

Hon. Robert S. Lasnik

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WESTERN DISTRICT OF WASHINGTON
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CV 01 01133 00000019

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,)
Plaintiff,)
v.)
SEATTLE HOUSING AUTHORITY,)
Defendant.)

Case No. C01-1133L
CONSENT DECREE

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The United States has filed this action on behalf of Marguerite Richard against the Seattle Housing Authority ("SHA" or "the Authority"). SHA owns and manages low income housing throughout Seattle. The Complaint alleges that SHA has violated the Fair Housing Act, 42 U.S.C. §§ 3601, et seq., by failing to make a reasonable accommodation to Marguerite Richard.

In November 1993, Ms. Richard moved into an apartment unit at the Center West development at 533 Third Avenue West in Seattle, Washington. Center West is owned and managed by SHA. The Complaint alleges that Ms. Richard meets the definition of a person with a "handicap" under the Fair Housing Act, 42 U.S.C. § 3602 (h) (1) due to her respiratory

ORIGINAL

CONSENT DECREE
Cause No. C01-1133L

Office of the General Counsel
Seattle Housing Authority
120 Sixth Avenue North
Seattle, Washington 98109
(206) 615-3575

1 conditions. The Complaint alleges that Ms. Richard experienced a decline in her health due to
2 second-hand cigarette smoke that entered her unit from the units of other tenants. The
3 Complaint alleges that Ms. Richard made several requests for SHA to transfer her to another
4 unit as a reasonable accommodation of her disability and that SHA denied these requests.
5

6 The United States and SHA now agree that it is in their respective interests to settle and
7 resolve this matter between themselves. Accordingly, the United States and SHA consent to
8 the entry of this Consent Decree, subject to approval by the Court. The United States and SHA
9 intend with this Consent Decree to resolve all issues in this action between them and to resolve
10 all claims which have been made or could be made in this action for any permanent or
11 temporary injunction, temporary restraining order, or order enjoining SHA from engaging in
12 any practice or ordering any affirmative action under 42 U.S.C. § 3613 (c) (1). SHA enters into
13 this Consent Decree in order to resolve all disputed issues in this matter with the United States,
14 and by doing so, SHA does not concede or admit that it has any liability to any party in this
15 matter or that any of the claims made in this matter are true and valid. The United States and
16 SHA do not intend with this Consent Decree to limit or to expand Marguerite Richard's ability
17 to intervene in this matter on her own behalf under 42 U.S.C. § 3612 (o) (2).
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20 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**
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I. INJUNCTIVE PROVISIONS

A. INJUNCTIVE RELIEF

1. SHA is hereby enjoined from performing any acts which have the purpose or the effect of subjecting any qualified individual with a handicap, as defined in 42 U.S.C. § 3602 (h), to discrimination solely on the basis of the handicap, including:

- a) Denying a qualified individual with a handicap the opportunity to participate in, or benefit from, the housing, aid, benefit, or service;
- b) Failing to afford a qualified individual with a handicap the opportunity to participate in, or benefit from, the housing, aid, benefit, or service that is equal to that afforded to others;
- c) Failing to provide a qualified individual with a handicap any housing, aid, benefit or service that is as effective in affording such individual an equal opportunity to obtain the same result, to gain the same benefit or to reach the same level of achievement as that provided to others; (to the extent compliance with this subpart requires granting a reasonable accommodation, such accommodation shall be granted unless such action would result in an unreasonable financial or administrative burden on SHA);
- d) Providing different or separate housing, aid, benefits, or services to individuals with handicaps from that provided to others unless such action is necessary to provide qualified individuals with handicaps with housing, aid, benefits, or services that are as effective as those provided to others;

- 1 e) Providing significant assistance to an agency, organization, or person that
2 discriminates on the basis of handicap in any aspect of a federally assisted activity;
3
4 f) Denying a qualified individual with a handicap the opportunity to participate as
5 a member of a planning or advisory board based on their disability status;
6
7 g) Denying a dwelling to an otherwise qualified renter because of a handicap that
8 he/she may have;
9
10 h) Limiting, in any manner, a qualified individual with a handicap in the enjoyment
11 of any right, privilege, advantage, or opportunity afforded to others; (to the extent
12 compliance with this subpart requires granting a reasonable accommodation, such
13 accommodation shall be granted unless such action would result in an unreasonable
14 financial or administrative burden on SHA);
15
16 i) Utilizing criteria or methods of administration for the purpose of subjecting
17 qualified individuals with handicaps to discrimination on the basis of their handicap.

18 2. SHA shall consider any and all requests for accommodations in its application of rules
19 and policies and in its practices in the administration of SHA's housing programs in accordance
20 with the requirements of the Fair Housing Act, 42 U.S.C. §§ 3601, et seq.

21 3. Toward this end, SHA and all persons and entities over whom it has authority or control
22 shall ensure the following:

- 23 a) All dwellings administered by them will be made available to all persons
24 without unlawful discrimination on the basis of handicap;
25

1 b) Upon what can be reasonably interpreted to be a request for a reasonable
2 accommodation or modification, reasonable accommodations or modifications will be
3 made in rules, policies, practices or services, that may be necessary to afford persons
4 with handicaps an equal opportunity to receive, use and enjoy assistance or dwellings
5 administered by them. A failure to make such accommodations or modifications
6 constitutes discrimination;

7
8 c) SHA shall communicate with all of their prospective housing assistance
9 applicants and recipients of housing or assistance without discriminating on the basis of
10 handicap concerning the availability of and the requirements for obtaining assistance or
11 dwellings administered by them;

12
13 d) SHA shall not make, print, or publish any notice, statement, or advertisement
14 with respect to the administration of any program that indicates any preference,
15 limitation or discrimination based on handicap; and

16 e) SHA shall not maintain, implement, effectuate, or countenance, directly or
17 indirectly, any policy or practice that makes any restriction on the basis of handicap.

18
19 4. SHA shall not intimidate, threaten, coerce, or discriminate against any person for the
20 purpose of interfering with any right or privilege secured by the Fair Housing Act, Section 504
21 or the ADA, or because he or she has made a complaint, testified, assisted, or participated in
22 any manner in an investigation, proceeding, or hearing under the Fair Housing Act, Section 504
23 or the ADA.
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1 5. Within sixty (60) days of the date of the entry of this Consent Decree, SHA must show
2 it has set out, in writing, objective, uniform and specific guidelines concerning reasonable
3 accommodations and modifications for persons with disabilities in the administration of SHA's
4 housing programs. Such guidelines must include:

- 5
- 6 a) Provisions for accepting and processing requests for accommodations in and
7 modifications of its housing policies and practices;
 - 8 b) Provisions for acknowledging and processing, not only clearly worded requests
9 for accommodations in and modifications of its housing policies and practices, but also
10 any communications that reasonably put an employee of SHA on notice that a person
11 may have a disability that may need an accommodation in or modification of housing
12 policies and practices under the Fair Housing Act, Section 504, or the ADA;
 - 13 c) Provisions regarding the confidentiality of any medical information provided or
14 obtained;
 - 15 d) Information on the person identified by SHA to receive and process reasonable
16 accommodation requests pursuant to the Fair Housing Act, Section 504, and the ADA,
17 including his or her address and telephone number. SHA shall publicly identify the
18 employee(s) selected as its "Section 504 Coordinator;"
 - 19 e) Provisions for coordination between the individual(s) identified in the preceding
20 paragraph and the housing programs coordinators, managers and staff;
 - 21 f) Provisions for providing assistance in locating available accessible dwelling
22 units to families that include individuals with disabilities in need of such;
 - 23
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1 6. SHA shall forward these written guidelines to the Chief of the Housing and Civil
2 Enforcement Section – G Street, Attn: 175-82-120, Civil Rights Division, U.S. Department of
3 Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530 for approval. The United
4 States shall have thirty (30) days from the date of receipt of the written guidelines to respond
5 with an approval or an objection. If the United States objects to the proposed written
6 guidelines and proposes changes, SHA shall have thirty (30) days from receipt of the changes
7 to agree to such. If an agreement is not reached the United States and SHA shall confer in a
8 good faith effort to resolve their differences before bringing the matter before the court.
9

10 7. If, during the term of this agreement, SHA proposes to make changes to the written
11 guidelines, it shall notify the Chief of the Housing and Civil Enforcement Section of the Civil
12 Rights Division of the U.S. Department of Justice. The United States shall have thirty (30)
13 days from the date of notification to respond to any proposed change(s). If the United States
14 does not object to the SHA's proposal within those thirty (30) days, the changes will take
15 effect. If the United States objects to the proposed change(s), the change(s) shall not be
16 effected unless otherwise ordered by the court. The United States and the Authority shall
17 confer in a good faith effort to resolve their differences before bringing the matter before the
18 court.
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1 8. SHA shall draft a notice informing all applicants and tenants of its reasonable
2 accommodation policy. SHA shall submit a copy of the proposed notice to the United States
3 for its approval by no later than the date set forth in paragraph A.5 above.
4

5 9. SHA shall process, pursuant to the written guidelines, all requests made of it that can be
6 reasonably interpreted to involve a request for reasonable accommodations or modifications,
7 even if such requests do not use the terms "reasonable accommodation" or "reasonable
8 modification." Each such request shall be evaluated pursuant to the written guidelines and the
9 current reasonable accommodation and modification law.
10

11 10. SHA shall take all necessary steps to assure effective communication with applicants,
12 beneficiaries, and members of the public, including furnishing appropriate auxiliary aids when
13 necessary, as required by 24 C.F.R. § 8.6(a).

14 11. SHA shall adopt and implement procedures adequate to ensure that interested persons,
15 including persons with impaired vision or hearing, can obtain information concerning the
16 existence and location of accessible services, activities, and facilities, as required by 24 C.F.R.
17 § 8.6(b).
18

19 12. SHA shall document its efforts to satisfy the notice requirements contained in 24 C.F.R.
20 § 8.54, outlining the steps taken to notify those with hearing and vision impairments.

21 **B. EMPLOYEE EDUCATION**

22 SHA agrees to conduct an educational program for managers and staff responsible for
23 administering SHA's Low Rent Public Housing and Section 8 programs within 180 days of the
24 effective date of this Consent Decree. The program will inform the employees of their
25

1 responsibilities under Section 504 and the ADA as well as under the provisions of this Consent
2 Decree. Such a program shall consist of:

3
4 1. The distribution to each SHA employee of a copy of this Consent Decree and a letter
5 summarizing SHA's policies of non-discrimination under Section 504 and the ADA. The
6 letter will also inform employees of the revisions to SHA's reasonable accommodation policy.
7 The letter and Consent Decree may be distributed either individually or at a general meeting
8 and shall inform the employee of the responsibilities of SHA and its employees with regard to
9 SHA's non-discrimination policies.
10

11 2. The receipt of a signed statement from each SHA employee that he or she has received
12 and read the letter and a copy of this Consent Decree and has participated in the training
13 described above.

14 3. The distribution to each SHA employee hired after the effective date of this Consent
15 Decree of a copy of the letter described in Section B.1 above and a copy of this Consent
16 Decree. Each such employee shall be required, within thirty (30) days of the date he or she
17 commences employment with SHA, to sign a statement that he or she has received and read
18 the letter described in Section B.1 above and a copy of this Consent Decree.
19

20 4. The submission by SHA to the United States within 210 days of the effective date of
21 this Consent Decree, of a copy of the signed statements, specified in B.2 above. The copies
22 shall constitute evidence of compliance by SHA under this Section.
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1 **C. SMOKE-FREE FLOORS AND BUILDINGS.**

2 SHA agrees to reinforce its policy prohibiting smoking in public areas of SHA
3 residential buildings by issuing a notice to all residents informing them of that policy within
4 thirty (30) days of the effective date of this Consent Decree. SHA shall provide the United
5 States with a copy of the issued notice within forty-five (45) days of the effective date of this
6 Consent Decree.
7

8 SHA agrees to implement the proposal of the Seattle Housing Authority's Board of
9 Commissioners, which was passed on May 24, 2001, to turn all buildings in the Tri-Court
10 Facility into non-smoking buildings.
11

12 **D. RECORDKEEPING AND SUBMISSION OF REPORTS**

13 SHA agrees to provide the United States with the reports and information specified by
14 the United States in this Section, in accordance with the time frames and duration of reporting
15 periods established for each report.
16

17 1. SHA shall submit its revised policies on reasonable accommodation (as described
18 above) to the United States within sixty (60) days of the effective date of this Consent Decree
19 for approval. The United States agrees to complete its review of the policy revisions within
20 thirty (30) days of receipt from SHA.

21 2. SHA shall submit its proposed Reasonable Accommodation Request approval letter to
22 the United States within sixty (60) days of the effective date of this Consent Decree for
23 approval. The United States agrees to complete its review of the letter within thirty (30) days
24 of receipt from SHA.
25

1 3. SHA shall submit its proposed Reasonable Accommodation Request denial letter to the
2 United States within sixty (60) days of the effective date of this Consent Decree for approval.
3 The United States agrees to complete its review of the letter within thirty (30) days of receipt
4 from SHA.
5

6 4. SHA shall submit a copy of the proposed notice on its reasonable accommodation
7 policy to the United States within sixty (60) days of the effective date of this Consent Decree
8 for approval. The United States agrees to complete its review of the notice within thirty (30)
9 days of receipt from SHA.
10

11 5. SHA shall provide the United States with a copy of the notice to all tenants concerning
12 SHA's smoking policy within sixty (60) days of the effective date of this Consent Decree.

13 6. Twelve months after the date of entry of this Consent Decree and every twelve months
14 thereafter for a total period of three years, SHA shall submit a report documenting all
15 reasonable accommodation requests received from disabled applicants and tenants to the
16 United States. The report should reflect reasonable accommodation requests received by SHA
17 during the preceding twelve month period.
18

19 7. Twelve months after the date of entry of this Consent Decree and every twelve months
20 thereafter for a total period of three years, SHA shall submit a report to the United States
21 describing the actions it has taken in response to the reasonable accommodation requests
22 described herein. The report shall be accompanied by documentation reflecting the actions
23 taken by SHA to respond to the reasonable accommodation requests.
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1 **E. INSPECTION OF DOCUMENTS**

2 For the duration of this Consent Decree, SHA shall preserve all records pertaining to
3 SHA's obligations under the Consent Decree. Upon reasonable notice to SHA's counsel,
4 representatives of the U.S. Department of Justice shall be permitted to inspect and copy all
5 such records at reasonable times in order to monitor SHA's compliance with this Consent
6 Decree. This right of inspection granted to the U.S. Department of Justice shall not limit any
7 rights of other federal agencies under separate authority to inspect the Authority's records.
8

9 **F. MISCELLANEOUS**

10 SHA has provided Marguerite Richard with an air filtration unit that removes smoke
11 and dust from the air in her apartment. SHA agrees to continue providing the unit for Ms.
12 Richard as long as Ms. Richard remains in housing under the administration of SHA.
13

14 The United States and SHA do not intend with this term to limit or expand Marguerite
15 Richard's ability to intervene in this matter on her own behalf under 42 U.S.C. § 3612(c) (2).
16

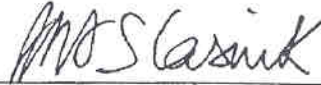
17 **II. JURISDICTION AND ADMINISTRATION**

18 This action is dismissed with prejudice as to all claims of the United States. This
19 Consent Decree shall remain in effect for a period of three (3) years following the date this
20 Consent Decree becomes final, and the Court shall retain jurisdiction over this action for
21 purposes of resolving any disputes that may arise under the Consent Decree. The parties to
22 this Consent Decree shall endeavor in good faith to resolve informally any differences
23 regarding interpretation of and compliance with this Consent Decree prior to bringing such
24 matters before the Court for resolution. The signatures of the parties to this Consent Decree
25

1 constitute waivers by each party of any right to challenge the validity of this Consent Decree
2 at any time.

3
4 DONE IN OPEN COURT

June 6, 2002

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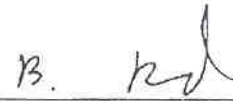
7 United States District Judge

8 For Defendant Seattle Housing
9 Authority

For the United States:

10
11 

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14 Seattle Housing Authority
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16 Seattle, Washington 98019
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19 

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CONSENT DECREE
Cause No. C01-~~8108~~ 11334