

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION**

UNITED STATES OF AMERICA

Plaintiff,

Case No.: 5:13-cv-566-Oc-10PRL

v.

TRINITY VILLAS, INC. AND
DEBBIE CRAWFORD, individually

Defendants.

PROPOSED CONSENT DECREE

This matter came before this Court for entry of judgment by consent of the Plaintiff, **United States of America (“United States”), and the Defendants, Trinity Villas, Inc. (“Trinity Villas”) and Debbie Crawford (“Crawford”)** (collectively the “Parties”), to effectuate a compromise and settlement of all claims in the above-captioned case.

I. INTRODUCTION

The United States commenced this action in the United States District Court for the Middle District of Florida on November 18, 2013, to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), 42 U.S.C. § 3601, *et seq.*, on behalf of Gloria Tobin.

The United States alleges that Gloria Tobin is handicapped or disabled within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(h), as she suffers from spinal and hip complications that severely impede her ability to walk and requires her to utilize a walker and cane to assist with ambulation.

The United States alleges that Defendants discriminated against Gloria Tobin, who was a resident of Trinity Villas in Ocala, Florida, by refusing her request for a ground floor apartment unit as a reasonable accommodation of her disability.

Trinity Villas is a 162-unit housing complex that is owned by Trinity Villas, Inc. At all times relevant to this action, Debbie Crawford was employed by Trinity Villas, Inc. and served as the property administrator of Trinity Villas.

The Complaint alleges the following: that the Defendants discriminated against Gloria Tobin in the rental, or otherwise made unavailable or denied, a dwelling to her because of her disability, in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(1); that the Defendants discriminated against Ms. Tobin in the terms, conditions, or privileges of rental of a dwelling or **in the provision of services or facilities in connection with a dwelling, because of her disability,** in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(2); and that the Defendants refused to make reasonable accommodations in their rules, policies, practices or services when they failed to transfer Ms. Tobin to a ground-floor unit as a reasonable accommodation when such accommodations were necessary to afford Ms. Tobin an equal opportunity to use and enjoy her dwelling, in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B).

On or about October 19, 2011, November 22, 2011, and June 5, 2013, Ms. Tobin timely filed original and amended complaints with the United States Department of Housing and Urban Development (“HUD”), alleging that Trinity Villas and Debbie Crawford discriminated against Ms. Tobin on the basis of disability, in violation of the Fair Housing Act. HUD conducted an investigation of the complaint and on September 30, 2013 determined that reasonable cause existed to believe that Defendants engaged in illegal discriminatory housing practices on the basis of disability, and it issued a Charge of Discrimination. Subsequently, the Defendants

elected to have the claims asserted in HUD's Charge of Discrimination resolved in a civil action and a Notice of Election to Proceed in United States Federal District Court was issued and the administrative proceeding was terminated pursuant to 42 U.S.C. § 3612(o).

The Defendants deny that they discriminated against Ms. Tobin on the basis of disability and enter into this Consent Decree for settlement purposes only, and neither the entry of this Consent Decree nor any action taken under it should be construed as an admission by the Defendants of any fault or wrongdoing, or as an admission of the validity of the United States' or Ms. Tobin's claims.

The Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3612(o). The Parties further agree that, to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings and an evidentiary hearing. Therefore, as indicated by the signatures below, the Parties agree to the entry of this Consent Decree. This Consent Decree constitutes full resolution of the claims in the Complaint that the Defendants discriminated against Ms. Tobin on the basis of disability.

It is hereby ADJUDGED, ORDERED, and DECREED:

II. GENERAL INJUNCTION

1. The Defendants, their agents, employees, officers or contract workers whose duties, in whole or in part, involve the management or rental of units at Trinity Villas, and all other persons in active concert or participation with them, are enjoined from violating the Fair Housing Act on the basis of disability and from:

a. discriminating in the rental, or from otherwise making unavailable or denying a dwelling to any renter because of a disability as prohibited by the Fair Housing Act, 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 dwelling, because of a disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(2); and

c. refusing 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 as required by the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B).

III. DAMAGES FOR GLORIA TOBIN, FEES AND COSTS

2. Within thirty (30) days of the entry of this Decree, the Defendants shall pay to Gloria Tobin the sum of nine-thousand dollars (\$9,000) in monetary damages. The check will be made payable to Gloria Tobin and remitted to the United States Attorney's Office, Middle District of Florida. Upon receipt of the check, counsel for the United States on behalf of Gloria Tobin shall send to the Defendants an executed Release of All Claims, legal or equitable, that Ms. Tobin has or might have against the Defendants arising from the allegations raised in this action (Appendix A).

The Defendants shall mail the payment to the following address:

Gloria Tobin
c/o Yohance A. Pettis, AUSA
U.S. Attorney's Office
Middle District of Florida
400 N. Tampa Street, Suite 3200
Tampa, FL 33602

IV. NON-DISCRIMINATION POLICY

3. Within thirty (30) days of the entry of this Decree and throughout the term of this Decree, the Defendants shall post and prominently display on the property of Trinity Villas a sign no smaller than 10 inches by 14 inches indicating that all dwellings are available for sale or rental on a non-discriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. This poster shall be plainly visible to all persons, including those who use wheelchairs.

4. Within thirty (30) days of the entry of this Decree and throughout the term of this Decree, the Defendants shall ensure that any advertising for Trinity Villas, in newspapers, telephone directories, radio, television, the internet, or other media, and on signs, pamphlets, brochures and other promotional literature, include a fair housing logo, the words "equal housing opportunity provider," and/or the following sentence:

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

The words or logo should be prominently placed and clearly legible.

5. Within thirty (30) days of the entry of this Decree, the Defendants shall provide to all residents of Trinity Villas a written notice, conforming with Appendix B describing their policy of non-discrimination. The Defendants shall also provide this policy to all prospective residents at the time of application.

V. REASONABLE ACCOMODATION POLICY

6. Within sixty (60) days after the date of entry of this Decree, and subject to approval by the United States, the Defendants shall adopt and implement (for Trinity Villas)

specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations. These standards shall comply with the requirements of 42 U.S.C. § 3601 *et seq.*, and include the following provisions:

- a. The Defendants shall provide to all current and prospective residents of Trinity Villas complete copies (including all sides of multi-page documents) of the Reasonable Accommodation forms attached as Appendices C, D, E, and F.
- b. The Defendants shall use the following forms at Trinity Villas: Request for Reasonable Accommodation (“Request Form”) (Appendices C and D); and Approval or Denial of Reasonable Accommodation Request Form (“Approval Form”) (Appendix E). Oral requests for Reasonable Accommodations will be recorded by the Property Manager using the [form in Appendix D](#).
- c. The policy will contain a provision stating that all requests for accommodation shall be acknowledged by the Reasonable Accommodation Facilitator, copied to the Trinity Villas Property Manager, within ten (10) days of the request.
- d. The policy shall state that those requesting a reasonable accommodation shall be notified in writing by the Reasonable Accommodation Facilitator of the decision regarding the request for accommodation within fourteen (14) days of the request (or sooner if the situation requires an immediate response); if the Defendants cannot grant the request as made, the Defendants, through the Facilitator, are required to engage in an interactive process with the resident or prospective resident to discuss whether an alternate accommodation can be made available; in the event the interactive process is unsuccessful, resulting in a denial of the request, an explanation of the basis for such denial shall be included in this written notification.

e. The policy will contain a provision stating that the Defendants shall consider all requests for accommodations because of disability and shall grant those requests that are reasonable within the meaning of the Fair Housing Act. The policy shall also include a provision explaining that the Defendants shall engage in an “interactive process” with the resident or prospective resident in an effort to grant the request.

f. The policy will contain a provision stating that the Defendants shall not impose any additional fees, costs, or otherwise retaliate against any person at Trinity Villas who has exercised his or her right under the Fair Housing Act to make one or more reasonable accommodation requests and, if applicable, receive a reasonable accommodation.

g. In the event a resident’s or prospective resident’s disability is not obvious **as it relates to the requested accommodation, the Defendants may request reliable disability-** related information that (1) is necessary to verify that the person meets the Fair Housing Act’s definition of disability (*i.e.*, has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person’s disability and the need for the requested accommodation. In most cases, an individual’s medical records or detailed information about the nature of a person’s disability is not necessary for this inquiry.

h. Once a housing provider has established that a person meets the Fair Housing Act’s definition of disability, the provider’s request for documentation should seek only the information that is necessary to evaluate whether the reasonable accommodation is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a

reasonable accommodation request or unless disclosure is required by law (e.g., a court-issued subpoena requiring disclosure).

7. Within ninety (90) days of the date of entry of this Decree, the Defendants shall provide a copy of the Reasonable Accommodation Policy for Persons with Disabilities to each current resident at Trinity Villas by delivering a copy by hand to each dwelling unit at Trinity Villas.

8. For the duration of this Consent Decree, the Defendants shall provide a copy of the Reasonable Accommodation Policy for Persons with Disabilities to each new resident of Trinity Villas prior to the prospective residents being asked to sign a lease or sales agreement.

9. The Defendants shall post the Reasonable Accommodation Policy in a **conspicuous location in the management office of Trinity Villas, easily visible to residents and prospective residents including those who use wheelchairs.**

10. If the Defendants propose to change these guidelines, they shall first notify the United States¹ with a copy of the proposed changes. If the United States does not deliver written objections to the Defendants within sixty (60) days of receiving the proposed changes, the changes may be effected. If the United States makes any objections to the proposed changes within the sixty (60) day period, the specific changes to which the United States objects shall not be effected until the objections are resolved.

11. The Defendants shall keep written records of each request for reasonable accommodation they receive during the duration of this Consent Decree. These records shall

¹ The Defendant shall send all documents, notices, and other communications required by the Decree to be sent to the United States to: Yohance A. Pettis, AUSA, United States Attorney's Office, Middle District of Florida, 400 N. Tampa Street, Suite 3200, Tampa, FL 33602 and reference Civil Action No.: 5:13-CV-566-Oc-10PRL and USAO Internal Control No.: 2013V05663.

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, was granted in modified form as a result of the interactive process, including the details of the discussions, or denied; and (e) if the request was denied, the reason(s) for the denial.

12. Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, the Defendants shall provide written notice, in a form substantially equivalent to Appendix F attached hereto, of those standards to each current and future resident of Trinity Villas.

V. REASONABLE ACCOMMODATION FACILITATOR

13. At its home office, Trinity Villas, Inc. shall establish an employee position titled "Reasonable Accommodation Facilitator." While the Facilitator may have other duties, the primary purpose of this employee is to be available to discuss, explain, and facilitate the handling of reasonable accommodation requests. The Facilitator shall at all times be trained, educated and current on matters involving the Fair Housing requirements. The Facilitator shall be the point of contact to which any resident, prospective resident, or person associated with that resident or prospective resident of Trinity Villas will have direct access to apply for or request a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Property managers and/or assistant property managers employed at Trinity Villas have no discretion or authority to deny any reasonable accommodation request or to withhold any information pertaining to reasonable accommodations (verbal or written) from the Facilitator. The Facilitator's telephone number, facsimile number,

email address and mailing address will be provided on all materials relating to a request, response, approval or denial of a request for reasonable accommodations provided to any resident or prospective resident at Trinity Villas.

During the duration of this Decree, a Facilitator or assistant Facilitator with the equivalent training, shall be available during all normal business hours of the home office.

VII. TRAINING & EDUCATIONAL PROGRAM

14. Within thirty (30) days of the entry of this Decree, the Defendants shall provide a copy of this Decree and the non-discrimination and reasonable accommodation policies to all of their agents, employees or contract workers whose duties, in whole or in part, involve the management or rental of units at Trinity Villas and secure a signed statement from each agent or **employee acknowledging that he or she has received and read the Decree and policies, and has had an opportunity to have questions about the Decree and policies answered.** This statement shall be substantially in the form of Appendix G.

15. During the term of this Decree, within thirty (30) days after the date he or she commences an agency or employment relationship with the Defendants, each new agent, employee or contract worker whose duties, in whole or in part, involve the management or rental of units at Trinity Villas shall be given a copy of this Decree and the non-discrimination and reasonable accommodation policies and be required to sign the statement acknowledging that he or she has received and read the Decree and policies, and had an opportunity to have questions about the Decree and policies answered. This statement shall be substantially in the form of Appendix G.

16. Within ninety (90) days of the date of entry of this Consent Decree, the Defendants and all of their agents, officers, employees or contract workers whose duties, in

whole or in part, involve the management or rental of units at Trinity Villas shall undergo training on the requirements of the Fair Housing Act, including the duty to provide reasonable accommodations for persons with disabilities. The training shall be conducted in-person by a qualified third-party, who is unconnected to the Defendants or their employees, agents or counsel, and approved by the United States. All expenses associated with this training shall be borne by the Defendants. The Defendants shall provide to the United States, within thirty (30) days after the training, the name(s), address(es), and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by each Defendant and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix H.

VIII. REPORTING AND RECORD-KEEPING REQUIREMENTS

17. Within ninety (90) days of the entry of this Decree, and thereafter on the anniversary of the entry of this Decree, the Defendants shall submit to the United States a compliance report, except that the final report shall be submitted sixty (60) days prior to the expiration of this Decree. The compliance report shall include: (a) the signed statement of each agent and employee referred to in paragraphs 15-17, above; (b) copies of the Defendants' non-discrimination and reasonable accommodation policies submitted pursuant to Sections IV and V, above; and (c) copies of any advertisements, pamphlets, brochures or other promotional literature of Trinity Villas, Inc. concerning Trinity Villas.

18. For the duration of this Decree, the Defendants shall notify counsel for the United States, in writing, within fifteen (15) days of receipt of any complaint of housing discrimination against the Defendants or any of the Defendants' agents or employees or contract workers. Such notification shall include the date of the complaint, and contact information for the complaining

party. Within fifteen (15) days of the resolution of any such complaint, the Defendants shall notify counsel for the United States, in writing, providing the details of the resolution.

19. For the duration of this Decree, the Defendants shall preserve all records related to this Decree and any other documents related to the management, sale or rental of units at Trinity Villas. Such documents include, but are not limited to, applications, leases, requests for reasonable accommodation, evidence that each resident has been presented the policies on non-discrimination and reasonable accommodations and an opportunity to request an accommodation, tenant files, policies and procedures, all correspondence with residents and all notebooks, logs and computer information that relates to correspondence with residents, and tenant tracker and unit availability logs. Upon reasonable notice to the Defendants, **representatives of the United States shall be permitted to inspect and copy any of the Defendants' records or inspect Trinity Villas at any and all reasonable times so as to determine compliance with the Consent Decree; provided, however, that the United States shall endeavor to minimize any inconvenience to the Defendants from such inspections.**

IX. COMPLIANCE TESTING

20. The United States may take steps to monitor the Defendants' compliance with this Decree including, but not limited to, conducting fair housing tests at any dwelling in which Trinity Villas, Inc., now or in the future, has a direct or indirect ownership, management, or financial interest.

X. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION

21. The Court shall retain jurisdiction for four (4) years after the entry of this Decree to enforce the terms of the Decree, at which time the case shall be dismissed with prejudice. Prior to the expiration of the Decree's term, the United States may move the Court to extend the

duration of the Decree for good cause, including on the basis that the Defendants have failed to comply with a provision of the Decree.

22. The Parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Decree prior to bringing such matters to the Court for a resolution. However, in the event of a failure by either of the Defendants or their agents, employees, officers or contract workers whose duties, in whole or in part, involve the management, sale or rental of units at Trinity Villas, to perform in a timely manner any act required by this Decree or otherwise to act in violation of any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorney's fees that may have occasioned by the violation or failure to perform.

XI. TIME FOR PERFORMANCE

23. Any time limits for performance imposed by this Consent Decree may be extended by the mutual, written agreement of the United States and the Defendants.

XII. COSTS OF LITIGATION

24. With the exception of the costs and attorneys' fees described in Section III, above, each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation.

IT IS SO ORDERED:

This 9th day of July, 2015.

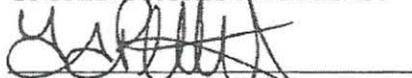
William H. Hodges

UNITED STATES DISTRICT JUDGE

The undersigned apply for and consent to the entry of this Decree:

FOR PLAINTIFF UNITED STATES OF AMERICA

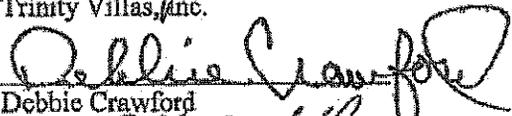
A. LEE BENTLEY, III
UNITED STATES ATTORNEY



YOHANCE A. PETTIS
Assistant United States Attorney
Florida Bar No. 021216
United States Attorney's Office
Middle District of Florida
400 N. Tampa Street, Suite 3200
Tampa, FL 33602
Telephone: (813) 274-6000
Facsimile: (813) 274-6198
Email: yohance.pettis@usdoj.gov

FOR DEFENDANTS TRINITY VILLAS, INC. and DEBBIE CRAWFORD


Trinity Villas, Inc.


Debbie Crawford


BRIAN D. DEGAILLER, ESQUIRE

Florida Bar No.: 283703
Quintalros, Prieto, Wood & Boyer, P.A.
255 South Orange Ave., Suite 900
Orlando, Florida 32801
bdegailler.pleadings@qpwbllaw.com
Telephone: (407) 872-6011
Facsimile: (407) 872-6012

APPENDIX A

RELEASE OF CLAIMS BY GLORIA TOBIN

In consideration of the Parties' agreement to the terms of the Consent Decree entered by the Court in *United States v. Trinity Villas, Inc. and Debbie Crawford, individually*, Civil Action No.: 5:13-CV-566-Oc-10PRL, and the Defendants' payment of the sum of

(\$ _____), I, Gloria Tobin, my heirs and assigns, hereby release the Defendants in this action and their successors, insurers, agents and assigns, from any and all liability for any existing, pending or potential claims or causes of action, legal or equitable, I may have against them arising out of the allegations raised in this action, including any claims by Medicare and/or Social Security for reimbursement of any funds paid by them relating to this matter. I further agree to indemnify and hold harmless the Defendants in this action from and against any Medicare liens that may concern me and hereby acknowledge that satisfaction of any Medicare liens that concern me are my sole obligation, which I agree to pay or otherwise resolve. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

GLORIA TOBIN
7950 SW 6th Place
Ocala, Florida 34474

Date: _____, 2015

APPENDIX B

NON-DISCRIMINATION POLICY

It is the policy of Trinity Villas and Trinity Villas, Inc. to comply with Title VIII of the Civil Rights Act of 1968 (commonly known as the Fair Housing Act) by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex.

This policy means, among other things, that Trinity Villas and Trinity Villas, Inc. and all agents or employees of Trinity Villas, Inc. with the responsibility of renting, selling or managing any dwelling units must not discriminate in any aspect of the sale or rental of dwellings to qualified applicants or tenants. Such agents and employees must refrain from, among other things:

- A. Discriminating in the sale or rental of, or otherwise making unavailable or denying to any person because of race, color, religion, sex, familial status (having children under 18), national origin, or a disability of the resident or of any person associated with the resident;
- B. Discriminating against a person in the terms, conditions, or privileges of the sale or rental of a dwelling or in the provision of services or facilities in connection with such dwelling, because of race, color, religion, sex, familial status (having children under 18), national origin, or a disability of the resident or of any person associated with the resident;
- C. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a resident with a disability an equal opportunity to use and enjoy a dwelling; and
- D. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or an account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act.

Any agent or employee who fails to comply with this non-discrimination policy shall be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service, treatment or behavior to residents on the basis of race, color, religion, sex, familial status (having children under 18), national origin, or disability may constitute a violation of state and federal fair housing laws. Any resident who believes that any of the above policies have been violated by any owner, agent or employee may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the United States Attorney's Office at 813-274-6000.

APPENDIX C

REQUEST FOR REASONABLE ACCOMODATION

If you, a member of your household, or someone associated with you has a disability, and believes that there is a need for a reasonable accommodation which will provide you with an equal opportunity to use and enjoy your dwelling (e.g., transferring to a different apartment unit, the allowance of assistance animals, the creation or reservation of accessible parking, the installation of bathroom grab bars, etc.), please complete this form and return it to the Reasonable Accommodation Facilitator. The Reasonable Accommodation Facilitator will assist you in completing this form, and will respond to your request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Resident or Potential Resident: _____
Today's Date: _____

Signature of Resident or Potential Resident:

The person(s) who have a disability requiring a reasonable accommodation is:

Me A person associated or living with me.

Name of person with disability: _____

Telephone #: _____

Address: _____

I, or persons associated or living with me, have a disability and request the following:

Reasons for the request:

REQUESTER

DATE

REASONABLE ACCOMODATION
FACILITATOR

DATE

NOTICE: No person, other than the Reasonable Accommodation Facilitator, at the Office of the Local Property has authority to deny your request for reasonable accommodation.

If you have any questions or need assistance with this form please contact Trinity Villas, Inc.'s Reasonable Accommodation Facilitator at:

*Telephone:
Fax:
Trinity Villas, Inc.
(Address)*

APPENDIX D

Form to be completed by Reasonable Accommodation Facilitator and/or an employee at the local property if Requester cannot or will not complete written form:

On _____ (date), the undersigned requester orally requested a reasonable accommodation to [describe dwelling unit]:

The reasonable accommodation consisted of:

I, the undersigned, _____ (job title) of Trinity Villas:

_____ Gave the requester the applicable forms and assisted the requester in filling out the forms.

_____ The requester could not/refused to fill out the forms, and I completed the form with requester's verbal information.

_____ Provided the completed forms to the Reasonable Accommodation Facilitator on _____ (Date).

_____ Other:

REQUESTER

DATE

REQUESTER'S ADDRESS

REQUESTER'S TELEPHONE NUMBER

OFFICE EMPLOYEE WHO ASSISTED

DATE

NOTICE: No person, other than the Reasonable Accommodation Facilitator, at the Office of the Local Property has authority to deny your request for reasonable accommodation.

If you have any questions or need assistance with this form please contact Trinity Villas, Inc.'s Reasonable Accommodation Facilitator at:

Telephone:

Fax:

Trinity Villas, Inc.

(Address)

APPENDIX E

APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION REQUEST BY REASONABLE ACCOMMODATION FACILITATOR

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 [describe]:

_____ The change is effective immediately.

_____ The reasonable accommodation will be permitted by: _____ (date)

_____ The change or exception you requested cannot be granted at Trinity Villas because

_____ However, we are willing to _____ in an effort to accommodate your disability.

_____ Can neither approve nor deny your request without further information [list information needed]:

_____ Denied your request. We have denied your request because [list all reasons that apply]:

We used the following facts to deny your request [list]:

To make this decision, we spoke with the following people, reviewed the following documents, and performed the following investigation [list]:

If you disagree with this decision, you may file a complaint with the Department of Housing and Urban Development by visiting: http://portal.hud.gov/portal/page/portal/HUD/topics/housing_discrimination or by calling 1-800-669-9777, or you may contact the United States Attorney's Office, Middle District of Florida at 813-274-6000.

Sincerely,

Signature

Date

Printed Name
Reasonable Accommodation Facilitator

By signing below, the Requestor acknowledges receipt of this completed form:

Signature

Date

NOTICE: No person, other than the Reasonable Accommodation Facilitator, at the Office of the Local Property has authority to deny your request for reasonable accommodation.

If you have any questions or need assistance with this form please contact Trinity Villas, Inc.'s Reasonable Accommodation Facilitator at:

*Telephone:
Fax:
Trinity Villas, Inc.
(Address)*

APPENDIX F

REASONABLE ACCOMMODATION POLICY FOR PERSONS WITH DISABILITIES

If a prospective resident, resident or family member of a prospective resident or resident's household has a disability, he/she may request a reasonable accommodation. Reasonable accommodations are changes, exceptions, or adjustments to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

It is preferred that all reasonable accommodation requests be submitted in writing to the Reasonable Accommodation Facilitator. Request forms for reasonable accommodations are available at the rental office. If a prospective resident, resident or household member has difficulty filling in the form, the Reasonable Accommodation Facilitator or the Trinity Villas office personnel will assist him/her in completing the form. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

The Facilitator shall notify the requester in writing of the decision regarding the request within 14 days of the completed written request. If the Facilitator cannot grant the request as made, the Defendants, through the Facilitator, will engage in open discussions and/or engage in an interactive process with the resident or prospective resident in an effort to provide an alternate accommodation that satisfies the request. In the event the interactive process is unsuccessful, resulting in a denial of the request, an explanation of the basis for such denial shall be included in the written notification. If the request is denied, the requesting resident may contact the Department of Housing and Urban Development to file a complaint at: http://portal.hud.gov/portal/page/portal/HUD/topics/housing_discrimination or by calling 1-800-669-9777 or may contact the United States Attorney's Office, Middle District of Florida at 813-274-6000.

APPENDIX G

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____ (date), I was provided copies of the Consent Decree entered by the Court in *United States v. Trinity Villas, Inc. and Debbie Crawford, Individually*, Civil Action No.: 5:13-CV-566-Oc-10PRL, and the non-discrimination and reasonable accommodation policies of Trinity Villas, Inc. I have read and understand these documents and have had my questions, if any, about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title

Date

APPENDIX H

CERTIFICATION OF FAIR HOUSING TRAINING

On _____ (date), I attended training on the Federal Fair Housing Act, including its requirements concerning reasonable accommodations for people with disabilities. I have had all of my questions, if any, concerning the Fair Housing Act answered to my satisfaction.

Signature

Print Name

Date