No. 17-3769

IN THE UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT

ROBYN EDWARDS, *et al.*,

Plaintiffs-Appellants

v.

GENE SALTER PROPERTIES & SALTER CONSTRUCTION, INC., *et al.*,

Defendants-Appellees

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

BRIEF FOR THE UNITED STATES AS *AMICUS CURIAE* IN SUPPORT OF PLAINTIFFS-APPELLANTS

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INTEREST OF THE UNITED STATES

This appeal concerns the proper interpretation of the reasonable accommodation provision of the Fair Housing Act (FHA), as amended, 42 U.S.C. 3604(f)(3)(B), as applied to a housing provider's refusal to grant an exception to its income verification policy in connection with a rental application. The Department of Justice and the Department of Housing and Urban Development share enforcement authority under the FHA, 42 U.S.C. 3610, 3612, 3614, and the government has participated as *amicus curiae* in other cases involving

interpretation of the FHA's reasonable accommodation provision. See, *e.g.*, *Valencia* v. *City of Springfield*, No. 17-2773, 2018 WL 1095954 (7th Cir. Mar. 1, 2018). The United States thus has a direct and substantial interest in the resolution of this appeal. The United States files this brief as *amicus curiae* under Federal Rule of Appellate Procedure 29(a).

STATEMENT OF THE ISSUE AND APPOSITE AUTHORITIES

The United States will address the following question:

Whether a housing provider's refusal to grant a person with a disability an exception to its policy against accepting certain forms of income verification (including proof of Social Security Disability Insurance) for a rental application violates the reasonable accommodation requirement of the FHA.

- 42 U.S.C. 3604(f)(3)(B)
- *Giebeler* v. *M & B Associates*, 343 F.3d 1143 (9th Cir. 2003)
- *Schwarz* v. *City of Treasure Island*, 544 F.3d 1201 (11th Cir. 2008)
- *Cinnamon Hills Youth Crisis Ctr., Inc.* v. *Saint George City*, 685 F.3d 917 (10th Cir. 2012)
- *Gomez* v. *Quicken Loans*, 629 F. App'x 799 (9th Cir. 2015)

STATEMENT OF THE CASE

This case involves a private complaint by plaintiffs-appellants Robyn Edwards and her mother, Mikki Adams, against the defendant-appellee Gene

Salter Properties, Inc. (GSP), a property management company, for unlawful housing discrimination on the basis of disability in violation of the FHA. Plaintiffs allege that GSP discriminated against Edwards, who cannot work because of a disability, by refusing to grant an exception to its policy of accepting only three forms of income verification: pay stubs, employment offer letters, and tax returns. Such an exception would have permitted Edwards to demonstrate her ability to pay rent by documenting her income derived from Social Security Disability Insurance (SSDI) benefits. The FHA makes it unlawful discrimination to "refus[e] to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a person with a disability] equal opportunity to use and enjoy a dwelling." 42 U.S.C. 3604(f)(3)(B).

1. Factual Background

In July 2015, plaintiffs submitted rental applications to GSP for an apartment Edwards planned to share with her mother in Conway, Arkansas. Doc. 50-3, at 14-18; Doc. 50-4, at 30-37.[1] Edwards's rental application indicated in the blank for "current employer" that she is "Disabled." Doc. 50-4, at 30.[2] The

[1] Citations to "Doc. __, at __" refer to documents in the district court record, as numbered on the district court's docket sheet, and page numbers within the documents.

[2] Edwards stated in court filings that she has chronic depression, bi-polar disorder, panic and anxiety disorders, PTSD, and congenital eye disorder. Doc 25, at 4.

Guarantor Pre-Leasing Application form also lists that Edwards "receive[s] disability" in the blank for "Employer name." Doc. 50-3, at 17. The rental applications identified and documented plaintiffs' sources of income as SSDI benefits and rental income received by Edwards, and Social Security retirement benefits received by Adams. Doc. 50-3, at 14-16; Doc. 50-4, at 30-32; Doc. 23, at 45-50. These three sources of income totaled $3,193 per month, which is more than five times the monthly rent ($620) of the apartment plaintiffs applied for. Doc. 50-3, at 17; Doc. 50-4, at 30, 32; Doc. 23, at 45.

Upon receiving Edwards's rental application, GSP's property manager, Brittany Pringle, informed Edwards by e-mail that she would need a copy of Edwards's most recent tax returns to verify income. Doc. 50-4, at 37. Edwards responded that because neither she nor her mother were working, they had no "IRS/Tax information to report." Doc. 50-4, at 36.[3] Edwards explained that to verify their income, however, she was providing Social Security Administration documentation showing Edwards's income for her disability and her mother's

[3] Edwards explained that she did not file an income tax return in 2015 because she did not work in 2014 and received rental income of only $1000 for the month of December 2014, when the lease with her tenant went into effect. Doc. 55, at 2, 19; Doc. 50-4, at 23. See Internal Revenue Service, *Tax Guide 2014 For Individuals* 6 (2015) (stating filing requirements), available at https://www.irs.gov/pub/irs-prior/p17--2014.pdf. Subsequent tax filings show Edwards did not owe any tax on her yearly rental income of $12,000 for 2015 and 2016. Doc. 55, at 2, 4-15.

retirement income, along with a lease reflecting Edwards's rental income. Doc. 50-4, at 36. Pringle responded, via e-mail, that "we aren't able to qualify you based on income information you have provided." Doc. 50-4, at 36. As Pringle explained, GSP accepts only three types of income verification: pay stubs, a letter offering employment, or tax returns. Doc. 50-4, at 36. Pringle offered Edwards "the option to have a qualified guarantor (co-signer), or pay the full lease term upfront," and stated that GSP otherwise "wouldn't be able to approve the application." Doc. 50-4, at 36. Edwards then telephoned Pringle and offered to provide bank statements as proof of income, but Pringle refused. Doc. 50-4, at 21. Concluding "[t]here's nothing else I can do," Edwards abandoned her efforts to rent the apartment. Doc. 50-4, at 21.

2. Procedural Background

Proceeding *pro se* and *in forma pauperis*, plaintiffs filed a complaint in the United States District Court for the Eastern District of Arkansas alleging unlawful discrimination under the FHA and faulting defendants for refusing to accept proof of Edwards's disability income and other income. Doc. 3. The district court dismissed the action, holding that plaintiffs failed to plead sufficient facts showing discriminatory intent, adverse impact, or that Edwards's disability required the accommodation. Doc. 28. Plaintiffs appealed to this Court. Doc. 31.

This Court affirmed the dismissal of plaintiffs' disparate treatment and disparate impact claims but vacated the dismissal of their failure-to-accommodate claim. *Edwards* v. *Gene Salter Props.*, 671 F. App'x 407, 408 (8th Cir. 2016). The Court concluded that "plaintiffs sufficiently alleged that defendants violated the FHA by failing to make a reasonable accommodation necessary to afford them the equal opportunity to rent an apartment from defendants." *Ibid.* The Court added that plaintiffs may be able "to show that the requested accommodation was reasonable, even if the inability to comply with defendants' policy for documenting income was not caused by Edwards's handicap." *Ibid.* (citing *U.S. Airways, Inc.* v. *Barnett*, 535 U.S. 391, 398 (2002)).

On remand, the district court granted defendants' motion for summary judgment and dismissed plaintiffs' action with prejudice. Doc. 56. The court assumed, without deciding, that Edwards has a physical or mental impairment that substantially limits the major life activity of working. Doc. 56, at 7; see 42 U.S.C. 3602(h)(1); 24 C.F.R. 100.201 (definition of "handicap").[4] The court also noted that defendants did not dispute that plaintiffs' requested accommodation was "reasonable." Doc. 56, at 6 n.7. Nonetheless, the court concluded that the

[4] Receipt of SSDI requires proof that a person cannot work because of a long-term disability. 20 C.F.R. 404.1505. Accordingly, a person's receipt of SSDI generally indicates that the person has a "handicap" under the FHA, at least for purposes of defeating summary judgment.

requested accommodation was not necessary because plaintiffs offered "no arguments or evidence indicating that Edwards's handicap prevented her from complying with [GSP's] income-verification policy," and presented "no evidence to show that the requested modification of [GSP's] income-verification policy would have mitigated the effects of Edwards's handicap and achieved the goal of providing her equal opportunity in the housing market." Doc. 56, at 7-8. The court further concluded that the requested accommodation was not necessary because plaintiffs "refused to consider the option of obtaining a cosigner, which would have negated the need for an accommodation." Doc. 56, at 7-8.[5] Plaintiffs timely appealed. Doc. 59.

SUMMARY OF ARGUMENT

This Court should reverse the district court's decision granting summary judgment to defendants on plaintiffs' reasonable accommodation claim. The district court held that it was not "necessary" for GSP to grant plaintiffs an exception to its income verification policy. This was error.

The FHA requires housing providers to make reasonable accommodations to their policies and practices when such accommodations "may be necessary to

[5] The district court also granted summary judgment in favor of the two other named defendants, GSP's property manager, Brittany Pringle, and a related company, Gene Salter Construction, Inc. The United States takes no position on the disposition of these claims.

afford" a person with a disability "equal opportunity to use and enjoy a dwelling." 42 U.S.C. 3604(f)(3)(B). Here, there is no dispute that the requested accommodation was reasonable; the only question is whether it was "necessary." An accommodation is "necessary" where, as here, (1) the policy at issue imposes a barrier on the plaintiff because of the plaintiff's disability, and (2) the requested accommodation would alleviate or mitigate that barrier so as to provide equal access to the housing opportunity. Both prongs of that standard are satisfied here. First, GSP's policy of accepting only three forms of income verification denies Edwards an equal opportunity to rent an apartment because of her disability, which prevents her from earning employment-related income and is the reason her income derives largely from SSDI. Second, the requested accommodation would have mitigated this barrier by permitting Edwards to provide other documentation of her ability to pay rent, thereby placing her on a level playing field with non-disabled applicants who earn employment income.

The district court erred in concluding that the requested accommodation was unnecessary because Edwards declined the proffered alternatives of obtaining a co-signer or prepaying the full lease term's rent. In fact, these alternatives were not accommodations at all, but additional burdens imposed on Edwards on account of her disability. These additional burdens would have placed Edwards at a disadvantage—on an uneven playing field—as compared to similarly situated but

non-disabled individuals, who had the option of demonstrating financial responsibility through their own income, rather than seeking a co-signer. The record confirms that these alternatives were not viable options for Edwards.

ARGUMENT

THE DISTRICT COURT ERRED IN GRANTING SUMMARY JUDGMENT TO DEFENDANTS ON PLAINTIFFS' REASONABLE ACCOMMODATION CLAIM UNDER THE FAIR HOUSING ACT

The district court erred in granting summary judgment to GSP on the ground that it was not "necessary" for GSP, as a reasonable accommodation, to grant an exception to its policy against accepting certain forms of income documentation, including SSDI benefits, as proof of income in a rental application. It is unlawful discrimination under the FHA to "refus[e] to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a person with a disability] equal opportunity to use and enjoy a dwelling." 42 U.S.C. 3604(f)(3)(B); see also 24 C.F.R. 100.204. Permitting Edwards to prove her ability to pay rent by documenting her SSDI benefits was necessary to afford her an equal opportunity to rent an apartment from GSP. This Court should thus reverse the district court's decision finding that an accommodation was unnecessary.

A. The FHA Requires Housing Providers To Make Reasonable Accommodations In Their Rules, Policies, Practices, And Services

The FHA, as amended, prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, disability, and familial status. See 42 U.S.C. 3604(a)-(f). Specifically, subsection (f) of 42 U.S.C. 3604 makes it unlawful "[t]o discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of that buyer or renter," or "[t]o discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling * * * because of a handicap of that person." 42 U.S.C. 3604(f)(1)(A) and (2)(A). For purposes of subsection (f), "discrimination" includes "a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling." 42 U.S.C. 3604(f)(3)(B); see also 24 C.F.R. 100.204(a). The prohibited discrimination is thus "framed in terms of the failure to fulfill an affirmative duty—the failure to reasonably accommodate the disabled individual's limitations." *Peebles* v. *Potter*, 354 F.3d 761, 767 (8th Cir. 2004); see also *Radecki* v. *Joura*, 114 F.3d 115, 117 (8th Cir. 1997).[6]

[6] As far as we are aware, this Court has not addressed the elements of a reasonable accommodation claim under the FHA outside the context of accommodations to zoning regulations.

The accommodation requirement includes the duty to grant not only physical accommodations but also accommodations to administrative policies governing rentals. See *Giebeler* v. *M & B Assocs.*, 343 F.3d 1143, 1146-1147 (9th Cir. 2003). The accommodation requirement, moreover, necessarily means that housing providers must sometimes treat an individual "with a disability differently, *i.e.*, preferentially," as compared to a similarly situated individual who lacks that disability. *U.S. Airways, Inc.* v. *Barnett*, 535 U.S. 391, 397 (2002); accord *id.* at 413 (Scalia, J., dissenting). Indeed, the very "point of the reasonable accommodation mandate [is] to require changes in otherwise neutral policies that preclude the disabled from obtaining 'the *same* . . . *opportunities* that those without disabilities automatically enjoy.'" *Cinnamon Hills Youth Crisis Ctr., Inc.* v. *Saint George City*, 685 F.3d 917, 923 (10th Cir. 2012) (Gorsuch, J.) (citation omitted) (*Cinnamon Hills*).

In many reasonable accommodation cases, the "crux" of the dispute is "the question of reasonableness." *Hollis* v. *Chestnut Bend Homeowners Ass'n*, 760 F.3d 531, 541 (6th Cir. 2014); cf. *Barnett*, 535 U.S. at 399-402. An accommodation is "reasonable if it imposes no fundamental alteration in the nature of a program or undue financial and administrative burdens." *Hollis*, 760 F.3d at 542 (citation and internal quotation marks omitted); see also *Giebeler*, 343 F.3d at 1157. Here, there is no indication in the record that Edwards's requested

accommodation was unreasonable. Defendants do not contend that accepting Edwards's documentation of SSDI benefits would have increased the risk of non-payment of rent or imposed any additional financial and administrative burden on them. See Doc. 56, at 6 n.7.

Instead, GSP argued—and the district court held—that Edwards's requested accommodation was not "*necessary* to afford [her] equal opportunity" to rent the apartment of her choice. 42 U.S.C. 3604(f)(3)(B) (emphasis added). The necessity element takes its meaning from the statutory text and context. The relevant FHA provisions, read together, require a reasonable accommodation that, because of a person's disability, may be necessary to afford that person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f). The necessity requirement thus includes two essential elements: (1) the policy at issue imposes a barrier on the plaintiff because of the plaintiff's disability, and (2) the requested accommodation would alleviate or mitigate that barrier so as to provide equal access to the housing opportunity.

First, an accommodation may be "necessary" if the rule, policy, practice, or service at issue interposes a barrier to a person's achieving equal housing opportunities "*because* of conditions created by their disabilities." *Cinnamon Hills*, 685 F.3d at 923. Put differently, a person's need for an accommodation must be traceable to or "created by" her disability. *Schwarz* v. *City of Treasure*

Island, 544 F.3d 1201, 1226 (11th Cir. 2008). To take a well-recognized example, a landlord generally must make an exception to a no-pets policy for a blind renter who needs a seeing-eye dog to navigate the property. See 24 C.F.R. 100.204(b). Without such an accommodation, blind residents "cannot take advantage of the opportunity (available to those without disabilities) to live in those housing facilities. And they cannot *because* of conditions created by their disabilities." *Cinnamon Hills*, 685 F.3d at 923. By contrast, the FHA does not require an exception to a policy that does not burden persons with disabilities because of their disability. For example, a municipality's otherwise-valid decision to shut off water delivery to a particular land parcel does not violate the FHA's reasonable accommodation requirement if that parcel happens to include a home for the disabled. See *Wisconsin Cmty. Servs., Inc.* v. *City of Milwaukee*, 465 F.3d 737, 749 (7th Cir. 2006) (en banc) (*Wisconsin*). Put simply, "the object of the statute's necessity requirement is a level playing field in housing for the disabled." *Cinnamon Hills*, 685 F.3d at 923; accord *Wisconsin*, 465 F.3d at 749 (the statute requires that the disabled be allowed to "compete equally with the non-disabled in the housing market").

Second, to be "necessary," a requested accommodation must alleviate or mitigate the barrier preventing the person with a disability from accessing or enjoying a property in the same way as persons without disabilities. See *Schwarz*,

544 F.3d at 1226; see also *Gaona* v. *Town & Country Credit*, 324 F.3d 1050, 1056 n.7 (8th Cir. 2003). Thus, an accommodation to a no-pets policy allowing a blind resident to keep a seeing-eye dog may be necessary to allow her to enjoy her apartment in the same way as a non-disabled resident, but an accommodation allowing the blind resident to keep other pets that do nothing to mitigate the effects of her disability would not be necessary. See *Cinnamon Hills*, 685 F.3d at 923. That understanding follows from the statutory text. "If accommodations go beyond addressing these needs and start addressing problems not caused by a person's handicap, then the handicapped person would receive not an 'equal,' but rather a better opportunity to use and enjoy a dwelling, a preference that the plain language of this statute cannot support." *Schwarz*, 544 F.3d at 1226; accord *Lapid-Laurel, L.L.C.* v. *Zoning Bd. of Adjustment of Twp. of Scotch Plains*, 284 F.3d 442, 460 (3d Cir. 2002) (Becker, C.J., joined by Alito, J.) ("[I]f the proposed accommodation provides no direct amelioration of a disability's effect, it cannot be said to be necessary.") (citation and quotation marks omitted).

B. A Reasonable Accommodation Was Necessary To Afford Plaintiffs An Equal Opportunity To Rent An Apartment From GSP

Here, Edwards requested that GSP grant her a reasonable accommodation by accepting proof of her non-employment income, including SSDI benefits, to verify her ability to pay rent. An accommodation was necessary to afford Edwards an equal opportunity to rent an apartment from GSP because (1) GSP's employment-

centered policy for verifying financial responsibility imposed a barrier on Edwards because of her disability, which prevents her from working and earning employment income, and (2) an accommodation would alleviate or mitigate that barrier so as to provide her equal access to the housing opportunity, because allowing her to verify her financial responsibility through non-employment income would allow her to compete on a level playing field with similarly situated but non-disabled rental applicants.

First, GSP's income-verification policy imposed a barrier on Edwards because of her disability. Two of the three forms of income verification accepted by GSP are expressly linked to employment: pay stubs and employment offer letters. Edwards cannot comply with those methods of income verification *because* she has a disability that prevents her from working. See 42 U.S.C. 423(d)(1)(A) (making SSDI available to persons with an "inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment"); see also 20 C.F.R. 404.1505 (similar). GSP also accepts a tax return as a form of income verification. But a person with no employment income and only a modest amount of other income derived largely from Social Security benefits does not owe any tax and is not required to file a tax return. See Internal Revenue Service, *Tax Guide 2014 For Individuals* 6 (2015) (stating filing requirements for the year at issue), available at https://www.irs.gov/pub/irs-

prior/p17--2014.pdf. At best, the only way for Edwards to comply with GSP's income-verification policy was through the counterintuitive and impractical step of having voluntarily filed a pointless tax return for the previous calendar year. There is thus a direct connection between Edwards's disability and her inability to comply with GSP's income-verification policy, such that her requested exception to that policy was "necessary."[7]

Second, allowing Edwards to submit proof of SSDI income would alleviate or mitigate the barrier created by her disability so as to provide her equal access to the housing opportunity. This accommodation would place her on an equal footing with renters without a disability, who typically can prove financial responsibility with documentation of employment income in one of the three ways allowed by GSP. Critically, Edwards does not seek to pay any less rent than a non-disabled person; she seeks only to verify her ability to pay rent in a different—and certainly reasonable—manner. The accommodation thus would simply have allowed her to compete on a level playing field in the housing market—precisely what the

[7] GSP argued below that the requested accommodation was not necessary because Edwards should have filed a tax return in 2015 reporting her 2014 rental income. Doc. 51, at 16-17. As the district court recognized, however, GSP did not claim that a tax return reporting the rental income Edwards received in 2014 (of only $1000) would have satisfied its income verification policy. Doc. 56, at 8 n.8. That Edwards did not file a tax return in 2015, therefore, does not make the requested accommodation any less necessary to afford her an equal opportunity to rent an apartment from GSP.

reasonable accommodation provision requires. See *Cinnamon Hills*, 685 F.3d at 923; *Wisconsin*, 465 F.3d at 749.

Plaintiffs' position is strongly supported by the only court of appeals decision addressing a factually similar situation: the Ninth Circuit's decision in *Giebeler*. Like this case, *Giebeler* involved a plaintiff with disabilities who would have qualified to rent an apartment if the owners made an exception to their general income-verification policy—in that case a prohibition on co-signers. See 343 F.3d at 1145-1146. The court of appeals held that the FHA's reasonable accommodation provision required the housing provider to accommodate the plaintiff's inability to prove financial responsibility in accordance with the housing provider's general policy. *Id.* at 1148-1159.

Giebeler confirmed that the need for an accommodation to an income-verification policy is traceable to an individual's disability when the plaintiff is unable to work because of disability. 343 F.3d at 1147-1148. The court concluded that defendants' "relaxation of their no cosigner policy 'may be necessary' to afford Giebeler equal opportunity to use and enjoy a dwelling" because the "landlord's policy entirely prevent[ed] a tenant from living in a dwelling," and the "refusal to [grant the requested accommodation] denie[d] him an opportunity for which he would otherwise be qualified." *Id.* at 1155-1156.

If anything, the case for the accommodation sought here is even stronger because, unlike in *Giebeler*, plaintiffs requested a change in policy so that they could show *their own* financial ability to pay. Here, by refusing to accept proof of Edwards's SSDI income, GSP denied her an equal opportunity to rent an apartment for which she appears to be financially qualified, triggering Edwards's need for a reasonable accommodation.

C. The District Court Erred In Finding That Plaintiffs' Requested Accommodation Was Unnecessary

The district court erred in finding that GSP offered plaintiffs alternatives to its income-verification policy—namely recruiting a co-signer or paying the lease up front—that "would have negated the need for an accommodation." Doc. 56, at 8. As an initial matter, GSP's proposals were not actually accommodations at all to its policy for verifying a prospective renter's income, as required by Section 3604(f)(3)(B); rather, GSP's proposals that plaintiffs obtain a co-signer or prepay the lease term would have imposed *additional* burdens on plaintiffs that non-disabled applicants did not have to bear.

In any event, regardless of how the co-signer and prepayment alternatives are framed, GSP's income-verification policy as a whole burdens Edwards because of her disability. At best, Edwards could hypothetically comply with one of the three methods for verifying her own income (filing an unnecessary tax return), while similarly situated non-disabled renters would have the option of all three.

And even if obtaining a co-signer or coming up with enough money to prepay the lease could be considered accommodations, they are not reasonable accommodations that would allow plaintiffs to compete on a level playing field for housing. Cf. *Gomez* v. *Quicken Loans*, 629 F. App'x 799, 801 (9th Cir. 2015) (holding that plaintiff stated a claim under the FHA against a mortgage lender by alleging that applicants receiving SSDI were subject to a more burdensome standard of proof of income than other applicants).

The record contains ample evidence precluding summary judgment for GSP on the question whether the co-signer or prepay options were viable alternatives for plaintiffs. Edwards testified at her deposition that obtaining a co-signer was "not an option" because she did not "know anybody really who could ever qualify" as one. Doc. 50-4, at 24-25. Although she remarked that her son "makes good money," Edwards noted that "unfortunately, his credit is not such that he can co-sign for me." Doc. 50-4, at 24-25. She also explained that "paying all the rent up front for a year" was also "not an option" financially. Doc. 50-4, at 25. The district court inexplicably cited this very explanation as evidence that an accommodation was not necessary to afford Edwards an equal opportunity to rent the apartment. Doc. 56, at 8. To the contrary, this evidence supports plaintiffs' claim and was more than sufficient to preclude summary judgment for defendants.

CONCLUSION

For the foregoing reasons, this Court should reverse the district court's grant of summary judgment to defendant-appellee Gene Salter Properties on plaintiffs' reasonable accommodation claim under the FHA.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I certify that the foregoing BRIEF FOR THE UNITED STATES AS *AMICUS CURIAE* IN SUPPORT OF PLAINTIFFS-APPELLANTS:

(1) complies with Federal Rules of Appellate Procedure 29 and 32(a)(7), because it contains 4,272 words, excluding the parts of the brief exempted by Federal Rule of Appellate Procedure 32(f); and

(2) complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the type style requirements of Federal Rule of Appellate Procedure 32(a)(6) because it has been prepared in a proportionally spaced typeface using Word 2016, in 14-point Times New Roman font.

(3) was scanned for viruses using Symantec Endpoint Protection version 12.1.6, and it is virus-free.

s/ Francesca Lina Procaccini
FRANCESCA LINA PROCACCINI
Attorney

Date: March 8, 2018

CERTIFICATE OF SERVICE

I hereby certify that on March 8, 2018, I electronically filed the foregoing BRIEF FOR THE UNITED STATES AS *AMICUS CURIAE* IN SUPPORT OF PLAINTIFFS-APPELLANTS with the Clerk of the Court for the United States Court of Appeals for the Eighth Circuit by using the CM/ECF system. Not all participants in this case are registered CM/ECF users. Service will be accomplished by the appellate CM/ECF system on all registered parties, and by first-class mail on plaintiffs-appellants Robyn G. Edwards and Mikki Adams at 2695 Dave Ward Drive, Apt. F1, Conway, AR 72034.

I further certify that, within five days of receipt of the notice that the brief has been filed by this Court, I will transmit by Federal Express two-day delivery ten paper copies of the foregoing brief to the Clerk of the Court and one paper copy to counsel for each party and on plaintiffs-appellants, who are proceeding pro se.

s/ Francesca Lina Procaccini
FRANCESCA LINA PROCACCINI
Attorney