

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE
PENNSYLVANIA HUMAN RELATIONS COMMISSION

LISA CRAWFORD,
Complainant

v.

GREENE COUNTY HOUSING
AUTHORITY, LOIS MOCNIAK,
EXECUTIVE DIRECTOR,
Respondent

PHRC CASE NO. 200601509

JOINT STIPULATIONS OF FACT

FINDINGS OF FACT

CONCLUSIONS OF LAW

OPINION

RECOMMENDATION OF PERMANENT HEARING EXAMINER

FINAL ORDER

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE
PENNSYLVANIA HUMAN RELATIONS COMMISSION

Lisa Crawford,
COMPLAINANT

: 200601509
: HUD No. 03-06-0679-8

v.

Greene County Housing Authority,
Lois Mocniak, Executive Director
RESPONDENT

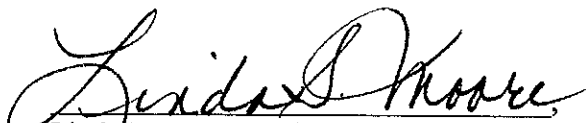
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JOINT STIPULATIONS OF FACT

All parties admit the following facts to the above captioned case, and no further proof thereof shall be required:

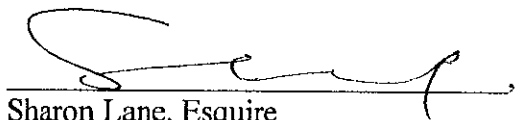
1. The Complainant herein is Lisa Crawford, 122 Wayne Village, Waynesburg PA 15370.
2. The Complainant is an adult female.
3. The Respondent herein is Greene County Housing Authority, Lois Mocniak, Executive Director, 170 East Greene Street, Waynesburg PA 15370.
4. At all times relevant to the above-captioned case, the Complainant lived at the above-listed property, a multifamily housing complex owned and maintained as public housing by Respondent.
5. At all times relevant to the above-captioned case, the property at issue was a housing accommodation.
6. On September 19, 2006, the Complainant timely filed a verified complaint against the Respondent with the Pennsylvania Human Relations Commission (Commission), alleging that, from July 2006 to the time of the filing, the Respondent had failed to provide to her, as a reasonable accommodation for her disability, a "reserved handicap parking space."
7. The Complaint was served upon Respondent on September 22, 2006.

8. The Respondent answered the Complaint on or about November 6, 2006.
9. Following an investigation, the Commission's legal division approved a probable cause finding, and Commission staff notified Respondent of the finding by letter dated August 9, 2007.
10. Following the determination of probable cause, Commission staff attempted to resolve the matter in dispute between the parties by conference, conciliation and persuasion but was unable to do so.
11. In correspondence dated April 23, 2008, Commission staff notified the Complainant and the Respondent that a public hearing had been approved.



Linda Moore, Esquire
Counsel for Respondent

Date 7-30-08



Sharon Lane, Esquire
Assistant Chief Counsel
(In support of the Complaint)

Date 7-25-08

FINDINGS OF FACT*

1. At the time of the Public Hearing, the Complainant, Lisa Crawford (hereinafter "Crawford"), residing at 122 Wayne Village, Waynesburg, Pennsylvania 15370, was a 46 year old female. (N.T. 16, 18; J.S. 1, 2).
2. The Respondent is Greene County Housing Authority, Lois Mocniak Executive Director (hereinafter the "Housing Authority"). (N.T. J.S. 3).
3. At various locations throughout Greene County, the Housing Authority owns and maintains five public housing developments collectively containing a total of 290 housing units. (N.T. 219, 220; J.S. 4).
4. One of the five developments is a 60 unit multi-family housing complex known as Wayne Village. (N.T. 190, 198, 220, 221).
5. At all times relevant, Crawford lived in unit #122 in Wayne Village. (N.T. 16).
6. Unit #122 in Wayne Village is a two floor, two bedroom unit in which the bedrooms and bathroom, are on the second floor. (N.T. 17, 21, 64).
7. There is no fully accessible route into unit #122 as there is no curb cut and there is a step up to the front door. (N.T. 198).
8. Five years earlier, when Crawford first asked for a unit with the Housing Authority, Crawford asked if she could rent a unit with a bathroom on the first floor. (N.T. 61, 62).

* The foregoing "Joint Stipulations of Facts" are hereby incorporated herein as if fully set forth. To the extent that the Opinion which follows recites facts in addition to those here listed, such facts shall be considered to be additional Findings of Facts. The following abbreviations will be utilized throughout these findings of Fact for reference purposes:

N.T. Notes of Testimony
C.E. Complainant's Exhibit
R.E. Respondent's Exhibit
J.S. Joint Stipulations of Fact

9. At the time, the only units available with a downstairs bathroom were four bedroom units. (N.T. 62).
10. Having only one child, Crawford did not qualify for a four bedroom unit, so Crawford rented the two story unit at #122 Wayne Village. (N.T. 62).
11. Presently, The Housing Authority has 40 fully accessible one floor, two bedroom units on Grandview Drive at a complex named Valley Farm. (N.T. 188, 190, 197, 222).
12. In the first three of the five complexes owned by the Housing Authority, utilities are included in a resident's rent. (N.T. 219).
13. In the two most recently acquired complexes, residents pay utilities. (N.T. 219).
14. Utilities are included in Wayne Village units, and residents of Valley Farm pay utilities. (N.T. 32, 67, 188).
15. Crawford's base rent for unit #122 at Wayne Village is \$179.00 per month. (N.T. 189).
16. A resident's rent is based on their income. (N.T. 189).
17. Crawford's principal source of income is from Social Security disability payments. (N.T. 17).
18. Since birth, Crawford has had problems with her hips. (N.T. 17, 19, 61).
19. Crawford has undergone 13 surgeries associated with problems with her hip and indicated that she will soon have hip replacement surgery. (N.T. 17).
20. For the past several years, Crawford has also had neck and back problems including: bulging discs, flattening of the spinal cord, narrowing of the spinal canal, removal of the C-5 and C-6 vertebrae, the placement of metal plates in her back and neck, and plantar fasciitis. (N.T. 18).

21. Until approximately one month before the Public Hearing, Crawford used a cane to help her walk. (N.T. 61).
22. For the month before the Public Hearing, Crawford had been using a walker and was in the process of securing a wheelchair. (N.T. 22, 60, 67).
23. Crawford testified that she has considerable difficulty going up the stairs to the bathroom and bedroom in unit #122. (N.T. 21, 22).
24. Crawford offered that most nights, she sleeps downstairs on a sofa and uses a portable potty that she emptied upstairs at night. (N.T. 21, 22, 65).
25. Further, being able to lift only 3 pounds, Crawford has difficulty and needs help bringing her laundry downstairs. (N.T. 22).
26. 18 years earlier, Crawford had been issued a disability designation placard that she was able to hang from the rear view mirror of any vehicle being used to transport her. (N.T. 24, 25; C.E. 1).
27. After losing the most recently issued disability placard issued to her, on March 26, 2007, Crawford applied for and was issued a disability labeled license plate. (N.T. 26, 27, 69).
28. At no cost to a resident, each unit at Wayne Village is assigned a designated parking space. (N.T. 177).
29. Crawford lives in a building that contains five living units: units #121-125. (N.T. 217, 218).
30. Units #126-130 are in a building directly behind Crawford's building. (N.T. 218).
31. Directly in front of Crawford's building, there are 10 parking areas assigned to units #121-130. (N.T. 73).

32. Because the street is closer to their units than the parking spaces the Housing Authority provides, residents living in units #126-130 often park on the street leaving many of the spaces assigned to units #126-130 unused. (N. T. 218).
33. The depth of each assigned parking area is sufficient to park two vehicles, bumper to bumper. (N.T. 53; C.E. 3, 5).
34. The parking area assigned to unit #122 is directly in front of Crawford's door and when her vehicle is parked next to the curb, the distance from the driver's side door to her front door is 20 feet. (N.T. 133, 208).
35. The Housing Authority supplies each resident with a copy of the Housing Authority's parking rules, which outline the consequences of parking in someone else's assigned spot. (N.T. 177; R. E. 6).
36. When the Housing Authority is notified of a parking violation, a notice of parking rule violation is sent to the offending resident. (N.T. 138, 141, 178).
37. Intentional parking violations could result in eviction. (N.T. 178).
38. Pursuant to Housing Authority policy, a resident may request accommodations for their disabilities. (N.T. 196).
39. If the Housing Authority considers a request for an accommodation to be reasonable, the request is granted. (N.T. 196).
40. Requests considered unreasonable are denied. (N.T. 196).
41. If the Housing Authority feels it needs additional information, the Housing Authority requests a meeting. (N.T. 196).
42. On March 2, 2006, Crawford and Joan Daily, Director of Tri-County Patriots for Independent Living ("TRIPIL"), met with Lois Mocniak; (hereinafter "Mocniak"), to discuss several accommodation issues. (N.T. 89, 155).

43. Prior to the meeting, Mocniak met with Daily alone to discuss problems between Crawford and her neighbors. (N.T. 161).
44. Prior to August 2005, Crawford had never complained about her neighbors and for years, residents of unit's #121-125 simply worked out the parking arrangements. (N.T. 179-181).
45. Prior to July 2005, Crawford had been friends with Kim Smith, (hereinafter "Smith") the then resident of unit #121. (N.T. 182).
46. Beginning in or about August 2005, Crawford and Smith began to lodge complaints about each other. (N.T. 78, 179, 182, 183, 206-207).
47. While the nature of Crawford's complaints varied, a portion of Crawford's complaints about her neighbors dealt with issues regarding Crawford's assigned parking space. (N.T. 137, 182, 184).
48. For example: once, when Crawford returned from an extended trip, she found Smith's daughter's vehicle parked in her space; several times visitors to units #123-124 parked their vehicle behind Crawford's car; and someone had parked a bicycle in the area between space #121 and #122. (N.T. 83-84, 137, 182, 184).
49. In general, Crawford stays to herself and has no interaction with her neighbors. (N.T. 58-59).
50. At the March 2, 2005 meeting, Crawford requested three things:
 - (1) a grab bar in the bathroom between the tub and the toilet;
 - (2) a handrail from the exterior steps to her front door; and
 - (3) some action to enable her to open her car door the whole way so she could more easily get in and out of her car. (N.T. 89, 159, 193).
51. At the March 2, 2005 meeting, Daily requested that Crawford's assigned parking space be designated "handicapped" in such a way as to enable the space to be enforceable by the State Police. (N.T. 89, 161).

52. Daily commented to Mocniak that "if Kim Smith puts one tire on the blue line, [Crawford] could call the police, and she could be fined \$300.00." (N.T. 161; C.E. 6).
53. Mocniak responded that if Crawford experienced problems, Crawford could call the Housing Authority's office. (N.T. 34, 156).
54. At the meeting, Crawford was only asking for a wider space. (N.T. 160).
55. Mocniak offered to move Crawford's parking space over to space #121 which was next to a sidewalk which would have afforded Crawford the opportunity to always be able to open her car door the whole way. (N.T. 33, 199).
56. As an alternative, Mocniak offered to widen Crawford's parking space by taking a little space from the other nine spaces and repainting the lines to reflect the widening of space #122. (N.T. 159).
57. Mocniak also offered to facilitate Crawford moving to an accessible unit at a separate location. (C.E. 6).
58. The accessible unit about which Mocniak spoke was a one floor, two bedroom, fully accessible unit with an assigned handicapped parking space. (N.T. 197; C.E. 6).
59. When Mocniak mentioned the option of Crawford moving to an accessible unit, Crawford asked about the cost as compared to where she was living at Wayne Village. (N.T. 158; C.E. 6).
60. Crawford was told that residents pay for utilities at Valley Farm, but that there was a utility allowance that would likely make the cost the same. (N.T. 158-159).
61. Mocniak also offered to give Crawford comparative figures based on the utility allowance and anticipated consumption. (N.T. 158).

62. No agreement was reached at the March 2, 2006 meeting regarding Crawford's parking spot request. (C.E. 6).
63. On March 7, 2006, Mocniak sent Crawford correspondence requesting additional information regarding Crawford's request for an accessible parking space. (C.E. 6).
64. On March 13, 2006, Mocniak received a physician's script dated January 31, 2006 that listed Crawford's medical problems. (C.E. 6).
65. On March 27, 2006, correspondence was directed to Crawford formally offering to either move Crawford to a fully accessible unit or to assign her to the parking space one space over, adjacent to a side walk. (C.E. 6).
66. On March 31, 2006, Mocniak received correspondence from Crawford communicating Crawford's rejection of the two alternatives offered on March 27, 2006. (C.E. 6).
67. Mocniak tried on several occasions to get Crawford to meet with her to discuss accommodations, but frequently Crawford refused. (N.T. 98).
68. When TRIPIL encouraged Crawford to speak with Mocniak and to accept the Housing Authority's offer to relocate her to an accessible unit, Crawford said, in effect, I'm not going to speak with her, "I'm 46 years old. I'm not going to have nobody tell me what to do. As of now, I haven't, and I'm not going to. I do not want to move." (N.T. 98-99).
69. On March 31, 2006, Mocniak responded to Crawford's rejection by again offering to widen space #122. (C.E. 6).
70. A short while after the March 2, 2005 meeting, a grab bar was installed in Crawford's bathroom, a handrail was installed from the exterior steps to

Crawford's front door, and, although not requested, a taller toilet was installed for Crawford. (N.T. 31, 166-167).

71. In a note to the Housing Authority dated April 3, 2006, Crawford wrote, "The wider spot sounds fine. I would like a sign that says reserved for #122. If you want to put a handicapp (sic) plate on it fine. Thank you." (N.T. 87; R.E. 1)
72. On May 2, 2006, space #122 was re-lined widening the space to 11½'. (N.T. 165, 194).
73. At the same time space #122 was widened, the Housing Authority also redistributed its parking rules to all residents of units #121 through #130. (N. T. 202; R.E. 6).
74. Subsequent to space #122 being widened, Crawford came back to the Housing Authority saying she wanted a "reserved for #122" parking sign. (N.T. 201).
75. Crawford was told space #122 was already assigned to her and that if Crawford experienced problems with neighbors parking in her space, the parking rules would be enforced. (N.T. 201).
76. On school days, parents would drive their children to the school bus stop located near the building in which Crawford lived, and park their car behind Crawford's vehicle awaiting the school bus' arrival. (N.T. 53, 70, 72, 113-114).
77. Crawford testified that she would stand at her front door in her nightgown watching parents of children waiting for the bus who were parked behind her car. (N.T. 72).
78. Crawford would become annoyed just observing someone parked momentarily behind her car. (N.T. 177-118).

79. Crawford offered that if there was a sign designating her space as a handicapped space, she would call the police everyday in an attempt to enforce the prohibition against cars temporarily parking behind her. (N.T. 117-118).
80. On July 10, 2006, the Housing Authority received a second script from Crawford's physician. (N.T. 165, 210; C.E. 8).
81. The July 10, 2006 doctor's script states in part, "Crawford is disabled and she needs a 'disability only' parking space near her home." (N.T. 165, 210; C.E. 8)
82. On July 19, 2006, the Housing Authority requested that Crawford come to a meeting to discuss the doctor's script they had received on July 10, 2006. (N.T. 166; C. E. 6).
83. On July 20, 2006, Crawford called Mocniak and left a message saying she was not coming in for a meeting. (N.T. 168; C.E. 6).
84. On August 2, 2006, the Housing Authority again requested that Crawford meet to discuss the July 2006 Doctor's script. (C.E. 6).
85. On August 10, 2006, Mocniak met with Crawford and a TRIPIL representative, at which time, Crawford requested a handicapped parking sign. (N.T. 193; C.E. 6).
86. Crawford was told that space #122 was already reserved for her exclusive use and that the Housing Authority would enforce parking rules to the point of eviction of another tenant who was found to have intentionally parked Crawford's car in. (N.T. 193; C.E. 6).
87. Approximately one year before the Public Hearing, the Housing Authority was having the parking area near Crawford's residence sealed. (N.T. 204).
88. The Housing Authority paid their contractor extra to paint a handicap symbol on the pavement behind Crawford's car in space #122. (N.T. 203-204).

89. Had Crawford not rejected the opportunity to move into a fully accessible one story, two bedroom unit, the Housing Authority would have fully paid for the cost of such a move. (N.T. 32, 67, 91-92).
90. The Housing Authority would have had a moving company pack and then unpack Crawford as well as pay for any transfer fees associated with utility transfers. (N.T. 199-200).
91. Based on a previously completed utility usage study, for the months of January, February and March, the Housing Authority calculated the utility allowance for a unit at Valley Farm as \$166.00 per month. (N.T. 189; 221-222).
92. Had Crawford elected the Housing Authority's offer to move her to a fully accessible unit at Valley Farm, her rent for the months of January, February and March would have been \$13.00 per month. (N. T. 189).
93. For the months of April, May and June, Crawford's rent would have been \$57.00 per month. (N.T. 190).
94. If a resident of Valley Farm used less utilities than the amount given to them as a utility allowance, that resident was allowed to keep the difference. (N.T. 209).
95. If a resident's utility costs exceeded the utility allowance, that resident could petition for an increase in the utility allowance. (N.T. 224).

CONCLUSIONS OF LAW

1. The Pennsylvania Human Relations Commission has jurisdiction over Crawford, the Housing Authority and the subject matter of the complaint under the Pennsylvania Human Relations Act (hereinafter "PHRA").
2. The parties and the Commission have fully complied with the procedural prerequisites for a public hearing in this matter.
3. Crawford, an individual, is a "person" within the meaning of Section 4(a) of the PHRA 43 P.S. § 954(a).
4. Crawford has a "disability" within the meaning of Section 4(p.1) of the PHRA. Id., at § 954(p.1).
5. The Housing Authority is a "housing accommodation" within the meaning of Section 4(i) of the PHRA. Id., at § 954(i).
6. The complaint filed in this case satisfies the PHRA's Section 9 filing requirements. Id., at § 959.
7. Section 5(h)(3.2) of the Act prohibits the refusal to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a person equal opportunity to use and enjoy a housing accommodation. Id., at § 955(h)(3.2).
8. Crawford has not established by a preponderance of the evidence that the Housing Authority unlawfully discriminated against her by refusing to provide a reasonable accommodation for her disability.
9. The Housing Authority proposed several reasonable accommodations to Crawford.

10. Crawford rejected the Housing Authority's offer to move Crawford to a fully accessible unit.
11. Crawford's refusal to meet with the Housing Authority caused a breakdown in the interactive process.

OPINION

The case arises on a complaint filed by Lisa Crawford (hereinafter "Crawford") against Greene County Housing Authority, Lois Mocniak, Executive Director, (hereinafter the "Housing Authority"), on or about September 19, 2006, at PHRC Case Number 200601509. In her complaint, Crawford alleged that from July 2006 until September 19, 2006, the Housing Authority discriminated against her based on her disability by refusing her a "reserved handicap parking space." Crawford's claim alleges that the Housing Authority violated Section 5(h)(3.2) of the Pennsylvania Human Relations Act of October 27, 1955. P.L. 744, as amended, 43 P.S. §§951 et. seq. (hereinafter "PHRA").

Pennsylvania Human Relations Commission (hereinafter "PHRC") staff conducted an investigation and found probable cause to credit Crawford's allegation of discrimination. The PHRC and the parties then attempted to eliminate the alleged unlawful practice through conference, conciliation and persuasion. However, those efforts were unsuccessful, and this case was approved for Public Hearing. The Public Hearing was held on July 30, 2008, in Waynesburg, Pennsylvania, before Permanent Hearing Examiner Carl H. Summerson. Post-hearing briefs were submitted by the parties in mid-October 2008.

Section 5(h)(3.2) of the PHRA states, "[I]t shall be an unlawful discriminatory practice...[f]or any person to...[r]efuse to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford [a person with a physical disability] equal opportunity to use and enjoy a housing accommodation."

This statutory provision is supplemented by a regulation found at 16 Pa. Code § 45.5(b) which states:

(b) A person may not deny a person with a handicap or disability the opportunity to use, enjoy or benefit from housing accommodations or commercial property subject to the coverage of the act if the basis of the denial is the need for reasonable accommodations. (1) A person may not refuse to make reasonable accommodations in rules, policies, practices and procedures when the accommodations may be necessary to afford a person with a handicap or disability equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

While Crawford's complaint generally alleges that she was refused a "reserved handicap parking space," as the Public Hearing progressed, it became clear that Crawford's claim is far more specific. As a resident of Wayne Village, Crawford has a parking space designated for her exclusive use. This parking space could not be any closer to the front door of her unit. Additionally, in July 2006, the Housing authority had already recently widened the space assigned to Crawford by reducing the width of other spaces and repainting the lines that designate the spaces. The widening of Crawford's assigned parking space was done on May 2, 2006, after Crawford had agreed on April 3, 2006 to the Housing Authority's proposal to widen her space.

Crawford's claim is premised on the Housing Authority's refusal to install a reserved handicapped parking sign that complies with state requirements in such a way as to permit police enforcement on Housing Authority property. Without such a sign, law enforcement has no authority to address alleged improper parking in Crawford's assigned parking space.

Therefore, the first question in this case is whether under all the circumstances present, Crawford's request is necessary and reasonable? Second, did the Housing authority offer Crawford reasonable alternative options that, if accepted, would have sufficiently accommodated Crawford? And finally, did either Crawford or the Housing Authority cause a breakdown in an interactive process that was necessary to determine what accommodation was reasonable?

Generally, to set forth a *prima facie* case of a failure to reasonably accommodate in the housing context, a tenant who has a disability must establish: (1) that she has a disability as defined by the PHRA; (2) that the Respondent knew or had reason to know that she had a disability; (3) that an accommodation was requested; (4) that the requested accommodation is reasonable and necessary to afford the tenant an equal opportunity to use and enjoy the dwelling; and (5) that the Respondent refused to provide the requested accommodation. See. United States v. Cal Mobile Home Park Management Co., 107 F.3d 1374, 1380 (9th Cir. 1997); and Elderhaven, Inc., v. City of Lebbcock., 98 F.3d 175, 178 (5th Cir. 1996).

Of these five *prima facie* elements, there is no dispute in this case regarding elements 1, 2, 3 and 5. The Housing Authority's post-hearing brief concedes that Crawford sufficiently establishes these elements. The Housing Authority correctly observes that the dispute in this case involves whether the nature of Crawford's request was reasonable and necessary.

Generally, the basic factual background of this case is fairly clear, however several important nuances of the factual background requires an initial assessment of credibility. In this regard, Crawford's testimony provides several glaring examples of inconsistent statements. First, Crawford initially testified that parking spaces at Wayne Village are not designated. (N.T. 62). A short while later Crawford offered that a number on the curb does designate her parking space, but that the number had been put there only a year before the Public Hearing. (N.T. 63). Later, Crawford confirmed that her parking space has always been designated with #122 painted on the curb of the space and that a year earlier the designation had simply been repainted. (N.T. 119).

Next, Crawford testified that when she was extended the option of moving to a fully accessible unit at the Housing Authority's Valley Farm complex, no one told her that the unit

was on one floor and had two bedrooms. (N.T. 101, 129). Crawford further offered that she was unaware that there was a utility allowance. (N.T. 66). Subsequently, Crawford testified that she thinks she was told the Valley Farm unit does have two bedrooms. (N.T. 128). In earlier testimony, Crawford described the Valley Farm unit as being on one floor. (N.T. 101). Also, Crawford testified that she had asked about the cost of living and was told about the utility allowance. (N.T. 158).

Additionally, Crawford initially testified that she has nobody to call upon for assistance. (N.T. 68). She then offered that she does have friends who are able to help her. (N.T. 68). Indeed, David Mitchell testified after Crawford and offered that he is Crawford's boyfriend who lives near Crawford. (N.T. 132).

Like Crawford, Mitchell's testimony became suspect. He testified that he never parked in anyone's spot but was soundly contradicted by both photographs and copies of two parking violation notices. (N.T. 138, 139, 141, 143; RE 4, 5). Mitchell's testimony attempted to suggest that he had received the parking violation notices after parking in Crawford's space. Clearly, this was not the case. Mitchell received violation notices after parking in another resident's space.

In contrast to Crawford's and Mitchell's suspect testimonies, Mocniak's testimony was wholly consistent and is deemed entirely credible. This finding is directly applicable as we now turn to the fundamental question of whether an enforceable parking sign was necessary to afford Crawford an equal opportunity to use her unit.

Crawford's exaggerated version of the extent of the problem she had with her parking space is considerably different from the reality of the situation. Clearly, Crawford's principle concern regarding having enough space to fully open her car door was rectified when her space was widened. What remains is the limited question of the frequency of others either

using her assigned space or blocking her in, and what remedial action would adequately address these limited circumstances.

Interestingly, Crawford testified that she has lived in unit #122 in Wayne Village for approximately five years, but experienced no parking problems the first several years she lived there. (N.T. 69, 77). Crawford then offered that her main problem has been parents sitting in their vehicles behind her car either in the morning, waiting for the school bus or in the afternoon, waiting for the school bus to drop off their children. (N.T. 80).

Several things about Crawford's version of this issue are simply fanciful. For instance, Crawford offered that parents are parked behind her between an hour and an hour and a half everyday. (N.T. 71). Crawford also offered that there were times she asked a parent to move their vehicle and they refused. (N.T. 114).

Mocniak testified that it was her understanding that Crawford had no real problem with parents dropping off their children. (N.T. 173), and that Crawford understood the concerns of parents. (N.T. 186). Further, Mocniak offered to call the school, but Crawford did not want her to do that. (N.T. 173).

At the Public Hearing, Crawford revealed that it bothered her to stand in her nightgown in her doorway in the morning looking out to see parents waiting in their cars parked behind her car. Crawford added that it is her parking spot and that if there was a proper sign there she not only could call the police, but she would call them everyday to enforce her parking spot. (N.T. 117-118).

As far as neighbors either blocking Crawford's car in or parking in her space, Crawford stated that there were "many times" she stayed in because she could not get out. (N.T. 59). Crawford also testified that she had reported 20 times to the Housing Authority that she was being blocked in. (N.T. 54). Further, Crawford indicated that, on occasion,

she had reported being parked out but that the Housing Authority offered no relief. (N.T. 55).

Considered as a whole, the record in this case reveals that the reason Crawford had no problem for several years is because she enjoyed a friendly relationship with her neighbors. (N.T. 179-181). In approximately July 2005, Crawford and her next door neighbor in unit #121 had a major falling out. Likewise, Crawford did not get along with her neighbor in unit #123.

Once these disputes began, Crawford began to file reports such as someone had pulled their car behind hers to drop someone off; someone had parked on the line; a student was in her space; and a truck had pulled in for 13 minutes. (N.T. 172-173; 214). From March 2, 2006 on, Crawford made no report to the Housing Authority that she was unable to get in or out of her space. (N.T. 172).

In response to Crawford's request to have a sign installed that authorized law enforcement to respond, the Housing Authority informed Crawford that the Housing Authority would enforce its parking policies up to eviction for intentional violations. (N.T. 84, 138, 141, 178; RE 5).

Under the circumstances of this case, installing a sign that would have authorized police action would have ultimately created more of a problem than eliminating one. What the Housing Authority did here was more than reasonable. They offered to move Crawford's space over one space to ensure that she would always be able to open her car door. When this was rejected, they widened her assigned space and painted a handicap symbol on the ground immediately behind where her vehicle is parked. Further, the Housing Authority offered its reassurance that they would enforce their parking policies up to the eviction of anyone who intentionally hindered Crawford. Collectively, these actions reasonably responded to Crawford's concern.

Even beyond these reasonable actions, the Housing Authority went far beyond any expectation. Not only did the Housing Authority effectively provide an accommodation to Crawford's parking issue at unit #122, the Housing Authority offered to pay all the expenses to move Crawford into a fully accessible, one floor, two bedroom unit at another location. On March 2, 2006, when Mocniak learned of Crawford's significant discomfort and inconveniences living in a two story unit, Mocinak took the extra step of offering Crawford a fully accessible one floor unit. In response, Crawford offered inconsistent, unsound and specious reasons for rejecting Mocniak's offer.

Crawford generally suggests that one reason she rejected the offer to move to the fully accessible unit was because her son, who periodically visits, would have nowhere to stay. (N.T. 101). However, Crawford later admitted that she was told the fully accessible unit has two bedrooms. (N.T. 128).

Next, Crawford offered that unpacking after the move would have been inconvenient. (N.T. 91-92). However, the move would have been accomplished by the Housing Authority securing and paying for a professional moving company to pack Crawford's belongings, move them, and ultimately unpack them. (N.T. 199-200). Additionally, the Housing Authority absorbs all costs to have any and all utilities transferred. (N.T. 200). Indeed, Crawford testified that she was aware that the costs associated with a move would be fully covered. (N.T. 31, 67, 92).

Next, Crawford offered that she did not want to move because she would be farther from the stores she liked. (N.T. 68, 98, 110, 123, 125). On cross-examination, Crawford revealed that the grocery store is about the same distance away and that there are four dollar stores near the accessible unit. (N.T. 125). In response, Crawford indicated that she prefers to shop at the dollar store near her present unit instead. (N.T. 125).

Finally, Crawford submits that the main reason she refused the offer to move is because she does not pay for utilities at unit #122, but would be responsible to pay utilities at the new location. (N.T. 32). While this is true, it is also true that at the new location, Crawford would have received a utility allowance that would have made the cost of living approximately the same. (N.T. 199).

On this point, we note that Crawford's purported lack of understanding of the cost differential can be attributed to a breakdown in the interactive process. Several times, Crawford refused to meet with Mocniak. (N.T. 98, 168). Indeed, Crawford testified that on several occasions, Mocniak tried to get Crawford to meet with her. (N.T. 98). Even Crawford's advocate from TRIPEL tried to tell Crawford to go speak with Mocniak. (N.T. 99). However, Crawford did not say, "I'm 46 years old. I'm not going to have nobody tell me what to do as of now. I haven't, and I'm not going to. I do not want to move..." (N.T. 98). In Crawford's opinion, Mocniak was trying to "ram it down her throat." (N.T. 100). Even knowing that she may soon need a wheelchair and that unit #122 is not accessible, Crawford took the position that "when the time comes, I'll move." (N.T. 101).

The record shows that Mocniak was merely trying to place critical information in front of Crawford to allow her to make an informed choice, and Crawford stubbornly refused to even consider the option. The breakdown of the interactive process, essential to determining the efficacy of moving, rests squarely on Crawford's shoulders. Crawford failed to participate in good faith to help determine what specific accommodations were necessary.

Clearly, the ultimate decision of where to live belongs solely to Crawford. No one was trying to take away her right to choose. What Mocniak was trying to do is to assist Crawford better understand and appreciate the options with which she was being presented.

Taken as a whole, the Housing Authority's actions clearly presented Crawford with reasonable accommodations, not only to the purported parking issue at unit #122, but, significantly, to Crawford's serious health concerns that were aggravated by Crawford living in a two floor, non-accessible unit. Crawford's rejection of the options presented to her do not deter from the fact that reasonable accommodations were offered. The Housing Authority was not obligated to provide Crawford with the precise accommodation she requested or preferred, but was only obligated to provide some reasonable accommodation. Here, the Housing Authority's actions did just that. An order dismissing Crawford's claim follows.

