

FEB 24 2020

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
ROANOKE DIVISION

JULIA G. DUDLEY, CLERK  
BY: *Julia G. Dudley*  
DEPUTY CLERK

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Case No. 7:19-cv-651
	)	
v.	)	
	)	
MELINGA S. MOORE HOUSING,	)	
INC., et al.,	)	By: Michael F. Urbanski
	)	Chief United States District Judge
Defendants.	)	

CONSENT ORDER

1. Plaintiff United States of America<sup>1</sup> filed this action to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (“FHA”).

**I. BACKGROUND**

2. On July 1, 2016, Complainant Thelma Regina Evans (“Ms. Evans”) filed an administrative complaint with the United States Department of Housing and Urban Development (“HUD”) alleging discrimination by Defendants in violation of the FHA. The complaint was amended on March 23, 2017.
3. The Secretary of HUD (“the Secretary”) completed an investigation of the complaint and attempted conciliation with the parties. On September 26, 2018, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination, charging Defendants with discriminatory housing practices in violation of the FHA.

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<sup>1</sup> For purposes of this Consent Order, “United States” means the Plaintiff United States in this lawsuit, represented by the Department of Justice.

4. On October 16, 2018, Ms. Evans timely elected to have the Charge of Discrimination resolved in a civil action filed in federal district court. The Secretary therefore authorized the Attorney General to commence this Civil Action, pursuant to 42 U.S.C. § 3612(o) of the FHA.
5. The United States filed this action on September 26, 2019, on behalf of Ms. Evans in accordance with 42 U.S.C. § 3612(o).
6. The United States' Complaint alleges that, at all relevant times, Defendant Melinda S. Moore Housing, Inc. ("MSM") owned Melinda's Melody Apartments ("the Subject Property"), a 49-unit apartment complex located at 100 Thaddeus Lane in Christiansburg, Virginia. The Complaint further alleges that Defendant Metropolitan Property Management, Inc. ("Metropolitan") operated and managed the Subject Property on behalf of MSM and that Metropolitan employed Defendants Joseph Moore as the Director of Operations, Patricia Reddick as the Occupancy Specialist and Regional Compliance Officer, and Tammy Reed as the On-Site Property Manager at the Subject Property.
7. The Complaint further alleges that Defendants discriminated against Ms. Evans on the basis of disability by: (1) constructively denying her request to make a reasonable modification to her front door by adding an automatic door opener; and (2) denying her request for a reasonable accommodation in the form of an extension of the deadline for her to complete the annual recertification process for her low-income housing and denying her request to remain in her apartment and not have her lease terminated for missing the recertification deadline.
8. The Complaint alleges that the discrimination described above violated 42 U.S.C. § 3604(f)(1)(A), (f)(2)(B), and (f)(3)(A) and (B).

9. On September 21, 2018, Defendant MSM and HUD entered into a Voluntary Compliance Agreement (“VCA”) resolving alleged violations of Section 504 of the Rehabilitation Act of 1973. The VCA runs for a period of three (3) years from the effective date, or until September 21, 2021. The VCA requires Defendant MSM to take various steps to redress the discrimination and prevent future discrimination.
10. The parties agree that the claims against Defendants should be resolved without further proceedings or a trial. The United States and Defendants agree to the entry of this Consent Order, which resolves the claims in the Complaint against Defendants.

WHEREFORE, the parties, through their authorized representatives, hereby further stipulate and agree as follows:

## II. GENERAL INJUNCTION

11. Defendants, their agents, their employees, and all others in active concert or participation with them, are hereby enjoined from:
  - a. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling to any renter because of a disability, in violation of 42 U.S.C. § 3604(f)(1);
  - b. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability, in violation of 42 U.S.C. § 3604(f)(2);
  - c. Refusing to permit reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, in violation of 42 U.S.C. § 3604(f)(3)(A); and

- d. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

### **III. SPECIFIC INJUNCTIVE RELIEF**

#### **A. NONDISCRIMINATION POLICY**

12. Within thirty (30) days of the entry of this Consent Order, Defendants Metropolitan and MSM shall post and prominently display in a prominent location in all rental offices of rental properties they own and/or manage a sign no smaller than 11 inches by 14 inches indicating that all units are available for sale or rental on a nondiscriminatory basis. An 11-by-14 inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Defendants may use HUD Form 928, copies of which are available free of charge by calling HUD directly at 800-669-9777, or online at <https://www.hud.gov/sites/documents/928.1.PDF>. Defendant MSM's compliance with this requirement as part of the VCA may fulfill this obligation.

#### **B. REASONABLE ACCOMMODATION AND REASONABLE MODIFICATION POLICY**

13. Within thirty (30) days of the entry of this Consent Order, Defendants MSM and Metropolitan shall establish a specific written policy, the "Reasonable Accommodation and Reasonable Modification Policy for Persons with Disabilities," for receiving and handling requests for reasonable accommodations and modifications made by residents or prospective residents with disabilities at all rental housing owned and/or managed by these Defendants. This policy shall comply with the requirements of 42 U.S.C. §§ 3601-3619 and all other applicable federal and state laws and shall include the following provisions:

- a. A description of where and how requests for accommodations in rules, policies, practices, or services are to be accepted and processed;
  - b. Each request for a reasonable accommodation or modification and the response thereto shall be fully documented by Defendants MSM and Metropolitan, including copies of any written requests or decisions;
  - c. All requests for a reasonable accommodation or modification shall be acknowledged, in writing, within fourteen (14) days of Defendants' MSM and Metropolitan receipt of an oral or written request;
  - d. Persons requesting a reasonable accommodation or modification shall be notified in writing of the decision regarding their request no later than 30 days after receipt of the request by any Defendant or agent of Defendant, including, if the request is denied, an explanation of the reason for the denial; and
  - e. Defendants MSM and Metropolitan shall not impose any additional fees or costs against any person who has exercised his/her rights under the FHA to make one or more reasonable accommodation or modification requests and, if applicable, to receive a reasonable accommodation or modification; and
  - f. Defendants MSM and Metropolitan shall not retaliate against any person who has exercised his/her rights under the FHA to make one or more reasonable accommodation or modification requests and, if applicable, to receive a reasonable accommodation or modification.
14. Within thirty (30) days of the entry of this Consent Order, Defendants MSM and Metropolitan shall provide a draft of the Reasonable Accommodation and Modification Policy for Persons with Disabilities to counsel for the United States for approval. The United States shall respond to the proposed policy within thirty (30) days of its receipt. If

the United States objects to any part of the proposal, the parties shall have thirty (30) days from the date the United States gives notice of its objection to resolve their disagreement. If they are unable to do so, the parties shall submit the dispute to the Court for resolution.

15. Within fourteen (14) days of approval by the United States or a determination regarding the proposed policy by the Court, Defendants MSM and Metropolitan shall have adopted a Reasonable Accommodation and Reasonable Modification Policy for Persons with Disabilities at all rental housing it owns and/or manages that has been approved by the United States. Defendants MSM and Metropolitan may fulfill this requirement by continuing to implement the new Reasonable Accommodation Policy they adopted pursuant to the terms of the September 21, 2018 VCA with HUD, attached as Appendix C to this Consent Order, provided that the policy is interpreted and applied in a manner consistent with this Order.
16. Defendants MSM and Metropolitan may amend the Policy that has been implemented only after receiving approval from the United States, or, if the United States denies such approval, upon Order of the Court.
17. Defendants MSM and Metropolitan shall keep written records of each request for a reasonable accommodation. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date on which the request was received; (c) the nature of the request; (d) whether the request was granted or denied and the date of the decision; and (e) if the request was denied, the reason(s) for the denial.

### **C. MANDATORY EDUCATION AND TRAINING**

18. Within six (6) months of the entry of this Consent Order, Defendants, including all owners, principals, and executives of Defendants MSM and Metropolitan, and any of their employees or agents involved in showing, marketing, renting, or managing any residential

rental property, and any other department managers and employees or agents who supervise such persons at any residential rental property, shall attend, at Defendants' MSM and Metropolitan's expense, a training program regarding the FHA. The training must include, but not be limited to, specific training on the FHA's prohibitions against disability discrimination. The training shall be conducted by a qualified third party, approved in advance by the United States, and unconnected to any Defendants, their employees, agents, or counsel.

19. Within sixty (60) days of the entry of this Consent Order, Defendants shall ensure that all persons described in paragraph 18 have received a copy of this Consent Order and have had the opportunity to have any related questions answered.
20. Any new employees hired to work with or for Defendants Metropolitan or MSM involved in showing, marketing, renting, or managing any residential rental property, and any other department managers and employees or agents who supervise such persons at any residential rental property will attend fair housing training within thirty (30) days of the start of their employment. Defendant Metropolitan shall bear the costs associated with this training.
21. Within thirty (30) days of the start of their employment, Defendants shall ensure that all persons described in paragraph 20 have received a copy of this Consent Order, and have an opportunity to have any related questions answered.
22. All persons required under Paragraphs 18 and 20 to attend training shall, within fourteen (14) days of completing the training, sign a certification form indicating that they have participated in the educational training program, and that they understand and acknowledge their duties and responsibilities under this Consent Order and the federal FHA. Such certification shall take the form of Appendix A to this Consent Order.

#### D. ADVERTISING REQUIREMENTS

23. Defendants shall ensure that any new advertising for the rental units that they own and/or manage that is circulated in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, rental applications, leases, and other promotional literature regarding rental housing they own or manage includes a fair housing logo, the phrase “Equal Housing Opportunity Provider,” and/or the following sentences:

“We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, sex, disability, familial status, or national origin.”

#### E. REPORTING AND RECORD KEEPING

24. Defendants MSM and Metropolitan shall notify and provide documentation to the United States<sup>2</sup> of the following events within fourteen (14) days of their occurrence:
- a. The adoption, in accordance with Part III(B) of this Consent Order, of the Reasonable Accommodation and Reasonable Modification Policy for Persons with Disabilities;
  - b. The implementation of any change to the Reasonable Accommodation and Modification Policy for Persons with Disabilities; and
  - c. The posting of the Nondiscrimination Policy in accordance with Part III(A) of this Consent Order.

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<sup>2</sup> All documents, notices, communications, and other written materials required by this Consent Order to be sent to the United States shall be sent by email and/or overnight delivery by private carrier (*i.e.*, not by the U.S. Postal Service). Unless the United States informs Defendants in writing of an alternative addressee, submissions shall be addressed as follows: **Overnight Delivery:** Chief, Housing & Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, 4 Constitution Square, 150 M St. NE, 8th Floor, Washington, DC, 20002, Attn: DJ 175-80-80; **Email:** Lauren.Marks@usdoj.gov.

25. Defendant MSM will provide to the United States within fourteen days (14) of the effective date of this Consent Order all past reports to HUD submitted pursuant to its obligations under the VCA.
26. Within seven (7) months of the effective date of this Consent Order, Defendants will provide all educational training certifications in the form of Appendix A to this Consent Order that have been signed as of that date.
27. All Defendants shall be responsible for the preparation of semi-annual compliance reports beginning on March 18, 2020 continuing every six (6) months thereafter, except that the final report shall be submitted 60 days prior to the expiration of this Consent Order. The compliance report shall include:
  - a. copies of any advertising for rental housing owned and/or managed by Defendants in newspapers, in telephone directories, on radio, on television, on the internet, or in other media published since the effective date of this Consent Order or, for the second and subsequent compliance reports, since the submission of the prior compliance report. A recorded copy of any radio or television advertisements will be produced either on a disc or flash drive;
  - b. a copy of any new VCA compliance report provided to HUD within the previous six months;
  - c. copies of educational training certifications in the form of Appendix A to this Consent Order signed in the previous six months;
  - d. a list of all reasonable accommodation or modification requests submitted to Defendants within the previous six months by residents or prospective residents at any rental property owned or managed by Defendants MSM and Metropolitan since the effective date of this Consent Order, including the name and contact

information of the requester, the property at which the request was made, the date of the request, the nature of the request, and whether the request was granted or denied and the date of the decision;

- e. if a reasonable accommodation or modification request was denied, the requester's name, address, and telephone number, the date of the request, the details of the request, and the written explanation provided to the requester for denying the request; and
- f. any written or oral complaint against Defendants regarding discrimination on the basis of disability, including a copy of the written complaint itself or a written summary of an oral complaint, the name, address, and telephone number of the complainant, and an explanation of the resolution or current status of the complaint.

28. While this Consent Order remains in effect, Defendants shall preserve all records relating to their obligations under this Consent Order. Representatives of the United States shall be permitted, upon providing reasonable notice to Defendants, to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Consent Order.

#### **IV. MONETARY RELIEF**

29. Defendants shall pay Ms. Evans twenty-seven thousand five hundred dollars (\$27,500) in monetary damages in ten (10) monthly installment payments. On the first day of the month directly following the date of entry of this Consent Order and on the first day of the month every month thereafter for nine (9) months, Defendants shall pay an

installment payment totaling two thousand seven hundred fifty dollars (\$2,750) by delivering to counsel for the United States a check payable to Ms. Evans.<sup>3</sup>

30. As a prerequisite to receiving final payment pursuant to Paragraph 29, Ms. Evans shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that he may have against Defendants relating to the claims asserted in this lawsuit. This release shall take the form of Appendix B to this Consent Order. When counsel for the United States has received the last installment check payable to Ms. Evans from Defendants and the original signed release from Ms. Evans, the United States shall deliver the final check to Ms. Evans and the original signed release to counsel for Defendants.

#### V. JURISDICTION, DURATION, AND SCOPE

31. This Consent Order applies to all Defendants and their respective officers, employees, agents, successors, and assigns.
32. The parties stipulate, and the Court finds, that the Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and under 42 U.S.C. § 3612(o).
33. This Consent Order is effective immediately upon its entry by the Court, and shall remain in effect for three (3) years from the date of its entry.
34. The Court shall retain jurisdiction over this action and the parties thereto for the purpose of enforcing the terms of the Consent Order while the Consent Order remains in effect.
35. The United States may move the Court to extend the period in which this Consent Order is in effect if the United States believes it is likely that Defendants violated one or more

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<sup>3</sup> All checks required by this Consent Order to be sent to the United States shall be sent by overnight delivery by private carrier (*i.e.*, not by the U.S. Postal Service). Unless the United States informs Defendants in writing of an alternative addressee, submissions shall be addressed as follows: **Overnight Delivery:** Chief, Housing & Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, 4 Constitution Square, 150 M St. NE, 8th Floor, Washington, DC, 20002, Attn: DJ 175-80-80; **Email:** Lauren.Marks@usdoj.gov.

terms of the Consent Order or if the interests of justice so require to effectuate the rights and obligations arising from this Consent Order. This action and the Complaint shall be deemed dismissed with prejudice upon the expiration of this Consent Order.

36. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties.
37. The terms of this Consent Order shall not be modified, revised, or altered unless mutually agreed upon in writing by the parties and approved by the Court, except as provided in Paragraphs 35-36.
38. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event Defendants fail to perform in a timely manner any act required by this Consent Order or act in violation of any provision of this Order, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of damages, costs, and reasonable attorney's fees that may have been occasioned by a Defendant's violation or failure to perform.
39. The United States may take steps to monitor Defendants' compliance with the Agreement, including conducting fair housing tests at rental housing owned and/or managed by Defendants MSM or Metropolitan.
40. Defendants' obligations under this Consent Order shall extend to all rental housing Defendants MSM and Metropolitan own and/or manage at present and/or while this Consent Order remains in effect.
41. If, at any time before the expiration of this Consent Order, Defendants acquire a direct or indirect management or ownership interest in any residential rental property, such property

shall become subject to the applicable provisions of this Consent Order. Within 30 days of acquiring such an interest, Defendants shall notify counsel for the United States of the nature of their interest in the dwelling or property, the address of the property, and the number of individual dwelling units at the property. Defendants shall further provide a copy of the documents memorializing the transfer in interest.

42. If, at any time before the expiration of this Consent Order, Defendants sell or otherwise relinquish their interest in any property subject to this Consent Order to a bona fide, independent, third-party in an arms-length transaction,<sup>4</sup> that property shall cease to be subject to this Consent Order. For purposes of this paragraph, a “bona fide, independent, third-party” is one in which neither Defendants nor their officers, members, executives, managers, partners, employees, subsidiaries, affiliates, or agents has any current or past financial, contractual, personal, or familial relationship.
43. If, at any time while this Consent Order remains in effect, Defendants maintain that their obligations under this Consent Order have terminated or changed because they have sold or transferred their interest in any property subject to this Consent Order to a bona-fide third party in an arms-length transaction, Defendants shall inform the United States within 30 days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the transferee.

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<sup>4</sup> For purposes of this Consent Order, “arms-length transaction” is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. A transaction involving a corporate entity in which Defendants, or any person related to Defendants by corporate affiliation, including any officers, members, executives, managers, partners, employees, subsidiaries, affiliates, or agents of Defendants, shall not be considered an arms-length transaction.

44. If any transfer of interest in any property subject to this Consent Order is not an arms-length transaction, Defendants shall remain jointly and severally liable, along with the transferee, for any violations of this Consent Order.

**VI. COSTS OF LITIGATION**

45. Except as provided for in Paragraph 38, all parties shall be responsible for their own attorney's fees and costs associated with this action.

**VII. TERMINATION OF LITIGATION HOLD**

46. The parties agree that, as of the effective date of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the parties of any other obligations imposed by this Consent Order.

**IT IS SO ORDERED:**

Entered: 02-24-2020

*/s/ Michael F. Urbanski*

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Michael F. Urbanski  
Chief United States District Judge

**For the United States of America:**

Dated: February 18, 2020

ERIC S. DREIBAND  
Assistant Attorney General  
Civil Rights Division

/s/ Lauren M. Marks  
SAMEENA SHINA MAJEED  
Chief  
CATHERINE A. BENDOR  
Deputy Chief  
LAUREN M. MARKS  
Trial Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
150 M Street, NE, Suite 8.000  
Washington, DC 20530  
Phone: (202) 353-6059  
Fax: (202) 514-1116  
E-mail: Lauren.Marks@usdoj.gov

**For Defendants Melinda S. Moore Housing, Inc., Metropolitan Property Management, Inc.,  
Joseph Moore, Patricia Reddick, and Tammy Reed:**

Dated: February 18, 2020

Brian L. Crawford, Esq.(seal)  
Brian Crawford, Esq.  
Sanford Holshouser LLP  
209 Lloyd Street, Suite 350  
Carrboro, NC 27510  
brian@sanfordholshouserlaw.com

**APPENDIX A**

**CERTIFICATION AND ACKNOWLEDGMENT**

I certify that on \_\_\_\_\_, 20\_\_\_\_, I received \_\_\_\_\_ minutes of in-person training on the requirements of the federal Fair Housing Act. I understand and acknowledge my duties and responsibilities under the federal Fair Housing Act and under the Consent Order entered in the case of *United States v. Melinda S. Moore Housing, Inc., et al.*, No. 7:19-cv-00651-MFU (W.D. Va.).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date

**APPENDIX B**

**RELEASE OF CLAIMS**

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States v. Melinda S. Moore Housing, Inc. et al.*, No. 7:19-cv-00651-MFU (W.D. Va.), and Defendants' payment to me of \$\_\_\_\_\_, I, Thelma Regina Evans, hereby release Defendants Melinda S. Moore Housing, Inc., Metropolitan Property Management, Inc., Joseph Moore, Patricia Reddick, and Tammy Reed from any and all liability for any claims, legal or equitable, I may have against them arising out of the facts underlying the allegations in the above-referenced action. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## APPENDIX C

### REASONABLE ACCOMMODATION AND REASONABLE MODIFICATION POLICY

#### MPM REASONABLE ACCOMMODATION POLICY

##### **Introduction:**

Metropolitan Property Management, Inc (MPM) is dedicated to ensuring that individuals with disabilities are not discriminated against on the basis of a disability in connection with the operation of its properties. Therefore, if an individual with a disability requests an accommodation, such as an exception to a no pet policy rule to have an assistance animal, or a modification to a rental unit or the common area, such as installing grab bars in a bathroom, MPM will provide such accommodations and modifications free of charge, unless doing so would result in an undue financial and administrative burden or would fundamentally alter the nature of the company's operations.

MPM will post a copy of its Reasonable Accommodation Policy and Procedures in the MPM corporate office and in all of its management/leasing offices. In addition, individuals may obtain a copy of MPM's Reasonable Accommodation Policy upon request from the site manager.

MPM will ensure that all appropriate staff will receive annual training on Fair Housing and Reasonable Accommodation Policies and Procedures, including all applicable federal, state and local laws and requirements regarding reasonable accommodations.

##### **Definitions:**

Reasonable Accommodation: An accommodation is a change, exception, or adjustment in any rule, policy, procedure, or service that may be necessary for a person with a disability to have equal opportunity to occupy and enjoy full use of their housing or common space.

Reasonable Modification: A modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises.<sup>1</sup>

Person with a disability: A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment.

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<sup>1</sup> Recipients of federal financial assistance, like MPM, must make and pay for structural changes to usings and common and public areas that are needed as a reasonable accommodation for a person's disabilities, unless doing so is an undue financial and administrative burden or would fundamentally alter MPM's program.

“Major life activities” are those activities that are of central importance to daily life including, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

### **Reasonable Accommodation Policy**

MPM is a recipient of federal funds and has a legal obligation to provide reasonable accommodations free of charge, to all applicants and residents who have a disability-related need for a reasonable accommodation. Reasonable accommodations may be necessary at all stages of the housing process, including application, tenancy, or to prevent an eviction. An accommodation request can be made either verbally or in writing to the site manager or any other individual working at the leasing office. If a verbal request is made, the site manager will memorialize the request into writing. The site manager will assist any and all individuals who need assistance making a request for an accommodation. All requests will be processed within 14 days, provided the site manager has all necessary information to make a decision on the request. If the site manager does not have all the necessary information to make a decision, he/she will notify the applicant or resident in writing of the need for additional documentation. All decisions on requests for reasonable accommodations will be provided in writing. Any reasonable accommodation request denial will include the reason(s) for denial. If a reasonable accommodation is denied, then we will engage in the interactive process to find other viable alternatives. Medical records will not be accepted or retained in the participant file.

Examples of reasonable accommodations include, but are not limited to:

- A. Making alterations to an MPM unit to make it fully accessible for use by a family member with a wheelchair;
- B. Transferring a resident from a unit that cannot be made accessible to a unit that is accessible;
- C. Widening the door of a community room or public restroom for wheelchair accessibility
- D. Adding or altering structural features so they may be used by a family member with a disability.
- E. Installing strobe-type flashing light smoke detectors in a unit for the hearing-impaired;
- F. Adding structural grab bars in a bathroom;
- G. Modifying for kitchen accessibility and/or providing accessible kitchen appliances;
- H. Installing a magnifier over a thermostat;
- I. Modifying for an accessible bathroom;
- J. Lowering the peephole on a door;

- K. Permitting an individual with a disability to have an assistance animal to assist them with a disability-related need, where no pets are otherwise allowed or where the size or breed of the animal is usually limited;
- L. Formatting documents with large-type, providing Braille documents, making cassettes or a reader available to an applicant or resident who is vision impaired (to assist during interviews or meetings);
- M. Providing an American Sign language (ASL) Interpreter to an applicant or resident with a hearing impairment (to assist during interviews or meetings);
- N. Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with MPM if the individual requires such representation due to a disability-related need; and
- O. Permitting an outside agency or individual to assist an applicant or resident with a disability to meet MPM's applicant screening criteria.

**An applicant or resident family that has a member with a disability must still be able to meet essential obligations of tenancy as required under the lease, unless granting a disability-related accommodation would allow them to meet such criteria.**

### **VERIFICATION OF REASONABLE ACCOMMODATION**

If a person's disability is obvious or otherwise known to the housing provider, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required by MPM. If someone's disability is not obvious or known or the need for the accommodation is not apparent or known, MPM may request written verification from a healthcare provider that the resident is a person with a disability and/or that there is a nexus between that individual's disability and the requested accommodation. MPM may verify a person's disability, only to the extent necessary to ensure that individuals who have requested a reasonable accommodation/modification have a disability-based need for the requested accommodation/modification. MPM will never require individuals to disclose confidential medical information or records to verify a disability. In addition, MPM will not require specific details regarding the nature or severity of an individual's disability. MPM may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s)/modification(s).

### **RIGHT TO APPEAL/GRIEVANCE PROCESS**

When applicants with disabilities are denied assistance, the notice of denial must inform them of MPM's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process. Applicants or residents must submit their appeal within 15 business days of the decision. To discuss their rights and the appeals process, the housing applicant or resident should contact Joseph Moore, the Director of Operations at Metropolitan Property Management, Inc., from 8:00 am to 5:00 pm, Monday through Friday at: Telephone: (252) 946-0110 ext. 205 and TTY: (252) 946-1010

Any resident or applicant may also contact the agencies listed below to report housing

discrimination.

**U.S. Department of Housing and Urban Development  
Philadelphia Regional Office of Fair Housing and Equal Opportunity  
100 Penn Square East, 10<sup>th</sup> Floor**

**Philadelphia, PA 19107**

**Telephone: 1-888-669-9777**

**TDD: 1-800-927-9275**

**Virginia Department of Professional and Occupational Regulation  
(DPOR)**

**9960 Maryland Drive, Suite 400**

**Richmond, VA 23233-1463**

**Telephone: 888-551-3247**

**TDD: Virginia Relay 7-1-1**

Copies of this policy are available in an accessible format to persons with disabilities upon request.