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# Statement of Issues

May a long-term tenant’s claim to remediate landlord’s breach of promise be precluded because the landlord evicted[[1]](#footnote-1) the household sixty – five days after tenant’s filing of the Complaint seeking that remedy.

The trial court said yes.

# Statement on Oral Argument and Publication

I leave the Court of Appeals to decide.

# Statement of the Case

My household had had a Section 8 Housing Choice Voucher from the U.S. Department of Housing and Urban Development since 1992. In Fitchburg, Wisconsin, the Section 8 program is administered by the Dane County Housing Authority, designated by HUD as the local public housing authority (PHA). 24 C.F.R. §982.1(a)(1)

I moved into Valley View Apartments, on Fish Hatchery Road in Fitchburg, Wisconsin, in October of two thousand one (2001), with my son (who was ten years old at the time) and my two cats.[[2]](#footnote-2) Fiduciary Real Estate Development (FRED) manages Valley View Apartments.

Fiduciary Real Estate Development (FRED) paid me a bonus for early renewal in 2008 and 2009. (R 25 – 1, ~~¶~~ 2 and 3.) There was never a problem.

FRED posted a flyer on the door of my apartment, in July of 2010, offering a bonus for early renewal. I did not accept that early renewal, so they offered an even bigger bonus, with an even later deadline. After much procrastination, I did sign the early renewal and returned it to FRED’s management office by August 15, 2010, the deadline stated on FRED’s flyer. Yet, I did not receive the bonus.

On August 17, I emailed FRED asking when I would receive the promised bonus. (R 25)FRED sent me an email on August 17, 2010, stating it would not pay me the bonus until after I passed the annual inspection required by the Dane County Housing Authority. (R 25) FRED’s original flyer (R 7 – 2) didn’t say anything about passing the Dane County Housing Authority inspection. FRED does not represent the Dane County Housing Authority, and the DCHA was not a signatory to the flyer. I filed the Complaint in this case on August 27 of two thousand ten (2010).

I did pass the DCHA inspection without the promised $150 to help with the enzymes, I had to use my grocery money and then borrow from my son[[3]](#footnote-3). (R 25 – 14). On October 19, 2010, I received written notification from DCHA that I was eligible to remain in occupancy, which means I passed the inspection. (R 25 – 17, October 19, 2010: “You are eligible to remain in occupancy.”)

FRED claims I was obligated to sign a 30-day lease, and to allow maintenance people into my apartment to “rip up” my carpet. FRED did not have jurisdiction to make such requirements.

A lease is a contract. *Pagelsdorf v. Safeco* *Insurance*, 91 Wis. 2d 734, 743, 284 N.W.2d 55 (1979). I had never received a 5-day notice from Valley View about anything. (There were two illicit ones, discussed on footnote 20 of this Brief, but the most recent of those was April of 2009.)

There was no finding of “damage” in effect. The only issue --- as verified by Valley View’s own email of August 18, 2010 (R 25 - 10) --- was that Valley View required I pass the DCHA inspection. (My Apartment had already passed a Valley View inspection earlier that year.) FRED has never refuted its email of August 18, 2010, (R 25 - 10) promising to pay the bonus and sign the lease renewal when I passed the DCHA inspection.

# Statement of Facts

**October of two thousand one (2001):** My son, our two cats[[4]](#footnote-4), and I moved into Valley View, FRED’s property on Fish Hatchery Road in Fitchburg. The renewal date for my lease was November first of each year.

**July, 2010:** FRED posted a flyer on the door of my apartment offering a bonus for early renewal by August first. (That first flyer is not in the record.) FRED had done the same in 2008 and 2009, so it was not new. However, I did not accept this time.

**July, 2010:** FRED posts another flyer offering a higher bonus for early renewal by August 15. I still did not accept.

**August 5th, 2010:** Routine annual inspection of my apartment by Dane County Housing Authority on behalf of the U.S. Department of Housing and Urban Development.[[5]](#footnote-5) DCHA inspector claims my pets[[6]](#footnote-6) caused an odor in the carpet. I would have thirty (30) days to correct the problem.

**August 10th or 12th:[[7]](#footnote-7)** I submitted the early renewal after all. I would need the bonus in order to buy the expensive enzymatic treatment for my carpet, so it would be ready for the DCHA inspector’s return.

**August 17th:** I sent an email to the Valley View office asking when I would get the bonus, because I needed it desperately. (R 25 – 10; R 25 - 14) They had paid it right away in ’08 and ’09.

**August 18th:**  Valley View sends me an email saying they won’t pay me the bonus until *after* I pass the DCHA inspection. (R 25 – 10)

# Argument

Summary judgment is appropriate where there is no genuine issue of material fact, and the movant is entitled to judgment as a matter of law Wis. Stat. §802.08(2). A factual issue is genuine if the evidence is such that a reasonable jury could return a verdict for the non-moving party. *Baxter v. DNR,* 165 Wis. 2d 298, 312, 477 N.W.2d 648, 654. [Cite omitted.]

A party opposing summary judgment defeats the motion if he shows by affidavits, or other proof, that there are substantial issues of fact or reasonable inferences which can be drawn from the evidence. The court does not try the issues but decides on summary judgment whether there is a substantial issue to be tried. *Wright v. Hasley*, 86 Wis.2d 572 273 N.W.2d 319 (1979).

In reviewing a grant of summary judgment, the appellate court uses the same standard as the circuit court. *Green Spring Farms v. Kersten*, 136 Wis. 2d 304, 314-15, 401 N.W.2d 816 (1987). Citing *Wright*, id., at 579.

I believe that my evidence sets forth specific facts, and that my facts or reasonable inferences therefrom are sufficient to defeat FRED’s motion for Summary Judgment. *Voysey v. Labiskey*, 10 Wis. 274, 277, 103 N.W. 2d 9; Wis. Stats. §802.08(3).

## Summary Judgment is Inappropriate Because Genuine Factual Issues are in Dispute

1. Whether FRED Promised to Pay Me a Bonus if I Did Certain Things;
2. Whether I Did Those Things;
3. Whether FRED Breached its Promise;
4. Whether FRED Added New Requirements After Receiving the Benefit of My Consideration.

### 1: Whether I Had Contracts with FRED Other than the Lease.

FRED’s second flyer of July 2010 is Exhibit 2 in the record (R 7 – 2). It says:

“Just return your signed 12 month renewal by 8/15/2010 and receive a $50 AMEX Gift Card + $100 Rent Credit and Free Carpet Shampoo!!” (R 7 – 2)

That language is not ambiguous. It was a statement by FRED of what they will give in return for my acts of signing the twelve – month lease renewal and returning it by August 15, 2010. The offer was sufficiently certain to enable the court to understand what is asked for and what consideration would mature the promise. *Lube’s Estate (Stallman v. Gosse),* 225 Wis. 365, 368, 274 N.W. 276.

There were two conditions:

* 1. Sign the lease renewal form;
  2. Return it by August 15, 2010.

I relied on FRED’s promise to pay me that $150. (R 25 - 9 thru 14; R 25 – 16; R 25 – 21.)

The flyer of July 2010 (R 7 - 2) does not contain a disclaimer saying “We will only pay that bonus after we decide whether to sign the lease renewal form.” That would not be a contract, but a gamble. FRED is bound by its contract. Otherwise, why enter any contract at all.

A lease presents an analogous situation. A lease is a contract. Both parties must fulfill the requirements stated within the four corners of the lease. The tenant can’t decide not to pay the rent for no reason without consequence. That would be a violation.[[8]](#footnote-8)

On August 17, 2010, I wrote in an email message: “On Thursday, August 12, 2010, I submitted my lease renewal. I was supposed to get a $50 AmEx card and a $100 rent credit in exchange. I really need both of those things, and am wondering when you guys will be able to get them to me.” (R 25 – 10)

Valley View replied that I would have to pass the DCHA inspection first. (R 25 - 10) But, the flyer of July, 2010, (R 7 – 2) had not said anything about DCHA.

In my email message to Valley View of August 18, 2010, I wrote,

*I’m sorry, but the flyer that Valley View sent me constitutes a contract between Valley View and me. It has nothing to do with Dane County Housing Authority.*

*I have already fulfilled my part of the contract. I signed the lease renewal. Valley View is responsible for its part of the contract regardless of anything that happens with the DCHA.*

*Even if my apartment didn’t pass the DCHA inspection process, Valley View would still owe me that $150. Further, another part of fulfilling a contract is timeliness. If there is no specific date mentioned, then it’s supposed to be within a reasonable amount of time. It seems that Valley View is using the DCHA as an excuse to delay my $150.* (R25-9, email messages between Valley View and me, August 17 through 18, 2010.)

In an email to Valley View dated September 25, 2010, I wrote, “Fiduciary has breached its agreement to pay me $150 upon my complying with certain conditions. After receiving the benefit of the contract, Fiduciary unilaterally changed the conditions. The issue isn’t that I want a “gift” of $150. I never asked anyone for a gift. The issue is Fiduciary’s own written contract.” (R 25 – 16, September 25, 2010)

FRED’s flyer promises to pay me a certain amount if I signed the lease renewal form and then returned it to FRED’s management office at Valley View by August 15, 2010 (R 7 – 2) FRED decided after the fact[[9]](#footnote-9) not to sign the lease, and then to evict me on the strength of its refusal to sign the lease. Their original flyer (R 7 – 2) is a contract. It is a promise to do something in exchange for my doing something else. It is in writing. It has the logo of Valley View Apartments printed on it. It is signed by an employee of FRED. (R 7 – 2)

### 2: Whether I Fulfilled the Requirements of those Contracts.

FRED’s flyer says that, to receive the $150 in bonus, all I have to do is to sign the lease renewal form, and then submit it to the Valley View office by August 15, 2010. The date on my memo is either the tenth or the twelfth of August, 2010. I submitted the memo along with the signed lease renewal form.

I did not want to live at Valley View. (R 20 – 2: “My son and I wanted to move out of there. I had been promising my son since 2009 that we would be out of there by November, 2010.”) I wanted to start looking for a new apartment.

I signed the lease renewal. (R 7 – 1). I returned it to the office on the 12th. I even included a memo to FRED explaining why I made some changes by hand on the renewal form[[10]](#footnote-10). (R 7 – 3). FRED claims I the “changes” were so drastic that they had no choice but to conceal their intentions from me for seventy-eight days --- while, in the interim, claiming in writing that they *would* pay the bonus as soon as I passed the DCHA’s inspection --- and then tell me --- seventy eight days *after* I submitted the lease renewal form --- that I’m holding over without a lease --- by which time I had passed the DCHA inspection.

But, FRED never claimed I changed the flyer. (R 7 – 2) The flyer was their offer, until I made it into a contract by signing the form and submitting it before the deadline.

I believe I was also entitled to reasonable accommodation for my disability, which FRED was aware of. (R 25 – 14: “My son had to cut class at MATC to be at the apartment on Friday,[[11]](#footnote-11) and my daughter had to switch shifts at work. I don’t feel good about asking my own kids to make that sacrifice, but I have asked for reasonable accommodation for my disability from Valley View and from the DCHA many, many times --- to no avail”. I also sent a memo to FRED counsel, November 1, 2010, R 25 - 19.)

### 3: Whether FRED Breached its Promise

FRED never gave me the $100 credit on my rent or the $50 AmEx card, as promised, upon fulfillment of the conditions. That is what my Complaint stated in this small claims action.

I sent Valley View (FRED) an email on August 17th, asking when I would get the $150 bonus. (R 25 – 10) I pointed out that FRED had paid it within a couple of days in 2009, the previous year. (R same 25 – 9: “I must insist on getting the AmEx card very quickly. Last year, I got it within a few days. . . “)

The DCHA inspection of August 5, 2010, was about two or three weeks after I received FRED’s original flyer. Had I not been procrastinating because I did not want to live there, FRED would have paid me the bonus long before the DCHA inspection, based on previous precedent.

In FRED’s Answer to my Complaint, it writes: “Valley View apartments did not deny Diana Goodavage the $150 renewal incentive. . . . Prior to renewal of her lease an inspection was required by Jim Pascqwa, DCHA and Jessica Wagner, Property Manager of Valley View Apartments. . . . Just as soon as the renewal is signed and returned to our office, Diana will receive the renewal card in the amount of $50 and $100 rent credit for November 2010 rent which is the first month of her renewal period, as she has chosen.”(R 4 – 1, September 23, 2010.) But, the Answer refers to an attached thirty (30) – day lease renewal form, not the twelve month lease I’d had since the year two thousand and one (2001). That would be a change in the lease without the sixty (60) day notice period required by HUD.[[12]](#footnote-12) Also, the contract said nothing about an apartment inspection. I had already signed a renewal. FRED did deny the $150 renewal incentive --- when they added a new requirement, i.e., that I also pass the DCHA inspection. (But, FRED also breached that promise.) They’re trying to conflate their 30-day lease with the real lease, but the sixty-day HUD deadline for notification of changes in the lease had expired[[13]](#footnote-13) on September 1. Those all seem to be genuine issues of material fact.

### 4: Whether FRED Added a New Condition To its Contracts After Receiving the Benefit of My Consideration.

FRED’s email of August 18, 2010 (R 25 – 9 thru 10) says, “We are not prepared to renew your lease until Dane County Housing Authority passes your apartment inspection. Once you have an approved apartment inspection we can sign the renewal to make it official and get you your AmEx card and rent credit.”

There is no ambiguity in that message. That was a breach of their original promise, which was likewise straightforward and unambiguous. Nevertheless, I received notification that I passed the DCHA inspection on October 19, 2010. (R 25 – 17). Yet, FRED did not keep that promise, either.

## Summary Judgment is Inappropriate Because FRED Is Not Entitled to Dismissal of my Complaint as a Matter of Law

### My Claim Does Not Relitigate FRED’s “Holdover” Allegation of 10 AP 3056

No court of record has made a decision regarding FRED’s promise in its flyer of 2010, upon which I placed my reliance. FRED had paid me a bonus for early renewal in 2008 and 2009. (R 25 – 9: “Last year, I got it within a few days.”)

In the eviction case, 10 SC 10255 / 10 AP 3056, FRED claimed[[14]](#footnote-14) that I was a holdover because FRED claimed I had no written lease[[15]](#footnote-15) and because FRED returned my rent[[16]](#footnote-16). The court refused to accept my defense of retaliation because FRED was “willing to continue to rent to” me. The trial court made no finding about my pets, or the DCHA inspection, or the flyer of July 2010 (R 7 – 2).[[17]](#footnote-17)

No court of record has made a decision regarding FRED’s promise. I relied upon FRED’s written promise. FRED had paid me a bonus for early renewal in 2008 and 2009. (R 25 – 9: “Last year, I got it within a few days.”)

The trial court in 10 SC 10255 and the Court of Appeals in 10 AP 3056 agree[[18]](#footnote-18) that I had no lease as of November of 2010. I recognize that is the official story right now. But, this case (10 SC 8182 / 12 AP 0934) is about FRED’s flyer of July 2010 (R 7 – 2), and FRED’s email of August 18, 2010 (R 25 – 10).

That flyer was an offer. I accepted the offer. That was my consideration. Therefore, the offer became a contract. In exchange for the promised $150, I relinquished something extremely important to my household.

#### The Value of My Consideration

Very few landlords accept pets. Even fewer landlords accept two pets. Very, very few landlords take Section 8. Looking for a landlord to accept a Section 8 household with two pets was going to be quite a task. The best thing I had going for me was[[19]](#footnote-19) my excellent record as a tenant. I had been at Valley View for nine years. There was never a legitimate[[20]](#footnote-20) five-day notice in all those years. I never paid the rent late.[[21]](#footnote-21)

I wanted to look for a new apartment to move into as of the beginning of November of 2010. I relinquished that opportunity by signing that lease renewal (R 7 – 1) with FRED, wherein I committed myself for another year. Then, FRED evicted me anyway --- after depriving me of the opportunity to look for a new apartment, based on FRED’s promise to pay me $150 if I did so. FRED breached that promise, claiming I’d have to pass the HUD inspection first. When I did pass the HUD inspection, FRED evicted me instead. I passed the DCHA inspection as of October 19th. (R 25- 17, from the Dane County Housing Authority, saying, “You are eligible to remain in occupancy.”[[22]](#footnote-22))

#### I Filed the Complaint in This Case Before FRED Filed 10 SC 10255. I filed this case on August 27, 2010. FRED filed its eviction case (10 SC 10255) on November 1, 2010.[[23]](#footnote-23)

### Summary Judgment in FRED’s favor Deprives Me of the Opportunity to Seek Remedy for the Injury Caused by FRED’s Breach

Summary Judgment in FRED’s favor deprives me of my right to seek a remedy for the injury we suffered when we committed to staying at Valley View for another year. Wis. Const., art. I, §9.

The trial court’s grant of summary judgment in FRED’s favor has deprived me of the opportunity to seek remedy for the injury to my household. We made a commitment that we would stay for another year, even though we did not want to be there. We made that commitment only in order to receive the $150 bonus that FRED promised.

Then, they evicted us anyway --- but we did not even know we were allegedly “holding over” until October 29, 2010. FRED also told the Dane County Housing Authority that I refused to sign a valid lease. I have lost my Section 8 Housing Choice Voucher because of FRED’s erroneous statement to the DCHA[[24]](#footnote-24). I signed the lease renewal only to get the bonus. I needed the bonus for something that would help me pass the DCHA inspection. I was committed for another twelve months when I signed.

Then, FRED wrote in its email of August 18, 2010 (R 25 – 9 and 10) it *would* pay me the bonus *after* I passed the DCHA inspection. I passed the DCHA inspection as of October 2010. I received written notice of my eligibility for a new lease term on October 18, 2010. (R 25 – 17)

It’s very difficult for a poor person, or a person with pets, or a person with a Section 8 Housing Choice Voucher, to obtain an apartment. I have all three of those liabilities. Therefore, I knew I would need a long time to search for a new apartment.

Economic circumstances forced me to sign FRED’s renewal to stay at Valley View for another year. My household relinquished the opportunity to start looking for a new apartment. It was sad, but better than putting my Section 8 Voucher into jeopardy.[[25]](#footnote-25)

Then FRED evicted me anyway and told the Dane County Housing Authority that I refused to sign a lease[[26]](#footnote-26). FRED had no legitimate business interest in evicting me. I owed no money for rent. I had never broken the lease in the nine years my household was there. I did receive two illicit five-day notices, after the present management folks took over, as I say footnote 20, page 20. By that time, I’d already been there either four or six years.[[27]](#footnote-27)

Article I, Section 9 of the Wisconsin Constitution guarantees a remedy at law for all injuries.

*Every person is entitled to a certain remedy in the laws for all injuries, or wrongs which he may receive in his person, property, or character; he ought to obtain justice freely, and without being obliged to purchase it, completely and without denial, promptly and without delay, conformably to the laws.* Wis. Const., art. I, §9.

My household has been homeless for two years because I filed this small claims action against FRED. We have also lost our Section 8 Housing Choice Voucher, which we had since 1992, when my youngest son, Robert Vincent Walter, was one year old. All my earthly possessions are in storage lockers[[28]](#footnote-28), except for whatever I carry that day. My two elderly pets are living in a shed[[29]](#footnote-29). My son has to visit them every day to give them food and water.

In my faxed Request for Postponement of November 23, 2010, (R 9 – 1) I told the circuit court that my son had a perfect 4.0 average at MATC,(R 9 - 1) but was missing so much class time, because of the eviction, that I feared his grades might slip.(R 9 – 1) His grades did slip very seriously. It is extremely difficult for a homeless student to keep up with homework and studying. He has to visit the cats every day, as he is still doing now. He is now at the University of Wisconsin. His financial aid package, which includes his work-study job at the UW, has been in serious jeopardy. He had to relinquish his engineering program for another program just so that he could rehabilitate his GPA.[[30]](#footnote-30)

We could not attend the *de novo* trial in this case, November 23, 2010, because the office manager at Valley View had said they would only allow us until 4 pm on Wednesday, November 24 --- the day before Thanksgiving --- to be out. Otherwise, they would start sending movers in. The writ expired on December 9, 2010, which I believe meant the writ wasn’t even issued until November 29 --- almost a week later. (R 20-4) It’s almost as if they wanted to make sure we couldn’t be at the trial for that day. A reasonable landlord would have allowed us the four-day Thanksgiving holiday. But, a reasonable landlord also would not have evicted a tenant when there was no legitimate business interest at stake.

# Relief Requested

The Court of Appeals should either grant summary judgment in my favor, as per Wis. Stat., §802.08(6), or allow an evidentiary hearing at the trial court, but not with Branch 9.

Signature:\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Diana Goodavage

GENERAL DELIVERY

Madison, WI 53714 - 9999

1. The eviction (10 SC 10255 at circuit court; 10 AP 3056 on appeal) has not yet been dismissed, and therefore is the official story right now. I plan to ask the Supreme Court to put my Petition for Review back into the selection process based on reasonable accommodation for my disability. The Petition was not actually rejected. It never made it to the selection process because it was technically late. If the Supreme Court denies my request, I plan to take that eviction case to the federal system. I will have more time to work on those things after I submit this brief. Perhaps this case and 10 AP 3056 can be combined and reviewed together by the state Supreme Court. I don’t know the procedure for requesting that. I’ll have to study that after I submit this brief. [↑](#footnote-ref-1)
2. My cats were on a separate pet lease, which was incorporated into the regular lease under “Non-Standard Rental Provisions,” which told what the extra rent was to be for the cats, their names, descriptions, and required that they had to be spayed, neutered and up – to – date on their immunizations. [↑](#footnote-ref-2)
3. Another son, besides Robert Vincent Walter. [↑](#footnote-ref-3)
4. The cats were on the lease. See footnote 2. [↑](#footnote-ref-4)
5. The inspection was a part of HUD’s annual certification process. There was also an interview with all adult members of the household. My son was included in the adult household interviews for DCHA in 2009 and 2010. [↑](#footnote-ref-5)
6. These were the same pets we moved in with in October of two thousand and one (2001). This was the first time the pets were allegedly a problem, either with the landlord (FRED) or with the DCHA. I’ve had the same two pets since 1998 and 1999. [↑](#footnote-ref-6)
7. I’m not sure which. I had spent the weekend of August 6th through 9th in the hospital, because of stress from having to renew at Valley View. I had to print up the memo (R 7 – 3) at the public library downtown. While doing that, I started to get chest pains, and my son called an ambulance. I had had many problems with the management office people beginning in 2007. I even called the police on them once for harassing me in public. None of this is in the record for this case, and my appellate argument is not based on these things. [↑](#footnote-ref-7)
8. The landlord isn’t supposed to make the tenant stop living there for no reason, either. [↑](#footnote-ref-8)
9. . . . i.e., after August 27, when I filed the Complaint in this action. [↑](#footnote-ref-9)
10. But, FRED has never asserted I made “changes” to the flyer, and the flyer is the contract in question in this case. [↑](#footnote-ref-10)
11. . . .i.e., for the re-inspection of September 17, 2010 --- which my household did pass. (R 25 – 17). [↑](#footnote-ref-11)
12. HUD’s lease takes precedence. The 60 days expired on September 1, 2010. [↑](#footnote-ref-12)
13. The lease renewal was November 1. The deadline would have been September 1, 2010. The trial court in 10 SC 10255 would not allow me enter my HUD lease, at FRED’s behest. [↑](#footnote-ref-13)
14. . . . fraudulently, according to me. . . [↑](#footnote-ref-14)
15. After withholding its signature on the written lease renewal I had signed *and* after concealing that withholding from me for seventy – eight (78) days. [↑](#footnote-ref-15)
16. . . . which I never actually received. [↑](#footnote-ref-16)
17. Yet FRED continuously mentions the alleged feline “problem” in an attempt to degrade me. [↑](#footnote-ref-17)
18. I will continue to fight legally for dismissal of FRED’s eviction action against me, in order to clear my good name and reputation, and to obtain the reparation to which my household is so obviously entitled. [↑](#footnote-ref-18)
19. . . . and still is, but I cannot rely on FRED to tell the truth. [↑](#footnote-ref-19)
20. FRED will say I got two five-day notices. One was the day I called the police on the manager. The other was six months later, for something that FRED recanted in writing the day after. These were in 2008 and 2009, but I had been living there since 2001. [↑](#footnote-ref-20)
21. FRED claimed in writing --- to the Department of Regulation and Licensing and the Department of Agriculture, Trade and Consumer Protection --- that I actually paid the rent late every month for eight years, but they waived the late fee and never mentioned it to me! [↑](#footnote-ref-21)
22. I blocked out the financial information. [↑](#footnote-ref-22)
23. I believe that the old lease was still in effect on Monday, November 1, 2010, since the last day of the previous lease was a Sunday. [↑](#footnote-ref-23)
24. As far as I know, the application process for new Section 8 Housing Choice Voucher applicants has been closed for several years. To date, I have never received my informal hearing. (R 25 – 20: I wrote to the DCHA: “Please consider this as a written request for a hearing.”) [↑](#footnote-ref-24)
25. I’ve already mentioned that I lost my Section 8 Voucher anyway, after eighteen (18) years. [↑](#footnote-ref-25)
26. I had already signed a valid lease. FRED refused to sign that. Then, claimed I had to sign a different, thirty – day lease after HUD’s sixty-day notice period had already expired. [↑](#footnote-ref-26)
27. FRED witness contradicts herself. [↑](#footnote-ref-27)
28. Some things have been stolen. Many have been destroyed by vermin. [↑](#footnote-ref-28)
29. At least they’re together now, in the same shed. [↑](#footnote-ref-29)
30. He does not drink or go to parties. The only social gatherings he attends (other than Mass) are meetings organized by the Diocese or parish for Catholic university students, or the Young Shakespeare Players on West Lawn Avenue (http://www.youngshakespeareplayers.org). [↑](#footnote-ref-30)