

Opinion of the United States Court of Appeals
Ninth Circuit

APPENDIX A

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

FEB 15 2019

FOR THE NINTH CIRCUIT

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

RICHARD J. VOLIS,

Plaintiff-Appellant,

v.

HOUSING AUTHORITY OF THE CITY
OF LOS ANGELES; et al.,

Defendants-Appellees.

No. 16-56573

D.C. No.

2:14-cv-08747-DDP-PLA

MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Dean D. Pregerson, District Judge, Presiding

Argued and Submitted February 8, 2019
Pasadena, California

Before: WARDLAW and BEA, Circuit Judges, and MURPHY,** District Judge.

Richard Volis appeals the district court's grant of summary judgment in favor of the Housing Authority of the City of Los Angeles (HACLA) on his disability discrimination and retaliation claims. We have jurisdiction under 28

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

** The Honorable Stephen Joseph Murphy III, United States District Judge for the Eastern District of Michigan, sitting by designation.

U.S.C. § 1291. We affirm.

1. The district court correctly concluded that Volis failed to raise a triable issue of material fact as to whether HACLA denied him a fourth extension of his Section 8 voucher because of his disability. *Thompson v. Davis*, 295 F.3d 890, 895 (9th Cir. 2002) (per curiam). Although “[a] failure to provide reasonable accommodation can constitute discrimination,” *Vinson v. Thomas*, 288 F.3d 1145, 1154 (9th Cir. 2002), Volis has not demonstrated that HACLA failed to provide him a reasonable accommodation. It is undisputed that HACLA granted Volis’s requests for three voucher extensions, providing him 270 days to find new housing—the maximum possible voucher term for persons with disabilities under HACLA’s administrative plan. On July 19, 2014, Volis’s Section 8 voucher expired because he failed to find appropriate housing. There is no record evidence that Volis requested a fourth extension, or that HACLA denied this alleged request. *See Simmons v. Navajo Cty.*, 609 F.3d 1011, 1021–22 (9th Cir. 2010) (a plaintiff must adduce some evidence that the denial was because of his or her disability). Nor did Volis provide evidence that he submitted any rental applications during his voucher period. HACLA’s enforcement of its administrative plan’s voucher limit was appropriate in light of Volis’s failure to apply for housing.

2. Because Volis’s retaliation claim is predicated on the same alleged acts as his disability discrimination claim, the district court correctly concluded

that Volis failed to raise a triable issue of material fact as to whether HACLA denied him a fourth voucher extension in retaliation for his ongoing litigation against HACLA. *See T.B. ex rel. Brenneise v. San Diego Unified Sch. Dist.*, 806 F.3d 451, 472–73 (9th Cir. 2015) (citations omitted).

AFFIRMED.

Opinion of the United States District Court
for the Central District of California

APPENDIX B

JS - 6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RICHARD J. VOLIS,) Case No. CV 14-08747 DDP (PLAx)
Plaintiff,)
v.)
HOUSING AUTHORITY OF THE) **ORDER GRANTING DEFENDANTS' MOTION**
CITY OF LOS ANGELES (HACLA),) **FOR SUMMARY JUDGMENT**
et al,)
Defendants.) [Dkt. 74]

Presently before the court is Defendants' Motion for Summary Judgment. Having considered the submissions of the parties, the court grants the motion and adopts the following Order.

I. Background¹

Pro se Plaintiff Richard Volis, who is disabled, first received a Section 8 housing subsidy voucher from Defendant Housing Authority of the City of Los Angeles ("HACLA") in 1993. (SUF 3.)

¹ The facts as stated herein are drawn from Defendants' Separate Statement of Uncontroverted Facts ("SUF") and, to the extent possible, Plaintiff's Separate Statement of Uncontroverted Facts ("PSUF").

1 Under federal guidelines, Plaintiff, a single man residing alone,
2 was eligible for a one bedroom voucher. (Declaration of Angela
3 Davis at 17.)² Beginning in September 2010, Plaintiff resided in a
4 two bedroom condominium in Sylmar, California ("the condo"). (SUF
5 5; PSUF 2.)

6 HACLA must conduct inspections of subsidized housing to ensure
7 that the properties comply with the Department of Housing and Urban
8 Development ("HUD")'s Housing Quality Standards ("HQS"). (SUF 7.)
9 In or about March 2013, Plaintiff alleged that the condo did not
10 meet HQS standards. (SUF 81; See also note 4, below.) On May 10,
11 2013, the condo failed an inspection due to several HQS violations.
12 (Ex. 501.) On May 15, HACLA notified Plaintiff and the condo owner
13 of the failed inspection and notified them that if the owner failed
14 to remedy the problems and the unit failed re-inspection, HACLA's
15 Housing Assistant Payment ("HAP") would be "abated." (Exs. 502,
16 503). The notification letter explained, "Abatement means that no
17 further payment will be made on the unit until it has passed
18 inspection." (Id.)

19 Plaintiff asserts that he made a request for an exception
20 payment standard, or higher rent subsidy, to HACLA on June 4, 2013.
21 (SUF 21; PSUF 7.) Plaintiff requested an exception payment of 110%
22 to 120% of the standard subsidy.³ (SUF 23.) HACLA has no record
23 of Plaintiff's request before June 10, 2013.

24
25 ² Ms. Davis' declaration is not filed as a separate exhibit,
26 but rather attached to Defendants' motion and paginated
sequentially.

27 ³ As discussed in further detail below, a public housing
28 agency such as HACLA may establish a higher payment standard than
usual as a reasonable accommodation of a housing program
participant's disability. 24 C.F.R. § 982.505(d).

1 On June 6, the condo failed a follow-up inspection. (SUF 13-
2 14.) HACLA therefore placed the condo in "abatement" and suspended
3 subsidy payments, effective June 7. The condo failed repeated
4 additional inspections between July 1 and August 14, 2013. (SUF
5 16-17.) The condo remained in abatement during that time. (SUF
6 16.)

7 HACLA made no subsidy payments to the condo's owner after June
8 1. (SUF 19.) On September 25, 2013, HACLA informed Plaintiff that
9 it could not grant his request for an exception payment standard
10 because the condo was not in compliance with HQS standards and was
11 in abatement. (SUF 24; PSUF 15.) HACLA terminated its contract
12 with the condo owner in October or November after the owner failed
13 to remedy the HQS violations. (Suf 18; PSUF 17.)

14 On October 22, 2013, HACLA gave Plaintiff a new voucher to use
15 on another rental housing unit. (SUF 27; PSUF 18.) The new
16 voucher was valid for up to 120 days. (SUF 28.) On October 30,
17 HACLA's counsel informed Plaintiff that HACLA could not consider
18 any request for an exception payment standard until and unless he
19 used his new voucher on a new, qualifying rental unit. (SUF 26.)

20 Plaintiff alleges that he had difficulty locating a Section 8-
21 eligible unit that would accommodate his emotional support animals.
22 (PSUF 20; SUF 29.) Plaintiff did not submit any rental
23 applications within the new voucher's 120 day validity period.
24 (SUF 30.) In February 2014, Plaintiff requested, and received a 60
25 day extension on his new voucher. (SUF 31.) He did not submit any
26 rental applications during the additional 60 days. (SUF 32).

27 On April 26, Plaintiff requested and received a second 60 day
28 extension of the new voucher. (SUF 33.) He again did not apply

1 for any new housing. (SUF 34.) In June 2014, Plaintiff requested
2 a third extension. (SUF 35; PSUF 19.) HACLA granted Plaintiff a
3 final, thirty day extension, and notified Plaintiff that HACLA
4 could not grant any further extensions. (SUF 36-37.) Plaintiff
5 did not submit any rental applications during the thirty day final
6 extension period, and was terminated from the Section 8 program on
7 July 23, 2014. (SUF 41, PSUF 21.)

8 Plaintiff's complaint alleges that HACLA's denial of his
9 request for a higher rent subsidy and refusal to extend his Section
10 8 housing voucher violate the Americans with Disabilities Act and
11 the Rehabilitation Act. Plaintiff also claims that the allegedly
12 discriminatory acts are retaliation against Plaintiff for bringing
13 a prior federal lawsuit against Defendant.⁴ Defendant now moves
14 for summary judgment.⁵

15 **II. Legal Standard**

16 Summary judgment is appropriate where the pleadings,
17 depositions, answers to interrogatories, and admissions on file,
18 together with the affidavits, if any, show "that there is no
19 genuine dispute as to any material fact and the movant is entitled
20 to judgment as a matter of law." Fed. R. Civ. P. 56(a). A party
21 seeking summary judgment bears the initial burden of informing the
22

23 ⁴ This is the second federal lawsuit filed by Mr. Volis
24 against HACLA and its employees. The crux of the first lawsuit was
25 an allegation that HACLA falsified an inspection report in order to
26 find Volis' rental unit to be habitable and, as a consequence,
27 allowed the landlord of the unit to increase the Plaintiff's rent.
28 See CV 13-01397-MMM, Dkt. 3. Another judge of this court granted
HACLA's Motion to Dismiss. (CV 13-01397-MMM, Dkt. 115.)
Plaintiff's appeal of that order remains pending.

⁵ Plaintiff's complaint also alleges a cause of action for
obstruction of justice, a crime, for which there is no private
right of action.

1 court of the basis for its motion and of identifying those portions
2 of the pleadings and discovery responses that demonstrate the
3 absence of a genuine issue of material fact. See Celotex Corp. v.
4 Catrett, 477 U.S. 317, 323 (1986). All reasonable inferences from
5 the evidence must be drawn in favor of the nonmoving party. See
6 Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 242 (1986). If the
7 moving party does not bear the burden of proof at trial, it is
8 entitled to summary judgment if it can demonstrate that "there is
9 an absence of evidence to support the nonmoving party's case."
10 Celotex, 477 U.S. at 323.

11 Once the moving party meets its burden, the burden shifts to
12 the nonmoving party opposing the motion, who must "set forth
13 specific facts showing that there is a genuine issue for trial."
14 Anderson, 477 U.S. at 256. Summary judgment is warranted if a
15 party "fails to make a showing sufficient to establish the
16 existence of an element essential to that party's case, and on
17 which that party will bear the burden of proof at trial." Celotex,
18 477 U.S. at 322. A genuine issue exists if "the evidence is such
19 that a reasonable jury could return a verdict for the nonmoving
20 party," and material facts are those "that might affect the outcome
21 of the suit under the governing law." Anderson, 477 U.S. at 248.
22 There is no genuine issue of fact "[w]here the record taken as a
23 whole could not lead a rational trier of fact to find for the
24 nonmoving party." Matsushita Elec. Indus. Co. v. Zenith Radio
25 Corp., 475 U.S. 574, 587 (1986).

26 It is not the court's task "to scour the record in search of a
27 genuine issue of triable fact." Keenan v. Allan, 91 F.3d 1275,
28 1278 (9th Cir.1996). Counsel have an obligation to lay out their

1 support clearly. Carmen v. San Francisco Sch. Dist., 237 F.3d
2 1026, 1031 (9th Cir.2001). The court "need not examine the entire
3 file for evidence establishing a genuine issue of fact, where the
4 evidence is not set forth in the opposition papers with adequate
5 references so that it could conveniently be found." Id.

6 **III. Discussion**

7 Plaintiffs complaint appears to allege discrimination claims
8 under Title II of the ADA. To prevail on such a claim, plaintiff
9 must show that he is disabled, that he was denied a public benefit,
10 and that the discrimination, denial of benefit, or exclusion from a
11 service was by reason of his disability. See Cohen v. City of
12 Culver City, 754 F.3d 690, 695 (9th Cir. 2014); 42 U.S.C. § 12132.
13 Title II's anti-retaliation provisions prohibit retaliation or
14 discrimination against anyone, disabled or not, on the basis of
15 that person's efforts to oppose unlawful discriminatory practices.
16 Barker v. Riverside County Office of Educ., 584 F.3d 821, 827-28
17 (9th Cir. 2009). Defendants allege that no reasonable trier of
18 fact could conclude that HACLA denied Plaintiff's requests by
19 reason of his disability, and that all of his claims therefore
20 fail.

21 **A. Payment Exception Standard**

22 HUD's housing choice voucher program provides housing
23 assistance to Section 8 tenants through a HAP contract. See U.S.
24 Department of Housing and Urban Development, Housing Assistance
25 Payments Contract,
26 https://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11737.pdf
27 The local voucher program is administered by a Public Housing
28 Agency ("PHA"), such as Defendant HACLA. Id. The HAP contract is

1 an agreement between the housing agency and the owner of a unit
2 occupied by an assisted family. Id. During the HAP contract term,
3 the housing agency will pay housing assistance payments to the
4 owner in accordance with the HAP contract. If the landlord does
5 not maintain the contract unit in accordance with housing quality
6 standards, the housing authority may exercise any available
7 remedies, including suspension of housing assistance payments,
8 abatement or other reduction of housing assistance payments, and
9 termination of the HAP contract. Id. at 4; 24 C.F.R. §
10 983.208(b)(2).

11 HACL A argues that it could not, as a matter of law, have
12 granted Plaintiff the payment exception standard, or higher
13 subsidy, he requested. PHAs must establish standard voucher
14 payment amounts based on HUD's published fair market rents. 24
15 C.F.R. § 982.503(a). A PHA may establish a "basic range" standard
16 at any level between 90 percent and 110 percent of HUD's published
17 fair market rate without HUD approval. 24 C.F.R. §
18 982.503(b)(1)(i). The regulations in effect in 2013 allowed a PHA
19 to establish a higher payment standard as a reasonable
20 accommodation of a person with a disability. 24 C.F.R. §
21 982.505(d). That higher standard, however, had to fall within the
22 basic range.⁶ Id. Thus, because the basic range could not exceed
23 110% of HUD's fair market rate, the higher payment standard could
24 also not have exceeded 110%.

26 ⁶ Under the current regulations, a PHA may establish an
27 exception payment standard of up to 120% of the published fair
28 market rent as a reasonable accommodation of a person with a
disability. 24 C.F.R. § 982.503(b)(1)(iii); 24 C.F.R. §
982.505(d).

1 HACLA has submitted evidence that Plaintiff requested an
2 exception payment standard of 110% to 120%. Under the applicable
3 regulations, HACLA could not have granted Plaintiff the exception
4 standard he sought. Plaintiff cannot establish, therefore, that
5 HACLA denied him the exception on the basis of his disability.

6 HACLA could not have provided Plaintiff with the higher
7 subsidy payment he sought for a second, independent reason. A PHA
8 may not make subsidy payments on a dwelling unit that fails to meet
9 HUD's HQS standards as a result of the owner's failure to maintain
10 the dwelling. 24 C.F.R. § 982.404(a). Here, the owner of the
11 condo did not remedy the HQS violations at any point between March
12 2013 and the termination of the HAP contract. As HACLA's September
13 25 letter stated, Plaintiff's request for a higher subsidy payment
14 was denied because the condo "did not pass the Housing Quality
15 Standard of safe and sanitary housing. You cannot remain in the
16 unit in which you are requesting the exception payment standard."
17 (Ex. 516.) In other words, because HACLA did not have the
18 authority to make any subsidy payment on the condo, it necessarily
19 could not have granted Plaintiff's request to make a higher than
20 standard payment. HACLA's denial of Plaintiff's request,
21 therefore, could not have been discriminatory.

22
23 Plaintiff argues that the condo suffered from HQS deficiencies
24 well before the May and June 2013 inspections that triggered the
25 final abatement period and, ultimately, termination of the HAP
26 contract.⁷ (Opposition at 11-13.) Indeed, allegations regarding

27
28 ⁷ Although Plaintiff attaches various notices of failures as
(continued...)

1 the habitability issues at the condo formed the basis of
2 Plaintiff's first federal lawsuit. (See note 4, above.) Even if
3 Plaintiff is correct, however, those facts do not help him. First,
4 HACLA was authorized to exercise any of its remedies in response to
5 HQS deficiencies. 24 C.F.R. § 983.208(b)(2). Second, HACLA was
6 forbidden from making payments for a dwelling that failed to meet
7 HQS standards. 24 C.F.R. § 982.404(a). If, as Plaintiff asserts,
8 the condo failed HQS minimums even prior to May 2013, those
9 failures would not have provided HACLA with any basis or authority
10 to make any payments to the condo owner, let alone to grant
11 Plaintiff the exception standard he sought of 110 to 120 percent.⁸
12 24 C.F.R. § 982.505(d).

13 Because the evidence shows that HACLA did not have the
14 authority to grant Plaintiff the extension payment standard he
15 requested, HACLA's denial of that request was not based on
16 Plaintiff's disability.

17

18 B. New Voucher Extension

19 Plaintiff brings a second discrimination claim based upon
20 HACLA's denial of his June 2014 request for a fourth extension of
21 his new voucher. Under HUD regulations, the initial term of a
22

23 ⁷(...continued)
24 exhibits to the Motion, Defendants object that those exhibits are
not properly authenticated.

25 ⁸ Plaintiff's argument that he completed an exception payment
26 standard request on June 1 and delivered it to HACLA on June 4
27 fails for similar reasons. Even if Plaintiff is correct that he
28 applied on that earlier date, rather than on June 10, there is no
dispute that HACLA made no payments to the condo owner after June
1, and did not have authority to do so unless and until the condo
owner remedied the HQS deficiencies. There is no dispute that the
owner never did so.

1 housing subsidy voucher must be at least sixty days. 24 C.F.R. §
2 982.303(a). If a voucher extension is needed as a reasonable
3 accommodation of a disability, the PHA "must extend the voucher
4 term up to the term reasonably required for that purpose." 24
5 C.F.R. § 982.303(b)(1). HUD policies encourage PHAs "to be
6 generous in establishing reasonable initial search terms and
7 subsequent extensions for families with a member who is a person
8 with a disability." (HUD Notice PIH 2013-19, Ex. 529 at 7.).
9 While there is no maximum extension period, PHAs must approve
10 extensions in accordance with their administrative plan. (Id.)
11 PHAs may not extend voucher terms indefinitely. (Id.)

12 HACLA's administrative plan provides for the requisite 60 day
13 minimum voucher term. (Ex. 527 at 10.1.) In the case of a family
14 including a person with a disability, HACLA's administrative plan
15 allows the voucher to be "extended in increments of 60 days up to a
16 term reasonably required . . . but not to exceed 240 cumulative
17 days unless the Section 8 Director approves an additional 30-day
18 extension in writing." (Id. at 10.2.2.) Thus, HACLA's
19 administrative plan provides for a maximum extension period of 270
20 days.

21 Here, there is no dispute that Plaintiff received the maximum
22 possible 270-day extension of his new voucher. Plaintiff argues
23 that he should have been allowed "sufficient time to locate a
24 suitable housing that would accommodate his disabilities and accept
25 Plaintiff's emotional support animals in a manner consistent with
26 his disability."⁹ (Opp. at 17.) There is no dispute here that

27
28 ⁹ Plaintiff also argues, however, that he "declined the new
(continued...)

1 Plaintiff is disabled, or that he was entitled to a reasonable
2 accommodation. HACLA's administrative plan, however, establishes
3 the bounds for those accommodations, consistent with HUD guidance.
4 That guidance forbids HACLA from granting the type of indefinite
5 extension to which Plaintiff appears to argue he was entitled. No
6 reasonable trier of fact could conclude that, by giving Plaintiff
7 the maximum term reasonable accommodation provided for in its
8 administrative plan, HACLA discriminated against Plaintiff on the
9 basis of his disability, particularly in light of the evidence that
10 Plaintiff did not submit a single rental application during the
11 entirety of the 270-day extended term.


12 Because HACLA is entitled to summary judgment on Plaintiff's
13 disability discrimination claims, which are the basis for
14 Plaintiff's retaliation claim, summary judgment on that claim is
15 warranted as well.

16 **IV. Conclusion**

17 For the reasons stated above, Defendants' Motion for Summary
18 Judgement is GRANTED.¹⁰

19
20 IT IS SO ORDERED.

21
22
23 Dated: September 30, 2016


DEAN D. PREGERSON
United States District Judge

24
25
26 ⁹(...continued)
voucher to relocate." (Opp. at 15.)

27 ¹⁰ Plaintiff's Request to file Surreply (Dkt. 84) is denied.
28 In any event, the contents of Plaintiff's proposed surreply would
not affect the court's reasoning.

Petition for Rehearing DENIED

United States Court of Appeals

Ninth Circuit

APPENDIX C

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

FILED

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U.S. COURT OF APPEALS

RICHARD J. VOLIS,

Plaintiff-Appellant,

v.

HOUSING AUTHORITY OF THE CITY
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Defendants-Appellees.

No. 16-56573

D.C. No.

2:14-cv-08747-DDP-PLA

Central District of California,
Los Angeles

ORDER

Before: WARDLAW and BEA, Circuit Judges, and MURPHY,* District Judge.

Appellant's petition for panel rehearing is DENIED.

* The Honorable Stephen Joseph Murphy III, United States District Judge for the Eastern District of Michigan, sitting by designation.

Constitutional and Statutory Provisions
Involved in the Case Set Out Verbatim

APPENDIX D

1. The United States District Court for the Central District of California had jurisdiction over this action pursuant to **18 U.S.C. § 1331**.
2. Appellant brought suit alleging violations of the ADA (**42 U.S.C. § 12101**). Title II of the ADA closely resembles the language of Section 504 and states that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.” **42 U.S.C. § 12132**. Given their similar language and related purposes, Congress has directed that Title II of the ADA and Section 504 be construed and applied consistently.
3. Section 504 (**29 U.S.C. § 701**). Section 504 provides that “[n]o otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” **29 U.S.C. § 794(a)**.
4. The District Court’s judgment is final pursuant to **Federal Rule of Civil Procedure 54** and the United States Appeals Court for the Ninth Circuit has jurisdiction pursuant to **18 U.S.C. § 1291**.

5. Appellant filed a timely Notice of Appeal, as required by 28 U.S.C. § 2107(a) and Federal Rule of Appellate Procedure 4(a)(1), on October 17, 2016.

6. Congress established “Section 8,” a subsidized low-income housing program, “[f]or the purpose of aiding low-income families in obtaining a decent place to live and of promoting economically mixed housing. . . .” 42 U.S.C. § 1437f(a).

7. In 1974, the federal statutory program for subsidizing low-income housing, known as the Section 8 housing program, was established by way of an amendment to the Housing Act of 1937 (adding Section 8 to the Housing Act of 1937, codified as amended at 42 U.S.C. § 1437(f)). Congress established the Section 8 housing program “[f]or the purpose of aiding low-income families in obtaining a decent place to live and of promoting economically mixed housing. . . .” 42 U.S.C. § 1437f(a); see also 24 C.F.R. § 982.1(a)(1) (“HUD pays rental subsidies so eligible families can afford decent, safe, and sanitary housing.”).

8. State and local public housing agencies (“PHAs”) “generally administer” the program, subject to U.S. Department of Housing and Urban Development (“HUD”) regulations. 24 C.F.R. § 982.1(a)(1). Applicants apply to the PHA for vouchers and then are responsible for finding housing. 42 U.S.C. § 1437f(o).

9. After an apartment is found and inspected, the PHA contracts with the owner to provide assistance payments. Landlords collect the remainder of the rent from the Section 8 tenant, which normally comes to thirty percent of the tenant's income. 42 U.S.C. § 1437f(o)(2)(A).

10. HUD regulations regarding the term of voucher validity provide that vouchers must be initially valid for at least sixty days. 24 C.F.R. § 982.303(a).

Further, Section 982.303(b) provides as follows:

(1) At its discretion, the PHA may grant a family one or more extensions of the initial voucher term in accordance with PHA policy as described in the PHA administrative plan. Any extension of the term is granted by PHA notice to the family.

(2) If the family needs and requests an extension of the initial voucher term as a reasonable accommodation, in accordance with part 8 of this title, to make the program accessible to a family member who is a person with disabilities, the PHA must extend the voucher term up to the term reasonably required for that purpose.

11. It is well-settled that 42 U.S.C. § 3604(f) (3) (B) imposes an "affirmative duty" on public agencies to reasonably accommodate disabled individuals by modifying administrative rules and policies".

12. Indeed, HUD regulations require PHAs such as HACLA to make accommodations to individuals with disabilities in carrying out the Section 8 program in general, and in issuing voucher extensions specifically. For example, 24 C.F.R. § 8.28(a) was promulgated under Section 504. It provides:

In carrying out the requirements of this subpart, a recipient administering a Section 8 Existing Housing Certificate program or a housing voucher program shall . . . [t]ake into account the special problem of ability to locate an accessible unit when considering requests by eligible individuals with handicaps for extensions of Housing Certificates or Housing Vouchers.

13. 24 C.F.R. § 8.28(a) (4). Section 8.28(a) further mandates certain specific accommodations, including providing "a current listing of available accessible units known to the PHA" when issuing a voucher to a family with an individual with a disability, and "if necessary, otherwise assist[ing] the family in locating an available accessible dwelling unit." 24 C.F.R. § 8.28(a)(3).

14. Notably, the HACLA Administrative Plan does not provide any rationale for its voucher term limit of 120 days for non-disabled individuals, nor its 270-limit for disabled individuals. Regardless, the HACLA Administrative Plan is not independently authoritative; it rather provides guidance for the daily administration of Section 8 housing and is at all times superseded by HUD regulations—including HUD’s requirement that a PHA “must extend the voucher term up to the term reasonably required” for the purpose of accommodating a disability. **24 C.F.R. § 982.303(b)(2)**.

15. HUD regulations require that PHAs “extend the voucher term up to the term reasonable required” to make reasonable accommodations for disabled voucher holders. **24 C.F.R. § 982.303(b)(2)**.

16. Section 501 of the Rehabilitation Act incorporates the ADA's retaliation provision, **42 U.S.C. § 12203(a)**; the analysis is thus the same for Appellant’s retaliation claims under both Acts.