it may request concerning any such complaint and its actual or attempted resolution.

V. MONETARY RELIEF

34. Within thirty (30) calendar days after the effective date of this Consent Order, Respondents shall pay a total of one hundred fifty dollars (\$150.00) to Thomas Burton. This payment represents the \$150.00 retained by Respondents from Complainant's security deposit and must be in the form of a certified or cashier's check payable to Thomas Burton. The check should be sent to:

Matt Mussetter
U.S. Department of Housing & Urban Development
1670 Broadway, 25th Floor
Denver, CO 80202

35. Within forty-five (45) calendar days after the effective date of this Consent Order, Respondents shall donate a total of one thousand dollars (\$1,000.00) to a charity whose mission is to serve disabled veterans. Respondents must obtain written approval of the charity from the FHEO Regional Director (address below) at least fifteen (15) calendar days prior to making the donation. Respondents shall forward to the FHEO Regional Director (address below) objective evidence of the donation, including a copy of the certified or cashier's check presented to the disabled veterans' organization, within ten (10) calendar days of the donation

VI. MUTUAL RELEASE

36. In consideration of the execution of this Consent Order, and other good and valuable consideration, Complainant hereby forever waives, releases, and covenants not to sue Respondents, their successors, assigns, agents, employees and attorneys with regard to any and all claims, damages, and injuries of whatever nature whether presently known or unknown, with respect to the Complaint arising out of the subject matter of HUD Case Number 08-11-0182-8.
37. In consideration of the execution of this Consent Order, Respondents hereby forever waives, releases, and covenants not to sue HUD, its successors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 08-11-0182-8 or which could have been filed in any action or suit arising from said subject matter.

VII. NON-RETALIATION

38. Respondents acknowledges they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Consent Order, and a statutory violation of the Act.

VIII. REPORTING AND RECORDKEEPING

39. Respondents shall forward to the FHEO Regional Director (address below) objective evidence of the successful completion of Fair Housing Training, in the form of a certificate or a letter from the entity conducting the training, within ten (10) calendar days of the completion of the training, as evidence of compliance with Paragraph 29 of this Consent Order.
40. Within thirty (30) calendar days of the effective date of this Consent Order, Respondents shall forward to the FHEO Regional Director (address below) a certification confirming the completion of the requirements in Paragraphs 30 and 31.
41. Respondents shall forward to the FHEO Regional Director (address below) objective evidence of completion of the requirements of Paragraph 35, including a copy of the certified or cashier's check presented to the disabled veterans' organization, within ten (10) calendar days of the donation.
42. All required notifications, certifications, and documentation of compliance must be submitted to:

Evelyn Meininger, FHEO Regional Director
Region VIII
Office of Fair Housing and Equal Opportunity
1670 Broadway Avenue, 23rd Floor
Denver, CO 80202

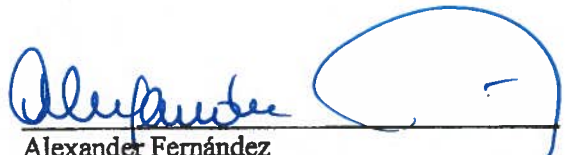
IX. COMPLIANCE

43. HUD shall determine compliance with the terms of this Consent Order.
44. During the term of this Consent Order, FHEO may review compliance with this Consent Order, subject to and in accordance with HUD regulations. As part of such review, FHEO may, upon providing advance notice of said inspection, inspect Respondents' property, examine witnesses, and copy pertinent records of Respondents.
45. Respondents agree to provide its full cooperation in any compliance review undertaken by HUD to ensure compliance with this Consent Order.
46. Upon a breach of any provision of this Consent Order, HUD may petition the United States Court of Appeals for the Tenth Circuit for the enforcement of the final decision and for appropriate temporary relief or a restraining order in accordance with 42 U.S.C. § 3612(j).

X. ADMINISTRATION

47. This Consent Order shall remain in effect for a period of five (5) years from its effective date.
48. For purposes of this Consent Order, the effective date of this Consent Order is the date that this Consent Order is signed by the HUD ALJ.
49. This Consent Order is entered pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.450. This Consent Order shall become final upon the expiration of thirty (30) calendar days from the date of its issuance or affirmance by the Secretary within that time. 42 U.S.C. § 3612(h); 24 C.F.R. § 180.680(b)(2).

Signed this 13th day of December, 2011.


Alexander Fernández
United States HUD Administrative Law Judge

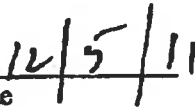
SIGNATURE PAGE

The parties acknowledge that they have read this *Initial Decision and Consent Order* and that they voluntarily sign it with a full understanding of the rights it confers and the responsibilities it imposes on them.

Respondent:



Brad Carter


Date

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SIGNATURE PAGE

The parties acknowledge that they have read this *Initial Decision and Consent Order* and that they voluntarily sign it with a full understanding of the rights it confers and the responsibilities it imposes on them.

Respondent:


Julie Ward Carter


12.6.11
Date

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SIGNATURE PAGE

The parties acknowledge that they have read this *Initial Decision and Consent Order* and that they voluntarily sign it with a full understanding of the rights it confers and the responsibilities it imposes on them.

Respondents' Representative:



Jerald V. Hale, Attorney

12/6/11
Date

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SIGNATURE PAGE

The parties acknowledge that they have read this *Initial Decision and Consent Order* and that they voluntarily sign it with a full understanding of the rights it confers and the responsibilities it imposes on them.

Complainant:

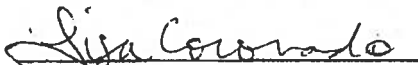
Thomas A. Burton
Thomas Burton

12/06/2011
Date

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SIGNATURE PAGE

For the Secretary, United States Department of Housing and Urban Development:



Lisa Coronado
Acting Regional Counsel, Region VIII

12/16/11
Date

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ATTACHMENT A

NONDISCRIMINATION POLICY

It is our policy to comply with the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, by ensuring that dwelling units are available to all persons. The owners and their agents and employees are forbidden from discriminating against anyone in any aspect of renting housing because of race, color, religion, national origin, gender (sex), familial status (children under age 18 in the household), and disability (handicap) or need for reasonable accommodation or modification. Among other things, tenants and applicants for tenancy may not be evicted, denied housing, or treated differently than others based on any of these criteria. The owner/manager will consider all applications, for rental housing and provide all services equally without regard to any of these criteria. Further, the owner/manager will not make or publish discriminatory statements of advertisements.

Harassment because of race, color, religion, national origin, gender (sex), familial status (children under age 18 in the household), and disability (handicap) or need for reasonable accommodation or modification or exercise of protected fair housing rights is forbidden by this policy and by the law. Tenants and their guests have the right not to be discriminated against or harassed by management or other tenants or guests. Any complaints of harassment or discrimination will be investigated by management and violations treated as lease violations, which may result in eviction.

A tenant or applicant for tenancy is entitled to a reasonable accommodation in any rule, practice, policy or service of the owner/manager of this residential rental facility when the reasonable accommodation is needed because of the disability of the applicant, tenant, or any person associated with the tenant, such as a guest. Tenants or applicants may make oral or written requests for reasonable accommodations, as outlined in our reasonable accommodation procedures (attached). If an accommodation is needed because of a disability and is reasonable it must be granted. An accommodation is reasonable when it does not create an undue financial or administrative burden and does not fundamentally change the housing program. When a tenant receives a reasonable accommodation, the regular rules, practices, policies, and services are still followed for tenants who do not need the accommodation for disability. Under some circumstances, a tenant or prospective tenant with a disability may also make reasonable modifications of existing premises if they may be necessary to afford the person with the disability full enjoyment of the premises of the dwelling.

A disability is a physical or mental impairment which substantially limits one or more major life activities. Most serious medically-treated conditions are considered disabilities. The tenant, prospective tenant or applicant may be asked for information to certify the need for the reasonable accommodation. Such information will be kept confidential.

ATTACHMENT B

REASONABLE ACCOMMODATION POLICY

We are committed to granting reasonable accommodations to our rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities² the equal opportunity to use and enjoy our rental properties. A reasonable accommodation is a change or exception to a rule or policy that is needed because of a person's disability. For example, a housing provider that has a policy of not assigning parking spaces must make an exception to this policy in order to grant an assigned parking space to an individual who is substantially limited in his ability to walk.

One common type of reasonable accommodation is allowing a person with a disability to keep an assistance animal. An assistance animal is an animal that works, provides assistance, performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. We recognize the importance of assistance animals, and we are dedicated to ensuring that individuals with assistance animals may keep them in our rental properties.

We will not deny a request to keep an assistance animal solely because the animal has not received formal training. Some assistance animals, known as service animals, are trained by professionals, their owners, or someone else to work or perform tasks for individuals with disabilities. Other assistance animals, however, do not require any special training. The relevant question is whether the animal performs the assistance or provides the benefit needed by the person with a disability.

If an individual requests to keep an assistance animal, we will not ask about the nature or extent of the person's disability. Many times, it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability, such as a dog guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability to an individual with a mobility disability. If this is the case, then we will not make any inquiries at all and the reasonable accommodation will be granted.

If it is not readily apparent that an animal is trained to aid an individual with a disability, then we will need to make a few inquiries before granting the reasonable accommodation. We will first ask if the animal is required because of a disability and what work or task the animal has been trained to perform. We will not, however, require documentation that an animal is trained or certified or licensed as a service animal.

² For this purpose, a person with a disability is defined as a person with a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment. Physical or mental impairments include, but are not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term "substantially limits" suggests that the limitation is significant or to a large degree. The term "major life activity" means those activities that are of central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

If the animal is not trained to perform specific tasks for individuals with disabilities, then we will ask for a statement from a health or social service professional, such as a doctor, physician's assistant, psychologist, or social worker, that the individual has a disability and the designated animal provides emotional support or other assistance that alleviates one or more symptoms or effects of the person's disability. We will not ask for information about a person's disability or information about the symptoms or effects of the disability that will be alleviated by the assistance animal. In no case will a person requesting to keep an assistance animal as a reasonable accommodation be charged any fee, deposit, or other charge for making the request or for keeping the animal. Since individuals with disabilities are entitled to keep and use assistance animals in our units, it is our policy to make the process of obtaining approval to keep an assistance animal as least burdensome as possible.

You may obtain a form to request a reasonable accommodation via our property management company, _____. If you require assistance in completing the form, they will assist you in filling out the form or will fill out a form based on an oral request. We are using this form to record reasonable accommodation requests so that we obtain only the information that is necessary for a reasonable accommodation decision and do not obtain confidential information that we do not need to make a reasonable accommodation decision.

All requesters shall be notified in writing of a decision within 10 days of the request. Prior to denying a request, the RAC will attempt to engage in an interactive process with the requester in which the parties discuss possible alternative accommodations that might effectively meet the individual's disability-related needs. We recognize that an individual with a disability is generally in the best position to know whether or not a particular accommodation will be effective in meeting his or her needs. If the request is denied, an explanation for the denial will be provided in the written notification. If an individual with a disability believes that the request is denied unlawfully or that the response is delayed unreasonably, then he or she may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
451 7th St. SW, Washington DC 20410
Telephone: 1-800-669-9777
Website: <http://hud.gov/complaints/>

FORM TO REQUEST A REASONABLE ACCOMMODATION

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to our property management company, _____ . Check all items that apply and answer all questions. We will answer this request in writing within 10 days (or sooner if the situation requires an immediate response). If you require assistance in completing this form, contact our property management company, _____ for assistance or to make an oral request for a reasonable accommodation.

Name: _____

Today's Date: _____

The person who has a disability requiring a reasonable accommodation is (please check one):

Me: _____ A person associated or living with me: _____

Name of person with disability: _____

Phone #: _____

Address: _____

I am requesting the following change in a rule, policy, practice, or service so that a person with a disability can have an equal opportunity to use and enjoy the premises:

This reasonable accommodation is needed because:

If the request is to keep an assistance animal:

(1) Designate the species, e.g., "dog," "cat," "bird" _____

(2) If the request is to keep an animal that is trained to perform work or do tasks for an individual with a disability:

Is the animal required because of a disability? Yes: _____ No: _____

State at least one task or type of work that the animal has been trained to perform

-OR-

If the request is to keep an animal that is not trained to perform work or do tasks for an individual with a disability, provide a statement from a health or social service professional indicating the existence of a disability and that the presence of the animal alleviates one or more identified symptoms or effects of the person's disability. A form which can be provided to a health or social service professional will be provided to you by our property management company, _____.

Signature of Person Making Request

Date

To be completed by our property management company, _____:

Form accepted by _____

Date

Signature

**FORM TO BE COMPLETED BY PROPERTY MANAGEMENT COMPANY IF
REQUESTER IS UNABLE TO COMPLETE WRITTEN FORM**

On _____ [date], _____ [name] orally requested the following reasonable accommodation:

I, _____:

____ Gave the requester the applicable form and offered to assist in filling it out

____ Granted the request

____ Explained that the request could not be evaluated until the following additional information is provided:

Signature of Individual Completing Form

Date

Requester's Address: _____

Requester's Telephone Number: _____

**FORM FOR HEALTH OR SOCIAL SERVICE PROFESSIONAL
IF REQUESTING TO KEEP AN ASSISTANCE ANIMAL**

On _____ [date], _____ [name] requested the reasonable accommodation of keeping the following animal in his home: _____. Please complete this form to assist us in determining whether or not to grant the requested accommodation.

_____ has a disability³: Yes: _____ No: _____

Does the presence of the designated animal alleviate one or more identified symptoms or effects of the person's disability?

Yes: _____ No: _____

Name

Date

Signature

Title

When completed, return this form to:

³ For this purpose, a person with a disability is defined as a person with a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment. Physical or mental impairments include, but are not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term "substantially limits" suggests that the limitation is significant or to a large degree. The term "major life activity" means those activities that are of central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION REQUEST

Dear _____:

Address: _____

Phone: _____

On _____ [date], you requested the following reasonable accommodation [describe request]:

We have (check all that apply):

Approved your request. The following reasonable accommodation will be permitted:

The change is effective immediately.

The reasonable accommodation is not effective immediately because [list reason(s) accommodation cannot be implemented immediately]

We anticipate that the change will be made by _____ [date], and we will notify you if we discover that there will be a delay.

Can neither approve nor deny your request without the following additional information:

_____ **Denied** your request. We have denied your request because [check at least one]:

_____ You do not have a disability

_____ The requested accommodation is not related to your disability

_____ Granting the request would impose an undue financial and administrative burden or would fundamentally alter the nature of our operations

We used these facts to deny your request:

If you disagree with this decision you may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
451 7th St. SW, Washington DC 20410
Telephone: 1-800-669-9777
Website: <http://hud.gov/complaints/>

Sincerely,

Signature: _____ Date _____

Name: _____ Title: _____

ATTACHMENT C

CERTIFICATION OF COMPLETION OF COMMUNITY SERVICE

Under the penalty of perjury, I, _____, certify that I have completed _____ hours of community service as reflected below at a U.S. Department of Veterans' Affairs facility in the Sacramento, California area to satisfy my obligation under the terms of the Consent Order in Burton v. Carter, HUDALJ 11-F-077-FH-36. I understand that any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Date	Number of Hours	Location

Respondent

Date