

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
TEXAS, MARSHALL DIVISION

Lisa R. Wrighten v. Old Linco LLC and Charlie R. Oliver

Wrighten · No. 2:24-cv-00264-RSP · Decided March 9, 2026

SUMMARY

The court denied the parties’ cross-motions for summary judgment in a Fair Housing Act action concerning alleged disability discrimination and retaliation related to a tenant’s emotional support animal. The court also denied defendants’ counterclaims because they were not compulsory and lacked supporting summary-judgment evidence. The court found a genuine dispute of material fact regarding whether the requested accommodation was necessary to provide the plaintiff an equal opportunity to use and enjoy the dwelling.

CASE DETAILS

COURT	United States District Court for the Eastern District of Texas, Marshall Division
WRITING FOR THE COURT	Roy S. Payne
JURISDICTION	United States District Court for the Eastern District of Texas, Marshall Division
DECIDED	March 9, 2026
DOCKET	2:24-cv-00264-RSP
DISPOSITION	other
PROCEDURAL POSTURE	The parties filed cross-motions for summary judgment in a Fair Housing Act disability-discrimination action involving an alleged failure to accommodate a service or emotional-support animal. Defendants also asserted counterclaims for damages to the leased unit and unpaid rent.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Evidence is viewed in the light most favorable to the nonmovant. A factual dispute is genuine when the evidence would permit a reasonable jury to return a verdict for the nonmoving party.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

summary judgment

civil rights

service animals

landlord tenant

civil procedure

PRACTICE AREAS

civil rights

fair housing

landlord-tenant law

civil procedure

QUESTIONS PRESENTED

1. Whether Defendants' counterclaims for unpaid rent and property damage were compulsory counterclaims arising from the same transaction or occurrence as Plaintiff's Fair Housing Act claims.
2. Whether Defendants were entitled to summary judgment on their counterclaims when they submitted no summary-judgment evidence supporting them.
3. Whether Plaintiff was entitled to summary judgment on her Fair Housing Act reasonable-accommodation claim when the evidence left a genuine dispute regarding whether the requested animal was necessary to afford her an equal opportunity to use and enjoy the dwelling.

HOLDINGS

1. Defendants' counterclaims for unpaid rent and fire damage did not arise out of the same transaction or occurrence as Plaintiff's Fair Housing Act civil-rights claims and therefore were not compulsory counterclaims.
2. Defendants were not entitled to summary judgment on their counterclaims because they provided no summary-judgment evidence supporting those claims.
3. Plaintiff was not entitled to summary judgment because a genuine dispute of material fact existed regarding whether the requested animal accommodation was necessary to afford her an equal opportunity to use and enjoy the dwelling.

KEY QUOTATIONS

“Summary judgment should be granted “if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.”” (II.A)

“Because Plaintiff has proffered no further evidence to connect Bella to Plaintiff's use of the dwelling, and because Defendant's Motion has provided no evidence at all, summary judgment is not proper.” (III.B)

FACTUAL BACKGROUND

Plaintiff Lisa Wrighten acquired a service dog, Bella, in June 2022 and renewed her lease the following month using Section 8 vouchers. Her landlords pursued three unsuccessful state-court eviction actions in August, September, and November 2022. Plaintiff alleged that the landlords discriminated and retaliated against her because of the animal, including by failing to repair the home and leaving her without heat from November 2022 through March 2023. She submitted an accommodation-support letter, but the court found that the letter was not self-authenticating and did not establish that Bella was necessary to provide her an equal opportunity to use and enjoy the dwelling.

PROCEDURAL HISTORY

Plaintiff filed a third amended complaint alleging that her landlords discriminated against her because of her service animal and retaliated against her after she sought an accommodation. Defendants asserted counterclaims and moved for summary judgment; Plaintiff opposed Defendants' motion and filed her own motion for summary judgment. The district court denied both motions because Defendants lacked supporting summary-judgment evidence and a genuine dispute of material fact remained regarding whether the requested animal accommodation was necessary to afford Plaintiff an equal opportunity to use and enjoy the dwelling.

DISPOSITION

other

CASES CITED

- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48, 255 (1986)
- Adickes v. S.H. Kress & Co., 398 U.S. 144, 158-59 (1970)
- Celotex v. Catrett, 477 U.S. 317, 322-23 (1986)
- Fontenot v. Upjohn Co., 780 F.2d 1190, 1194 (5th Cir. 1986)
- Intellectual Ventures I LLC v. T-Mobile USA, Inc., No. 2:17-CV-00577-JRG, 2018 WL 5809267, at *1 (E.D. Tex. Nov. 6, 2018)
- Nissan Fire & Marine Ins. Co., Ltd. v. Fritz Cos., Inc., 210 F.3d 1099, 1102 (9th Cir. 2000)
- Coots v. Tankersley, 2021 WL 3617841, at *5 (E.D. Tex. June 25, 2021), report and recommendation adopted, 2021 WL 3088006 (E.D. Tex. July 22, 2021)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION LISA R. WRIGHTEN, § § Plaintiff, § Case No. 2:24-cv-00264-RSP v. §
OLD LINCO LLC, CHARLIE R. § OLIVER, § Defendants. § MEMORANDUM ORDER Before
the Court are the Parties' Cross Motions for Summary Judgment. Dkt. Nos. 11 and 331.

In the Motions, the Parties request that the Court resolve the above-captioned Fair Housing Act ("FHA") suit. Having considered the Motion, and for the reasons discussed below, the Motions are hereby DENIED. I. BACKGROUND In her third amended complaint, Plaintiff Lisa WRIGHTEN alleges a pattern of behavior by her landlords, Defendants Old Linco LLC and Charlie Oliver, amounting to disability discrimination under the FHA (42 U.S.C. §§ 3601-3619), due to her service animal: • In June 2022, Plaintiff acquired a service dog, Bella.

Dkt. No. 22 at 5; See also Dkt. No. 33, Ex. 1 (photo of Bella). • In July 2022, Plaintiff renewed her lease. Defendants accepted Plaintiff's Section 8 vouchers. Defendants do not dispute this. Dkt. No. 22 at 5 • In August, September, and November 2022, Defendants brought three unsuccessful eviction actions against Plaintiff in state court. Id. 1 Dkt. No. 16 is styled as a "Motion to Deny

Summary Judgment,” but it is actually just an opposition to Defendants’ motion for summary judgment (Dkt.

No. 11). • Plaintiff provides an August 2022 accommodation support letter from a medical professional, addressing her need for a service animal. The letter notes that the listed conditions “may limit one or more major life activities.” Dkt. No. 33, Ex. 2. • Plaintiff alleges that in retaliation, Defendants failed to repair her home, which left Plaintiff without heat from November 2022-March 2023.

Id. Plaintiff seeks \$100,000 in “actual and punitive damages for emotional distress, moving costs, emotional support animal distress, mental anguish,” and \$10,000 attorney’s fees. Dkt. No. 22 at 5. Defendants counterclaim, and seek \$5,000 in damages, and \$2,500 in attorney’s fees, due to damages to the leased unit, and because “This case brought by Lisa WRIGHTEN should be considered a frivolous lawsuit.” Dkt.

No. 11 at 1. II. LEGAL STANDARD A. Summary Judgment Summary judgment should be granted “if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). Any evidence must be viewed in the light most favorable to the nonmovant. See *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986) (citing *Adickes v. S.H.*

Kress & Co., 398 U.S. 144, 158–59 (1970)). Summary judgment is proper when there is no genuine dispute of material fact. *Celotex v. Catrett*, 477 U.S. 317, 322 (1986). “By its very terms, this standard provides that the mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine [dispute] of material fact.” *Anderson*, 477 U.S. at 247–48 (emphasis added).

The substantive law identifies the material facts, and disputes over facts that are irrelevant or unnecessary will not defeat a motion for summary judgment. Id. at 248. A dispute about a material fact is “genuine” when the evidence is “such that a reasonable jury could return a verdict for the nonmoving party.” Id. The moving party must identify the basis for granting summary judgment and evidence demonstrating the absence of a genuine dispute of material fact.

Celotex, 477 U.S. at 323. If the movant bears the burden of proof on an issue at trial, then the movant “must establish beyond peradventure all of the essential elements of the claim or defense to warrant [summary] judgment in his favor.” *Fontenot v. Upjohn Co.*, 780 F.2d 1190, 1194 (5th Cir. 1986). “If the moving party does not have the ultimate burden of persuasion at trial, the party ‘must either produce evidence negating an essential element of the nonmoving party’s claim or defense or show that the nonmoving party does not have enough evidence of an essential element

to carry its ultimate burden of persuasion at trial.” *Intellectual Ventures I LLC v. T Mobile USA, Inc.*, No. 2:17-CV- 00577-JRG, 2018 WL 5809267, at *1 (E.D.

Tex. Nov. 6, 2018) (quoting *Nissan Fire & Marine Ins. Co., Ltd. v. Fritz Cos., Inc.*, 210 F.3d 1099, 1102 (9th Cir. 2000)). B. Compulsory Counterclaims Federal Rule 13(a)(1)(A) considers a counterclaim compulsory when it “arises out of the transaction or occurrence that is the subject matter of the opposing party's claim.” FED. R. CIV. P. 13. Any counterclaim not compulsory is permissive.

Id. C. Fair Housing Act 42 U.S.C. § 3604(f)(1) prohibits discrimination by a rental landlord because “of a handicap of” the “renter.” (FHA). § 3613(f)(3) defines discrimination as “a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises,” so long as the tenant can “restore” any modifications to the unit. (emphasis added).

Limited exceptions, such as single-family homes, or small apartment buildings, exist, however the statute specifically includes government-subsidized units. See 42 U.S.C. §§ 3603(a- b). A reasonable accommodation claim under the FHA generally requires demonstration of several factors: “(1) he or an associate of his is handicapped within the meaning of § 3602(h) and the defendant knew or should have known of this fact; (2) an accommodation may be necessary to afford the handicapped person an equal opportunity to use and enjoy the dwelling; (3) such accommodation is reasonable; and (4) the defendant refused to make the requested accommodation.” *Coots v. Tankersley*, 2021 WL 3617841, at *5 (E.D.

Tex. June 25, 2021), report and recommendation adopted, 2021 WL 3088006 (E.D. Tex. July 22, 2021). Finally, 42 U.S.C. § 3613(c)(1-2) permits the prevailing party to recover “actual and punitive damages” and attorney’s fees in a civil action under § 3613(a). III. ANALYSIS A. Defendants’ Counterclaims Defendants’ counterclaims do not arise out of the same transaction or occurrence as the instant suit.

While both parties’ claims arise out of Plaintiff’s occupancy of the unit at issue, Plaintiff’s claims arise out of an alleged civil rights violation by Defendants, whereas Defendants’ claims seek damages for “unpaid rent” and fire damage. While these causes may be related in the context of the already litigated state-court eviction suits, the same does not hold in this civil rights suit.

Therefore, Defendant’s counterclaims are not compulsory. Regardless of whether Defendants’ counterclaims are compulsory or permissive, Defendants have provided no summary judgment evidence to support their counterclaims.

Therefore, the Court DENIES Defendant Motion for Summary Judgment. (Dkt. No. 11). B. Fair Housing Act Defendants do not dispute the FHA’s applicability to their unit. Regardless, the Court

is of the opinion that a genuine dispute of material fact exists arising out of the second requirement, that “an accommodation may be necessary to afford the handicapped person an equal opportunity to use and enjoy the dwelling.” In her Motion, Plaintiff attaches an accommodation support letter, that prescribed an emotional support animal to Plaintiff.

Dkt. No. 33, Ex. 2. This letter, however, is not self-authenticating and does not address whether Plaintiffs emotional support animal, Bella, is necessary to provide Plaintiff an “equal opportunity to use and enjoy the dwelling.” Because Plaintiff has proffered no further evidence to connect Bella to Plaintiff’s use of the dwelling, and because Defendant’s Motion has provided no evidence at all, summary judgment is not proper.

Therefore, Plaintiff’s Motion for Summary Judgment (Dkt. No. 33) is DENIED. IV. CONCLUSION For the reasons discussed above, both motions for Summary Judgment are denied. SIGNED this 6th day of March, 2026. ROY S. PAYNE UNITED STATES MAGISTRATE JUDGE