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**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

WASHINGTON STATE HUMAN  
RIGHTS COMMISSION, presenting  
the case in support of the complaint  
filed by CARMEN ROMERO,

Plaintiff,

v.

HOUSING AUTHORITY OF THE  
CITY OF SEATTLE,

Defendant.

NO.

COMPLAINT

**I. INTRODUCTION**

**1.1** Plaintiff Washington State Human Rights Commission (the Commission), by and through its attorney, Ashley McDowell, Assistant Attorney General, files this action against Defendant Housing Authority of the City of Seattle (SHA) to remedy unlawful discrimination on the basis of disability in a residential housing transaction, facility, or service.

**1.2** This is an action under the Washington Law Against Discrimination (WLAD) to correct unlawful and discriminatory housing practices, and to provide appropriate relief to Carmen Romero, who was adversely affected by such practices. The Commission alleges that Defendant SHA unlawfully discriminated against Ms. Romero when they refused to provide a

1 reasonable accommodation that was necessary to afford Ms. Romero an equal opportunity to use  
2 and enjoy a dwelling, in violation of RCW 49.60.222(2)(b).

## 3 **II. JURISDICTION AND VENUE**

4 **2.1** The Commission has authority to prosecute this case pursuant to RCW 49.60.340.  
5 RCW 49.60.240(1)(c) requires the Commission to investigate complaints of housing  
6 discrimination and, if it makes a finding of reasonable cause to believe discrimination has  
7 occurred, to seek relief for such discrimination. If, after a finding of reasonable cause, an  
8 agreement to eliminate the unfair practices is not reached, either complainant or respondent may  
9 elect to have the claims on which reasonable cause was found decided in a civil action in superior  
10 court under RCW 49.60.030(2). RCW 49.60.340(1)–(2). SHA timely made such an election.

11 **2.2** This Court has jurisdiction over this matter pursuant to RCW 49.60.340(2), as the  
12 Commission has commenced this action within thirty days of SHA’s election to have the claims  
13 herein decided in a civil action under RCW 49.60.030(2).

14 **2.3** The violations alleged in this Complaint were committed, in whole or in part, in  
15 King County. Venue is thus proper in King County pursuant to RCW 4.12.020. SHA resides and  
16 transacts business in King County, such that venue is also proper in King County pursuant to  
17 RCW 4.12.025.

## 18 **III. PARTIES**

19 **3.1** Plaintiff is the Washington State Human Rights Commission.

20 **3.2** SHA is an independent public corporation that provides rental housing and  
21 housing assistance services to low-income, elderly, and disabled residents and administers  
22 vouchers to low-income tenants who receive housing assistance.

## 23 **IV. FACTUAL ALLEGATIONS**

24 **4.1** SHA maintains and runs a Section 8 Housing Choice Voucher program, which  
25 enables low-income tenants to rent with landlords throughout the city of Seattle. According to  
26 the Seattle Housing Authority website, SHA’s Housing Choice Voucher Department “maintains

1 a voucher waitlist, certifies applicant eligibility, issues vouchers, administers utility allowances  
2 and establishes voucher payment standards – the subsidy that SHA pays towards rent.” Also  
3 according to SHA’s website, SHA administers 10,886 vouchers citywide.

4 **4.2** Ms. Romero has Post Traumatic Stress Disorder, Bipolar Depression,  
5 Generalized Anxiety Disorder, and Panic Disorder, in addition to learning disabilities. These  
6 disabilities impact Ms. Romero’s decision making ability, comprehension, concentration, and  
7 ability to process multi-step directions. She is a person with a disability as defined by  
8 RCW 49.60.040(7).

9 **4.3** Ms. Romero was a participant in the Section 8 Housing Choice Voucher program  
10 and received a voucher administered by SHA from January 17, 2012 to June 30, 2017.

11 **4.4** On or about May 30, 2017, Ms. Romero began an email exchange with SHA  
12 Certification Specialist II Katherine Wiles concerning Ms. Romero’s upcoming plans to move  
13 to Florida on July 1, 2017. Ms. Wiles managed a caseload of voucher recipients who had  
14 disabilities. Ms. Romero stated that she was moving to Florida and indicated that it was her  
15 understanding that she could not transfer her voucher out of state and would need to reapply for  
16 a new voucher in Florida. She asked if she needed to come into the office to fill out paperwork  
17 in order to move. Ms. Wiles instructed Ms. Romero that she would have to fill out paperwork to  
18 give up her voucher, and indicated that she would leave the paperwork at the front desk for  
19 Ms. Romero. Ms. Romero asked Ms. Wiles to confirm whether Ms. Romero could actually  
20 transfer her voucher for use near St. Augustine, Florida.

21 **4.5** Ms. Romero and Ms. Wiles continued to communicate via email about  
22 Ms. Romero’s voucher. Ms. Wiles told Ms. Romero that she would not be able to transfer her  
23 voucher because there was no housing authority to administer her voucher in the Florida zip code  
24 that Ms. Romero was moving to.

25 **4.6** Ms. Wiles provided a “Voluntary Program Exit” form dated June 19, 2017 to  
26 Ms. Romero. Ms. Wiles wrote on the Exit form, “[Y]ou emailed me on 6/12/17, you told me that

1 you are voluntarily giving up your Housing Choice Voucher effective 6/30/17. Congratulations  
2 on reaching a level of self-sufficiency where you can move on from our program. We want to  
3 make sure you understand what giving up your Voucher means. By voluntarily giving up your  
4 Voucher, your household will no longer have your rent subsidized by Seattle Housing and you  
5 will not have your Voucher reinstated... Please read and sign the box below and provide any  
6 comments you would like to share about leaving the program.”

7       **4.7**     On June 19, 2017, Ms. Romero filled out the “Voluntary Program Exit” form,  
8 stating, “I am moving to Florida (Palatka). I gave [Ms. Wiles] the zip code however there is no  
9 housing authority office with the zipcode I provided. I will be on a flight 6/21/17 and moved out  
10 on that day. Thank you!”

11       **4.8**     The Palatka Housing Authority is located at 400 North 15th Street, Palatka,  
12 Florida. The Palatka Housing Authority serves the zip code provided to Ms. Wiles by  
13 Ms. Romero.

14       **4.9**     On June 26, 2017, Ms. Romero sent an email to Ms. Wiles stating, “I am now in  
15 Florida and the zip code I am living at is 32076. Can you transfer my paperwork to this zip codes  
16 housing authority office? It should be St. Johns County. I know you didn’t hear back from the  
17 other county but that is ok because I am residing here in 32076. Please let me know where I go  
18 from here and if you can transfer my paperwork.”

19       **4.10**    On June 27, 2017, Ms. Wiles responded, “[Y]ou voluntarily gave up your voucher  
20 and as that form states you can’t reverse it.”

21       **4.11**    Although Ms. Romero moved to Florida to pursue a job opportunity, once she  
22 arrived in the state, she learned that she had been lured into a sex trafficking scheme. Ms. Romero  
23 fled to a local shelter in St. Augustine, Florida, where she stayed for one night before returning  
24 to Seattle on July 4, 2017.

1           **4.12** Once back in Washington, Ms. Romero had difficulty obtaining stable and  
2 affordable housing, particularly because her limited disability benefits were insufficient to cover  
3 market-rate rent in the Seattle housing market.

4           **4.13** On January 26, 2018, through counsel, Ms. Romero submitted a request to SHA  
5 for a reasonable accommodation in the form of reinstatement of her voucher.

6           **4.14** In her request, Ms. Romero explained that she had a learning disability and Post-  
7 Traumatic Stress Disorder stemming from childhood trauma.

8           **4.15** As part of Ms. Romero's reasonable accommodation request, Ms. Romero  
9 submitted documentation of her disability and its effects, including a letter from her psychiatric  
10 mental health provider at Sound Mental Health outlining her PTSD diagnosis and possible  
11 Bipolar 2 disorder diagnosis and the impact on her cognitive functions and thought processes.  
12 He explained that she needed to be given detailed information in order to understand the  
13 consequences of her actions and that she benefitted from in-person interaction in order to  
14 comprehend information at the same level as someone without her disability. Additionally, he  
15 noted that at the time that Ms. Romero filled out the paperwork that terminated her voucher, she  
16 had not yet been prescribed medication to help manage her mental health diagnoses.

17           **4.16** Ms. Romero's mental health disabilities, particularly her PTSD and learning  
18 disabilities, made it difficult for her to fully comprehend the risks and consequences – most  
19 crucially, the permanency of signing paperwork to give up her voucher in Seattle. Additionally,  
20 due to the impact of PTSD on her cognitive functioning, she required clear and detailed  
21 instructions in order to evaluate complex circumstances – such as those surrounding her exit  
22 from the voucher program. The communication between Ms. Romero and Ms. Wiles in May and  
23 June 2017 was not clear, detailed, or accurate, which rendered Ms. Romero's exit from the  
24 voucher program less than voluntary.

25           **4.17** SHA's Housing Choice Vouchers Administrative Plan provides for "Special  
26 Issuance Vouchers," which SHA may issue outside of the public waiting list in response to

1 specific situations when the issuance is consistent with SHA’s mission. Amongst circumstances  
2 that may warrant issuance of a Special Issuance Voucher, SHA’s policy explicitly lists “as an  
3 accommodation for a person with a disability.”

4 **4.18** On June 16, 2018, SHA’s ADA/504 Committee denied Ms. Romero’s request for  
5 a reasonable accommodation, finding that (1) since she was no longer a participant in the  
6 Housing Choice Voucher Program, she was not eligible for an accommodation; (2) her record  
7 as a program participant and the information provided did not demonstrate that a disability  
8 caused her to relinquish her voucher; and (3) approval of her request would not provide her with  
9 an equal opportunity to participate in the Housing Choice Voucher program, but would instead  
10 provide her with a benefit that was not available to participants generally. Ms. Romero requested  
11 a hearing to appeal the ADA/504 Committee’s decision.

12 **4.19** SHA’s ADA/504 Committee heard Ms. Romero’s appeal on November 12, 2018  
13 and denied the appeal on November 27, 2018.

14 **4.20** Reinstating Ms. Romero’s voucher would not have constituted a fundamental  
15 alteration in the nature of SHA’s voucher program or created an undue financial or  
16 administrative burden for SHA.

17 **4.21** As a result of her disabilities and SHA’s denial of her reasonable accommodation  
18 request, Ms. Romero was unable to find safe and affordable housing in Seattle. In 2019, she  
19 moved to New Jersey where she was able to rent a room from family friends at a reduced rate.  
20 However, even while in New Jersey, Ms. Romero lost her housing for several months and was  
21 sometimes forced to sleep in local parks. While Ms. Romero is grateful to again have housing,  
22 SHA’s denial of her reasonable accommodation request has caused significant harm to  
23 Ms. Romero. She has lost the ability to live independently and incurred out-of-pocket costs in  
24 relocating to New Jersey. While living in New Jersey, she has applied for a housing voucher in  
25 several nearby localities – only to be told that the waiting lists are sixteen to twenty years long.  
26

**(Violation of the Washington Law Against Discrimination – Failure or Refusal to Provide Reasonable Accommodation Related to Disability)**

**5.2** It is an unfair practice to refuse to make reasonable accommodation 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. RCW 49.60.222(2)(b).

**5.4** SHA discriminated against Ms. Romero by refusing to provide her with a requested reasonable accommodation in the form of reinstatement of her voucher, in violation of RCW 49.60.222(2)(b).

WHEREFORE, Plaintiff Washington State Human Rights Commission prays that the Court:

**6.2** Adjudge and decree that SHA's conduct violated the Washington Law Against Discrimination, including RCW 49.60.222(2)(b);

**6.4** Order other equitable relief which the Court finds necessary to eliminate the effects of past discrimination, to prevent future discrimination, and to place Ms. Romero as close as possible to the position she would have been in but for the discrimination. This includes an order that SHA reinstate Ms. Romero's voucher;

1           **6.5**     Award damages or other appropriate monetary relief to Ms. Romero in an amount  
2 to be proven at trial;

3           **6.6**     Assess a civil penalty against Defendants in the amount of at least \$10,000  
4 pursuant to RCW 49.60.225(1)(a);

5           **6.7**     Award such other relief as the Court may deem just and proper.  
6

7           DATED this 23rd day of March, 2021.  
8

9                                 ROBERT W. FERGUSON  
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