

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARINGS AND APPEALS

The Secretary, United States)	
Department of Housing and Urban)	
Development, on behalf of)	
NAME REDACTED ,)	
)	
Charging Party,)	HUD ALJ No.
)	FHEO No. 06-21-0603-8
v.)	
)	
The Housing Authority of Grapevine,)	
Jane Everett, and Bonnie McHugh,)	
)	
Respondents.)	
)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

On February 23, 2021, Complainant **NAME REDACTED** (“Complainant”), a person with disabilities, timely filed a complaint with the U.S. Department of Housing and Urban Development (“HUD”) alleging the Housing Authority of Grapevine d/b/a Grapevine Housing Authority (“GHA”), Jane Everett, and Bonnie McHugh (collectively “Respondents”) discriminated against him based on disability¹ and retaliation² in violation of the Fair Housing Act (“the Act”). 42 U.S.C. §§ 3601-19 (2020). On March 9, 2021, the complaint was amended to add Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act as concurrent jurisdictions. On August 28, 2023, the complaint was amended to clarify GHA was named individually as a Respondent.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination on behalf of an aggrieved person following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. § 3610(g)(1) and (2). The Secretary has delegated that authority to the General Counsel, who has redelegated it to the Regional Counsel. 24 C.F.R. §§ 103.400, 103.405; 76 Fed. Reg. 42463, 42465 (July 18, 2011).

¹ The Fair Housing Act uses the terms “handicap,” whereas this document uses the term “disability.” Both terms have the same legal meaning. See *Bragdon v. Abbott*, 524 U.S. 624, 631 (1988).

² HUD did not find reasonable cause exists to believe that a discriminatory housing practice has occurred as it related to Complainant’s retaliation allegations.

By a Determination of Reasonable Cause and No Cause issued contemporaneously with this Charge of Discrimination, the Regional Director of the Office of Fair Housing and Equal Opportunity (FHEO) for Region VI, on behalf of the Assistant Secretary for FHEO, has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred in this case and has authorized the issuance of this Charge. 42 U.S.C. § 3610(g)(2).

II. SUMMARY OF FINDINGS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned amended complaint and the Determination of Reasonable Cause, Respondents Housing Authority of Grapevine, Jane Everett, and Bonnie McHugh are hereby charged with violating the Act as follows:

A. Legal Authority

1. It is unlawful to discriminate in the rental, or to otherwise make unavailable or deny, a dwelling to any renter because of a disability of that renter. 42 U.S.C. § 3604(f)(1); 24 C.F.R. § 100.50(b)(1); 24 C.F.R. § 100.202(a).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of that person. 42 U.S.C. § 3604(f)(2); 24 C.F.R. § 100.202(b).
3. Discrimination under 42 U.S.C. § 3604(f)(1) and (f)(2) includes the refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with disabilities equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a).

B. Parties and Subject Property

4. Complainant is a person with disabilities that substantially limit his daily life activities. Complainant's disabilities include diabetes, which impacts his breathing, circulation, mobility, consciousness, and cognition. Complainant also has cardiovascular conditions, such as hypertension, which has resulted in heart attacks and quadruple bypass surgery. Complainant is an individual with a disability as defined by subsection 802(h) of the Act. 42 U.S.C. § 3602(h).
5. Complainant is an aggrieved person as defined by subsection 802(i) of the Act. 42 U.S.C. 3602(i) and 24 C.F.R. § 100.20(a).
6. At all times relevant, Complainant resided in an apartment at **ADDRESS REDACTED**, Grapevine, TX, 76051 ("subject property").

7. The subject property is limited to elderly and disabled tenants.
8. Respondent GHA is a public housing authority that administers a low-income public housing program and a housing choice voucher program, and it receives federal funding from HUD's Office of Public and Indian Housing. At all times relevant to this Charge, Respondent GHA owned the subject property where Complainant resided.
9. Respondent Everett is the Executive Director of GHA. As Executive Director, Everett's role is to provide its residents a safe and habitable place to reside, while also remaining in full compliance with all applicable laws and regulations. Respondent Everett made the decision to terminate Complainant's lease.
10. Respondent McHugh is Vice-Chair of the GHA Housing Commission. As Vice-Chair, she conducts hearings for appeals for tenants when they get a violation and the Chairperson is unavailable. As a Commissioner, she meets with the Commission monthly to decide on changes to the GHA policies and procedures. Respondent McHugh served as the hearing officer for Complainant's termination hearing.

C. Factual Allegations in Support of Charge

11. At all times relevant, Respondent GHA maintained a reasonable accommodation policy that stated, "to meet the standard of HUD's definition of 'qualified individual with a disability' a family head or other member with a disability must be able to meet essential obligations of tenancy," and "must be able to . . . create no health or safety hazards [and] . . . not to interfere with the rights and peaceful enjoyment of the premises by other residents or staff...but there is no requirement that they be able to do these things without assistance."
12. At all times relevant, Complainant's form 50058, which is a form required by HUD and utilized by GHA for individuals utilizing public housing, indicates that the complainant is a person with a disability. In addition, Respondent GHA's internal system identified Complainant as a person with a disability.
13. At all times relevant, Complainant's primary care physician was Dr. Elizabeth Bah, who had treated him since 2013.
14. In 2019, Complainant submitted to Respondent GHA a six-page list of medication prescriptions as part of his annual recertification.
15. Prior to 2020, Respondent Everett observed Complainant retrieving his disability checks from the GHA office, and Complainant discussed his heart issues with her.
16. In addition, Respondent Everett observed that Complainant had come into the office several times and appeared "overmedicated", and his speech was "like he [had] cotton in his mouth, slurred."

17. On September 11, 2020, Complainant suffered a medical crisis that made him disoriented and confused due to low blood sugar.
18. At approximately 3:00 am on September 11, 2020, Complainant was unable to locate his phone and attempted to walk to his mother's apartment approximately one mile from his unit, but due to being disoriented, he was unable to find his way and began knocking on his neighbor's door for help.
19. Two of his neighbors called the police. A third elderly neighbor whose door Complainant knocked on that night found out about the incident the next morning. This neighbor was particularly outspoken about how "traumatized" she was once she found out about the incident after the fact, and she followed up with Respondent Everett and other GHA employees because she desired for Complainant to be evicted.
20. When the police arrived at 3:17 a.m., they found Complainant confused and wobbly. Complainant tried to show the police where his mother lived but could not find his mother's unit.
21. The police escorted Complainant back to his home and reported back to one of the neighbors that they believed Complainant did not mean any harm and that it was a case of mistaken home.
22. The police asked Complainant if he had been drinking; Complainant denied drinking. The police did not do a field sobriety test and did not smell alcohol on Complainant.
23. At no time did the police arrest, cite, or ticket Complainant for the events that occurred on September 11, 2020. No neighbors ever informed the police that Complainant threatened them.
24. On September 12, 2020, Complainant visited the hospital emergency room where he presented with shaking and blood pressure at 208/120. He was diagnosed with ketonuria and hypertension and treated with sodium chloride, as well as being told to follow up with his primary care physician.
25. On the morning of September 14, 2020, Complainant called to speak to Respondent Everett, but she was out of the office. The GHA employee who spoke to Complainant relayed to Respondent Everett via email, "[Complainant] then proceeded to tell me he 'had a bad episode the other night.' He didn't know whose door he was knocking on and he ended up at the ER with his diabetes out of whack and his blood pressure at 'stroke level'. He was trying to find his mother, and he was disoriented and felt like he was in a dream. He did make it back to his house; I asked him who took him to the ER and he said he had someone drive him there. They had to put an IV in him. He says he has all the paperwork to show this."
26. On the afternoon of September 14, 2020, Respondent Everett received and reviewed a copy of the police report.

27. Respondent Everett then emailed two of her employees “[here] is the police incident or [sic] says they escort the man to unit **ADDRESS REDACTED** Bevy start a lease termination letter. His story of diabetes could result from excessive alcohol couldn’t it??”
28. On September 15, 2020, Respondents GHA and Everett left a lease termination letter taped to Complainant’s door.
29. The lease termination letter describes the September 11 incident and that police were dispatched. The letter further states, in relevant part, the complainant’s lease was being terminated because his “behavior of physically threatening the safety of the residents [was] not acceptable.”
30. The lease termination letter included an excerpt from the lease stating a tenant is obligated to “refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to engaging in any activity, including physical and verbal assaults, that threatens the health, safety, or right to peaceful enjoyment of PHA’s premises by other Tenants, PHA employees, agents of PHA, or persons residing in the immediate vicinity of the premises”, and that “a criminal conviction is not needed to demonstrate serious violations of the Lease”. The letter further states “[f]ailure by the tenant to comply with these Tenant Obligations is grounds for termination of this Lease” and “[t]o act...in a manner that will not disturb other Tenants’ peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other Tenants.”
31. Further, the lease termination letter states Complainant’s lease would be terminated in 3 days on September 18, 2020, and that an eviction would be filed on September 21, 2020, if Complainant did not vacate the premises. In addition, Complainant was notified of the right to request a formal hearing in writing before noon on September 18, 2020, and that the hearing must take place by 3:00 on that day.
32. On the afternoon of September 15, 2020, Complainant provided Respondents with a copy of the hospital after-visit summary, which showed he was diagnosed with ketonuria, a symptom of diabetes, and hypertension and that his blood pressure was 208/120, and that he was treated with sodium chloride, as well as being told to follow up with his primary care physician.
33. On September 17, 2020, Respondent Everett emailed two employees, stating she spoke to someone in the police records department and that that person stated Complainant had come to the police station for a copy of the police report and he was “slow sort of like in the video; he spoke slowly but did not stumble and fall down...**NAME REDACTED** stated he was having a medical episode.”

34. On September 18, 2020, Complainant submitted a written request for a hearing, and Respondent GHA provided a hearing before Respondent McHugh on the same day.
35. Respondents did not allow Complainant to bring witnesses to speak on his behalf or to cross-examine any witnesses at the hearing.
36. At the hearing, Respondent McHugh asked Complainant why he was “banging on doors,” to which he replied he previously had two heart attacks, has “heart problems,” is diabetic, and takes a lot of medication. Complainant explained that the day of the incident, he was having a “medical episode” and went to look for his mother and knocked on neighbors’ doors, asking for help or to use their phone because he could not find his phone or his mother. Complainant stated that he felt “very disoriented, really bad” and “like his heart was going to explode,” and that he thought he “was dying”; he had never experienced that before, and that he did not mean to scare the other residents.
37. Respondent McHugh asked Complainant if he was drinking alcohol that night to which he responded that he wasn’t drinking alcohol; Further, Complainant stated that he went to the hospital on September 12, 2020, and that his blood pressure was at stroke level and his blood sugar was bad.
38. Respondent McHugh stated that Complainant had not been administered medication at the hospital, that the hospital after-visit summary only showed the hospital ran an IV of sodium chloride, and Complainant stated that he thought he had been given medication.
39. During the hearing, Respondent McHugh asked Complainant about an incident involving Complainant crashing his truck into a light pole on GHA property in May 2020. Complainant responded that the incident happened off of GHA property, was caused by a broken steering arm, and was reported to his insurance company.
40. Finally, Respondent McHugh stated Complainant scared the seniors and his behavior could not happen again to which Complainant responded that he didn’t mean to scare them, that this had never happened before, that he had a doctor’s appointment coming up the next week, that he could not control his medical problem, and then he asked if he could stay at the subject property.
41. Respondent McHugh upheld the lease termination and provided Complainant a letter that same day stating such. Further, the September 18, 2020, termination letter stated the reason for termination was for Complainant engaging in behavior that “threatened the safety of the residents”. The letter also stated “[t]he GHA lease states you are not allowed on property and may not visit your mother who lives on GHA property. If you are discovered on GHA property, you are jeopardizing your mother’s lease, her lease will be terminated.”
42. On September 22, 2020, Respondent GHA initiated eviction proceedings in the local court, stating that Complainant engaged “in behavior that threatens the safety of tenants.”

43. On September 23, 2020, Complainant visited Dr. Bah who changed his medications and asked him to follow up with his cardiologist.
44. On October 6, 2020, Complainant's counsel in the eviction proceedings submitted a letter from Dr. Bah dated October 5, 2020, to the court and Respondent GHA that stated she had been caring for Complainant since October 29, 2013, and that she had been treating his hypertension and diabetes.
45. The letter further stated, Complainant "was seen in the emergency department at Baylor Grapevine on 9/12/20. He was having chest pain the day prior and was confused later in the night. Upon arrival at the emergency department his blood pressure was 196/135. His blood sugar that morning was 102, I have suspicion though it must have been lower previously in the night as he was complaining of hypoglycemic symptoms while in the emergency department." She went on to explain that she has changed his blood pressure medication dosages and his blood pressure is better controlled. She also noted Complainant had purchased a medical alert bracelet in case there was a future medical event, and that he was "able to perform independently his activities of daily living and manages well his medications." She also invited others to contact her if there were any further questions or concerns.
46. On October 15, 2020, Complainant's eviction hearing commenced, wherein Complainant and his counsel again spoke about his disability, the medical event that occurred on September 11, and requested to remain at the subject property.
47. Respondent GHA prevailed on the eviction case, and on November 6, 2020, Complainant appealed the decision.
48. On January 10, 2021, Complainant was hospitalized for chest discomfort.
49. On March 5, 2021, Complainant emailed Respondent Everett and another GHA employee, stating he was "making an immediate request to the Grapevine Housing Authority for [Complainant] to be allowed to stay in [his] apartment as a Reasonable Accommodation for [his] medical condition." The letter also stated he was "[p]romising to not engage in such behavior again. And to enter into a behavior plan, over time, to show that I am fully in committment [sic] in keeping with my medical under control disability related behavior with medication, counseling, or doctor's recommendation."
50. Respondent Everett replied to this email on March 5, 2021, stating "Thank you **NAME REDACTED**, I received it and will review."
51. On March 5, 2021, Complainant's eviction counsel sent a letter via email to Respondent GHA's representative, which stated Complainant "hereby makes a formally [sic] request to [Respondent GHA] for a reasonable accommodation of his mental and emotional disability with regards as to his lease provisions that prohibit a tenant from engaging in any activity or conduct that affects the health, safety of other tenants or their quiet

enjoyment of the property – lease provisions 11-t and 11-u.” The letter also stated, “this request is being made pursuant to provision 10-j of the lease agreement between CGHA and **NAME REDACTED**, the Federal Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, 29 USC §794 and any other applicable state or federal law.”

52. On March 16, 2021, Complainant’s attorney wrote a letter supplementing the March 5, 2021, letter. The March 16, 2021, letter reiterated Dr. Bah’s October 5, 2020, letter, and stated Complainant had taken steps to “ensure he would not pose an immediate threat to the health and safety of tenants.” The letter also referenced Dr. Bah’s letter wherein she discussed Complainant’s medical conditions, her medical opinion regarding the impact of his blood sugar on his actions on September 11, and the medical steps that she and Complainant had taken to better control his medical conditions, including adjusting his medication and Complainant wearing a medical alert bracelet. Complainant’s attorney stated that these actions should demonstrate Complainant was no longer an immediate threat to GHA residents, and noted that an incident like September 11, 2020, had not occurred before or since.
53. On March 25, 2021, the GHA Board of Commissioners met and entered an executive session to receive advice from the city attorney regarding the pending eviction case with Complainant. They then reconvened in the regular meeting and voted for the Executive Director to “address the **NAME REDACTED** matters consistent with the Board’s discussion in Executive Session and to take all other necessary action.”
54. On March 27, 2021, Complainant suffered a heart-related medical emergency and was admitted into the hospital.
55. On April 3, 2021, Complainant suffered another heart-related medical emergency.
56. Dr. Bah submitted letters to the court on April 12, 2021, May 12, 2021, and June 21, 2021, confirming Complainant’s hospital visits, condition, and treatment, and stating that Complainant’s medical condition makes “appearing in court inadvisable at this time.”
57. On April 22, 2021, the GHA Board of Commissioners met and again entered a closed session to receive advice from the city attorney regarding the pending eviction case with Complainant. The minutes from the general meeting reflect that no further action was taken.
58. Complainant’s eviction appeal was continued and rescheduled on March 18, 2021, April 16, 2021, May 18, 2021, June 24, 2021, and August 10, 2021.
59. On August 10, 2021, Respondent GHA stated in an email to HUD that, given the amount of time since Complainant’s “offending conduct,” they planned to dismiss the pending eviction case against Complainant and offer him a lease renewal of their standard lease form under the same terms as his current lease.

60. After months of receiving statements and medical evidence from the Complainant and his doctor, and after Complainant suffering two heart-related medical emergencies, on August 11, 2021, Respondent GHA ended their litigation against Complainant and filed a Nonsuit in the eviction proceedings. The Notice of Nonsuit stated it “is without prejudice to refiling....”
61. Complainant signed the new lease with Respondent GHA on September 1, 2021, effective from October 1, 2021, to September 30, 2022.
62. On September 22, 2021, Complainant stated that he still believed GHA wanted to evict him because the nonsuit was filed without prejudice, which he was told meant that they could bring him to court anytime they wanted. Complainant worried that even after he signed the new lease, he would still be evicted by GHA for the same incident.
63. On or about December 17, 2021, Complainant provided written notice to Respondents that he was giving notice to move out of his unit on December 31, 2021.
64. In the notice, Complainant explained that his leaving was due to “the stress [he] had to endure this past year and the toll it has taken on [his] health,” including several heart attacks causing permanent damage to his heart that could not be repaired. Complainant stated that he had never received notification from Respondent GHA that his eviction case had been dropped, and that this made him “feel stressed that they will do this again.”
65. On or about December 31, 2021, Complainant vacated the subject property.
66. As a result of Respondents’ discriminatory conduct, Complainant suffered actual damages including, but not limited to physical and emotional distress, inconvenience, and out-of-pocket expenses.

D. Fair Housing Act Violations

67. As described above, Respondents violated 42 U.S.C. § 3604(f)(1) by discriminating against Complainant when, because of his disabilities, they terminated his lease. 42 U.S.C. §§ 3604(f)(1); 24 C.F.R. §§ 100.50(b)(1) and 100.202(a).
68. As described above, Respondents violated 42 U.S.C. § 3604(f)(1), as defined by 42 U.S.C. § 3604(f)(3)(B), because they otherwise made housing unavailable to Complainant when they refused to grant Complainant’s request to allow him to remain in the subject property, when such accommodation was necessary to afford him an equal opportunity to use and enjoy a dwelling. 42 U.S.C. §§ 3604(f)(1) and (f)(3)(B); 24 C.F.R. §§ 100.202(a) and 100.204(a).
69. As described above, Respondents violated 42 U.S.C. § 3604(f)(2), as defined by 42 U.S.C. § 3604(f)(3)(B), because they discriminated in the terms, conditions, or privileges of Complainant’s tenancy when they refused to provide a reasonable

accommodation, specifically allowing him to remain at the subject property, when such accommodation was necessary to afford him an equal opportunity to use and enjoy a dwelling. 42 U.S.C. §§ 3604(f)(2) and (f)(3)(B); 24 C.F.R. §§ 100.202(b) and 100.204(a).

III. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of Regional Counsel, Region VI, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents GHA, Everett, and McHugh with engaging in discriminatory housing practices in violation of the Act and requests that an order be issued that:

1. Declares that the discriminatory housing practices of Respondents, as set forth above, violate the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*;
2. Enjoins Respondents and their agents, employees, successors, and all other persons in active concert or participation with them, from discriminating because of disability in any aspect of the sale, rental, use, or enjoyment of a dwelling pursuant to 42 U.S.C. § 3612(g)(3);
3. Requires Respondents to attend training that addresses the Fair Housing Act's prohibitions against disability discrimination;
4. Awards such monetary damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainant for his actual damages caused by Respondents' discriminatory conduct;
5. Awards a civil penalty of \$24,793 against each Respondent for each violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
6. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

Sakeena Adams
Regional Counsel for Region VI

Allyssa Wheaton-Rodriguez
Associate Regional Counsel for Litigation for Region VI

Victoria S. Crosby
Trial Attorney
U.S. Department of Housing
and Urban Development
Office of General Counsel, Region VI
307 W. 7th Street, Ste. 1000
Fort Worth, TX 76102
Telephone: 817-978-5578
Victoria.S.Crosby@hud.gov

Amber J. Ward
Trial Attorney
U.S. Department of Housing
and Urban Development
Office of General Counsel, Region VI
307 W. 7th Street, Ste. 1000
Fort Worth, TX 76102
Telephone: 817-978-5929
Amber.J.Ward@hud.gov

Date: _____