

The Secretary, United States Department of  
Housing and Urban Development, on behalf  
of Fair Housing Center of Washington,

and

Intervenor,

V.

Respondents.

December 19, 2011

The Charge alleged that in November, 2008, FHCW conducted a telephone test based on a random audit of a posting on Craigslist that stated "NO PETS ALLOWED", identified the subject property and provided telephone numbers to call for information. The Tester called a telephone number in the posting, inquired about the rental unit, then stated that she was disabled

and had a service dog. Respondent Welch replied that they do not accept dogs and stated Respondent Miller did not allow a dog for another woman with a disability. Based on the November 2008 test, FHCW determined that additional testing was warranted. In July 2009 FHCW conducted another test for housing discrimination based on disability and found that Respondent Welch again informed the tester that Respondent Miller would not allow dogs on the property or grant a reasonable accommodation for a service dog.

Respondents deny that they responded as alleged in the Charge or that they violated the Fair Housing Act. Respondents agree to settle the claims in the underlying action by entering into this Initial Decision and Consent Order ("Consent Order") in order to avoid the additional cost and expense of litigation. Charging Party and Intervenor also agree to enter into this Initial Decision and Consent Order in order to avoid the additional costs and expense of litigation. The entry of this Consent Order shall not be deemed as an admission of fault or liability by Respondents.

## **II. GENERAL PROVISIONS**

- A. 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. The parties acknowledge that they have read and fully understand the significance of the provisions of this Consent Order and their obligations under it.
- B. The parties and counsel 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 individual signature pages to be attached to the body of the Consent Order to constitute one document to be filed with the Office of Administrative Law Judges. Signatures of the parties to this Consent Order may be executed by way of facsimile or electronic transmission.
- C. The parties agree that the Charging Party shall file with the ALJ a Joint Motion for Entry of an Initial Decision and Consent Order, along with the Initial Decision and Consent Order, after the Consent Order is executed by all parties.
- D. This Consent Order is binding upon Charging Party, Intervenor, and Respondents, their employees, successors, agents, assigns and all others in active concert with the above named parties in operation of their business and in the operation of the subject property and all other residential rental properties owned or operated by Respondent Miller. This Consent Order is a full settlement of all claims by the Charging Party and Intervenor in any way related to the allegations set forth in the subject Charge of Discrimination.
- E. 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, by any other complainants within HUD's jurisdiction.

F. Pursuant to 24 C.F.R. § 180.680(a), the parties understand that this Consent Order shall be a public document.

G. The signatures of the parties to this Consent Order constitute a waiver of any right to apply for additional attorney's fees or costs pursuant to 24 C.F.R. § 180.705. Each party is responsible for its own attorney's fees and costs.

### **III. INDIVIDUAL RELIEF**

On or before December 15, 2011, Respondent Miller shall pay to Intervenor FHCW the sum of \$6,000. Such payment shall be by certified check pay to the order of "Fair Housing Center of Washington" and shall be sent to 1517 South Fawcett, Suite 250, Tacoma, Washington 98402. Within 90 days of the entry of this Consent Order, Respondent Miller, Respondent Welch and all employees or individuals acting under their direction shall attend training conducted by FHCW and shall, within 14 days of receiving an invoice from FHCW, pay \$700 directly to FHCW for the training. Additionally, within two years of the entry of this Consent Order, FHCW shall conduct four fair housing discrimination tests on the subject property and will invoice Respondent Miller when the testing occurs. Respondent Miller agrees that she will pay \$700 per test when the testing occurs and within 14 days of receiving an invoice from FHCW, for a total of \$2,800 within two years of the entry of this Consent Order.

### **IV. CIVIL PENALTY**

HUD has not sought a civil penalty against either Respondent Miller or Respondent Welch in this case and, as such, no civil penalty shall be assessed against either Respondent for the allegations set forth in the subject Charge of Discrimination.

### **V. ACTIONS IN THE PUBLIC INTEREST**

#### **A. Injunction from Discrimination**

- i. Respondents, their agents, employees, successors, members and assigns, and all other persons in active concert or participation with any of them, are hereby enjoined from:
  - i. Making, printing, or publishing, or causing to be made, printed or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination as proscribed by the Fair Housing Act, as amended, 42 U.S.C. § 3604(c).
  - ii. Discriminating in the sale or rental, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of a disability as proscribed in the Fair Housing Act, as amended, 42 U.S.C. § 3604(f)(1);

- iii. Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability as proscribed in the Fair Housing Act, as amended, 42 U.S.C. § 3604(f)(2);
  - iv. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling as proscribed in the Fair Housing Act, as amended, 42 U.S.C. § 3604(f)(3)(B);
2. Respondents shall not maintain any rules or policies or issue any documents that suggest that a resident or potential resident must sign a medical release in order to be granted a reasonable accommodation to any of Respondent Miller's rules, policies, procedures, or services at any of her residential rental properties. If the need for a reasonable accommodation is not readily apparent or known, Respondent Miller may request only information that is necessary to evaluate the disability-related need for the accommodation.
  3. Respondent Miller will immediately discontinue the prior practices at her residential rental properties regarding processing requests for a waiver to the no pets policy based on reasonable accommodations for persons with disabilities.

**B. Adoption and Implementation of Reasonable Accommodation Policy**

1. Within 30 days of the entry of this Consent Order, Respondent Miller shall adopt and implement the specific guidelines provided in Appendix A through E for receiving and handling requests for reasonable accommodations made by individuals with disabilities, collectively entitled "Reasonable Accommodation Policy" at all of her residential rental properties.
2. Respondent Miller shall, no later than 10 days after its adoption, notify in writing each resident of her residential rental properties of the adoption and implementation of the Reasonable Accommodation Policy and shall provide a copy of the policy with such notification.
3. Respondent Miller shall post the portion of the Reasonable Accommodation Policy found in Appendix A in her property management office in a conspicuous location, easily viewable to residents and prospective residents.

**C. Mandatory Education and Training**

1. Within 90 days of the entry of this Consent Order, Respondent Miller shall provide a copy of this Consent Order and the Reasonable Accommodation Policy to each of her principals, agents, contractors, and employees involved in managing any residential rental properties or involved in enforcing any of Respondent Miller's rules or regulations. Within 5 days after new employees, agents, contractors or other persons

acting under their direction become involved in managing any of Respondent Miller's residential rental properties or enforcing any of Respondent Miller's rules or regulations, Respondent Miller shall provide a copy of the Consent Order and Reasonable Accommodation Policy to each such person. Respondent Miller shall secure a signed statement, in the form set forth in Appendix F, from each principal, agent, contractor, employee, or other person who acts under their direction acknowledging that he or she has received and read the Consent Order and Reasonable Accommodation Policy.

2. Within 90 days of the entry of this Consent Order, Respondent Miller, Respondent Welch and all employees or individuals acting under their direction who interact with residents or the general public shall attend a training conducted by FHCW as identified in Section III above.
3. Within 30 days in advance of the training, Respondents shall provide to the FHCW a list of each person required to receive training. Within 10 days after the training Respondents shall submit to the FHCW an attendance list and an explanation of any absences.

## **VI. REPORTING AND RECORD KEEPING**

A. Reporting. Respondent Miller shall, for the duration of this Consent Order and no later than 10 days after their occurrence, give notice and documentation to HUD (addresses listed in Section VI-C below) of the occurrence of any of these events:

1. The adoption and implementation of the Reasonable Accommodation Policy.
2. The written notification of all residential rental property residents as required in Section V-B-2 above.
3. Any denial of a reasonable accommodation request to keep an animal in the subject property, Terrace Trailers or her other residential rental properties.
4. The filing of any formal complaint against Respondent Miller with a local, state, or federal agency regarding equal opportunity or discrimination in housing. Respondents shall provide a copy of the complaint with the notification to HUD. Respondents shall also promptly provide HUD with all information it may request concerning any such complaint and its actual or attempted resolution.

B. Record Keeping. For the duration of this Consent Order, Respondent Miller shall preserve all records relating to (1) complaints against it or its agents or employees of discrimination in housing on the basis of handicap, and (2) its receipt and processing of requests for reasonable accommodations.

C. Send to: All required notifications and documentations of compliance must be submitted to HUD as follows, unless otherwise indicated:

Diane Nelson  
Director, Region X  
Office of Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
909 First Avenue, Suite 205  
Seattle, WA 98104-1000

Mona Fandel  
Regional Counsel  
Office of Regional Counsel, Region X  
U.S. Department of Housing and Urban Development  
909 First Avenue, Suite 260  
Seattle, WA 98104-1000

## VII. COMPLIANCE

A. During the term of this Consent Order, HUD may review compliance with this Consent Order. As part of such review, HUD may, upon providing three (3) days prior notice to Respondent Miller of said inspection, inspect Respondents' property, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any review undertaken by HUD to ensure compliance with this Consent Order.

B. Upon a breach of any provision of this Consent Order, and with three (3) days prior notice to Respondent Miller of HUD's intent to refer the matter to the Department of Justice, HUD may refer this matter to the Department of Justice to petition the United States Court of Appeals for the Ninth Circuit to enforce the Consent Order and for any other appropriate relief in accordance with 42 U.S.C. § 3612(j). The Fair Housing Center of Washington may likewise seek enforcement or any remedy permitted by law.

## VIII. ADMINISTRATION

A. This Consent Order shall remain in effect for a period of two years from its effective date.


B. This Consent Order is entered pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.450. The effective date of the Consent Order shall be the date it becomes final, *i.e.*, upon the expiration of 30 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).

C. The signatures of the parties to this Consent Order constitute a waiver of any right to withdraw their consent during the 30 day Secretarial review period, and a waiver of any right to challenge the validity of the Consent Order at any time.

RESPONDENTS:

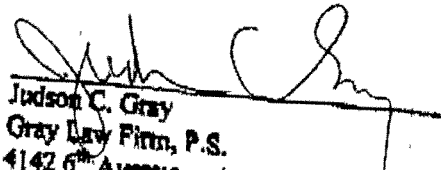
  
Deidra Miller

12/8/11  
Date

  
Claudia Welch

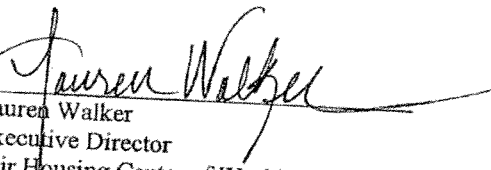
12-8-11  
Date

COUNSEL FOR RESPONDENTS:

  
Judson C. Gray  
Gray Law Firm, P.S.  
4142 6<sup>th</sup> Avenue  
Tacoma, WA 98406  
Office: 253-759-1141  
Fax: 253-759-1447  
Email: jgrayattorney@charbonnet.com


12/13/11  
Date

COMPLAINANT/INTERVENOR:

  
Lauren Walker  
Executive Director  
Fair Housing Center of Washington  
1517 S. Fawcett, Suite 250  
Tacoma, WA 98402


12/5/11  
Date

COUNSEL FOR INTERVENOR:

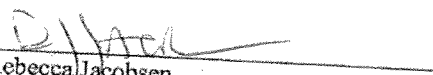
  
Jesse Wing  
MacDonald Hoague & Bayless  
705 Second Avenue, Suite 1500  
Seattle, WA 98104  
Office: 206-622-1604  
Fax: 206-343-3961  
Email: jessew@mhb.com

12/13/11

COUNSEL FOR THE CHARGING PARTY, UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT:

  
Mona Fandel  
Regional Counsel  
Office of Regional Counsel, Region X  
U.S. Department of Housing and Urban Development  
909 First Avenue, Suite 260  
Seattle, WA 98104-1000

12/14/2011  
Date

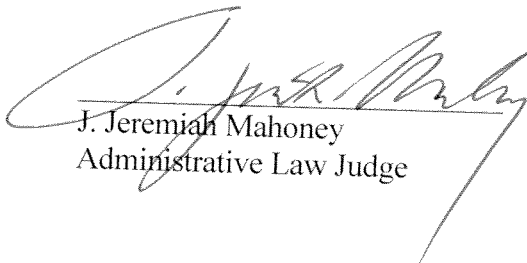
  
Rebecca Jacobsen  
Trial Attorney  
Office of Regional Counsel, Region X  
U.S. Department of Housing and Urban Development  
909 First Avenue, Suite 260  
Seattle, WA 98104-1000

12/14/2011  
Date

**IX. ORDER OF THE COURT**

The hearing in this matter was scheduled for January 17, 2012. The parties notified the Court on November 23, 2011, that settlement discussions were underway. On December 14, 2011, the parties filed a motion for entry of this Consent Order, incorporating the terms of their agreement. The agreement appears to be in the public interest and all parties have signed it. Accordingly, the terms of the Consent Order are hereby entered.

So **Ordered**, this 19th day of December, 2011.



J. Jeremiah Mahoney  
Administrative Law Judge

## APPENDIX A

### 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 disabilities<sup>1</sup> the equal opportunity to use and enjoy their dwellings or common areas. 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 residential 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.

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<sup>1</sup> 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 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.

If the animal is not trained to perform 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 units and common areas, 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 at \_\_\_\_\_ office. If you require assistance in completing the form, we 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, we 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  
909 First Avenue, Suite 205  
Seattle, WA 98104-1000  
800-877-0246 or 206-220-5170  
Website: <http://hud.gov/complaints/>

## APPENDIX B

### 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 \_\_\_\_\_. 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 us 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:

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

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**-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.

\_\_\_\_\_  
Signature of Person Making Request

\_\_\_\_\_  
Date

To be completed by rental property owner or designee:

Form accepted by \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

APPENDIX C

FORM TO BE COMPLETED BY PROPERTY OWNER OR DESIGNEE IF  
REQUESTER IS UNABLE TO COMPLETE WRITTEN FORM

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_ [name]:

\_\_\_\_ 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]

\_\_\_\_\_  
Date

Requester's Address \_\_\_\_\_

Requester's Telephone Number \_\_\_\_\_

## APPENDIX D

### 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 disability<sup>2</sup>: Yes \_\_\_\_\_ No \_\_\_\_\_

The presence of the designated animal alleviates one or more identified symptoms or effects of the person's disability? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

When completed, return this form to:

Attention: Reasonable Accommodation Request  
Address:

<sup>2</sup> 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.

APPENDIX E

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 [You must 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:

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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  
909 First Avenue, Suite 205  
Seattle, WA 98104-1000  
800-877-0246 or 206-220-5170  
Website: <http://hud.gov/complaints/>

Sincerely,

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## APPENDIX F

### Acknowledgement of Receiving and Reviewing Consent Order and Reasonable Accommodation Policy

I acknowledge on \_\_\_\_\_, I received a copy of the Consent Order entered into in HUD, FHCW v. Deidra Miller and Claudia Welch, HUDALJ 11-M-072-FH-32, and the Reasonable Accommodation Policy. I have read and understand the Consent Order and the Reasonable Accommodation Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Indicate Job Title

\_\_\_\_\_  
Date