

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH
CAROLINA, COLUMBIA DIVISION

Shasta Partee, on behalf of herself and all other occupants v. Powers
Properties

Partee v. Powers Properties · No. 3:23-4777-MGL · Decided February 4, 2026

SUMMARY

The United States District Court for the District of South Carolina adopted a magistrate judge’s report and recommendation and granted Powers Properties’ motion for summary judgment. The court rejected claims under the Fair Housing Act for failure to accommodate and retaliation, as well as claims for breach of contract, constructive eviction, and intentional infliction of emotional distress. The case was dismissed with prejudice.

CASE DETAILS

COURT	United States District Court for the District of South Carolina, Columbia Division
WRITING FOR THE COURT	Mary Geiger Lewis
JURISDICTION	United States District Court for the District of South Carolina, Columbia Division
DECIDED	February 4, 2026
DOCKET	3:23-4777-MGL
DISPOSITION	dismissed
PROCEDURAL POSTURE	The district court reviewed a magistrate judge's Report and Recommendation recommending that Defendant's motion for summary judgment be granted. After conducting de novo review of the portions to which Plaintiff objected, the district court overruled the objections, adopted the Report and Recommendation, granted summary judgment to Defendant, and dismissed the action with prejudice.
STANDARD OF REVIEW	The district court made a de novo determination of the portions of the Report and Recommendation to which specific objections were made under 28 U.S.C. § 636(b)(1). Summary judgment was proper where the record, viewed as a whole, could not lead a rational trier of fact to find for Plaintiff.

PRECEDENTIAL VALUE	Nonprecedential district court order; precedential status is not identified in the source.
PARTIES	Shasta Partee, on behalf of herself and all other occupants v. Powers Properties

TOPICS

summary judgment reasonable accommodation landlord tenant constructive eviction civil procedure

PRACTICE AREAS

civil procedure landlord-tenant law fair housing disability discrimination contracts torts

QUESTIONS PRESENTED

1. Whether summary judgment was proper on Partee's Fair Housing Act failure-to-accommodate claim.
2. Whether the Fair Housing Act's direct-threat exception independently supported Powers Properties' refusal to continue the tenancy.
3. Whether the Fair Housing Act requires a landlord to engage in an informal interactive process regarding a requested accommodation.
4. Whether summary judgment was proper on Partee's Fair Housing Act retaliation claim.
5. Whether summary judgment was proper on Partee's breach of contract claim based on alleged habitability violations and the absence of a fourteen-day notice to cure.
6. Whether Partee abandoned the premises within a reasonable time so as to support a constructive eviction claim.
7. Whether the alleged conduct was sufficiently extreme and outrageous to support an intentional infliction of emotional distress claim.

HOLDINGS

1. Summary judgment was proper because Partee failed to establish that Powers Properties knew or reasonably should have known of Naeem's disability when it issued the non-renewal notice, and her later requests did not identify a reasonable accommodation that directly ameliorated the effects of his disability or was necessary to provide equal use and enjoyment of the dwelling.
2. The direct-threat exception to the Fair Housing Act supported Powers Properties' refusal to continue the tenancy because objective evidence showed that Naeem posed a direct threat to persons or property.
3. The court declined to impose an informal interactive-process requirement on landlords and tenants under the Fair Housing Act because the Fourth Circuit had not adopted such a requirement and other circuits had held that the FHA lacks one.
4. Summary judgment was proper on the retaliation claim because Partee failed to show that Powers Properties' stated legitimate, nondiscriminatory reasons were pretextual and the nine-month interval

between the protected activity and later alleged retaliatory conduct was insufficient by itself to establish causation.

5. Summary judgment was proper on the breach of contract claim because Partee identified no evidence supporting the alleged failures involving smoke detectors, sprinklers, electrical safety, or fire extinguishers.
6. The fourteen-day notice-to-cure provision did not apply because Powers Properties issued a notice of non-renewal at the end of the lease term rather than a notice seeking to remedy a tenant's breach.
7. Partee could not establish constructive eviction because her twenty-one-month delay in moving out did not constitute abandonment within a reasonable time.
8. Summary judgment was proper on the IIED claim because Partee failed to provide evidence that Powers Properties' conduct was sufficiently extreme and outrageous, and the court determines in the first instance whether conduct meets that threshold.

KEY QUOTATIONS

“if the proposed accommodation provides no direct amelioration of a disability’s effect, it cannot be said to be ‘necessary.’” (Discussion § IV.A)

“Powers’s motion for summary judgment is GRANTED, and this case is DISMISSED WITH PREJUDICE.” (Conclusion)

FACTUAL BACKGROUND

Partee leased an apartment from Powers Properties in July 2021, and the tenancy later became month-to-month. Powers issued a notice of non-renewal in September 2022 after incidents involving Partee's disabled adult son, including alleged threats, a balcony jump, the display of a realistic BB gun, and alleged attempts to damage or burn apartment property. Partee requested accommodations after the non-renewal notice and later alleged retaliation, habitability problems, and other misconduct before moving out in July 2024.

PROCEDURAL HISTORY

Partee sued Powers Properties asserting Fair Housing Act failure-to-accommodate and retaliation claims, breach of contract, constructive eviction, and intentional infliction of emotional distress. The magistrate judge recommended granting Powers's motion for summary judgment. Partee filed objections after receiving an extension of time, and the district court conducted the required review, found the objections meritless, adopted the Report and Recommendation, granted summary judgment, and dismissed the case with prejudice.

DISPOSITION

dismissed

CASES CITED

- Murray ex rel. Purnell v. City of Philadelphia, 901 F.3d 169, 170 (3d Cir. 2018)

- Mathews v. Weber, 423 U.S. 261, 270 (1976)
- Olsen v. Stark Homes, Inc., 759 F.3d 140, 156 (2d Cir. 2014)
- Bryant Woods Inn, Inc. v. Howard County, 124 F.3d 597, 604 (4th Cir. 1997)
- Scoggins v. Lee's Crossing Homeowners Ass'n, 718 F.3d 262, 272-73 (4th Cir. 2013)
- Bhogaita v. Altamonte Heights Condominium Association, Inc., 765 F.3d 1277 (11th Cir. 2014)
- Lapid-Laurel, L.L.C. v. Zoning Board of Adjustment of Township of Scotch Plains, 284 F.3d 442, 446 (3d Cir. 2002)
- Groner v. Golden Gate Gardens Apartments, 250 F.3d 1039, 1047 (6th Cir. 2001)
- King v. Rumsfeld, 328 F.3d 145, 150-51 (4th Cir. 2003)
- Hooven-Lewis v. Caldera, 249 F.3d 259, 278 (4th Cir. 2001)
- Conner v. Schnuck Markets, Inc., 121 F.3d 1390, 1395 (10th Cir. 1997)
- Thomas v. Hancock, 246 S.E.2d 604, 605 (S.C. 1978)
- Teamsters Joint Council No. 83 v. Centra, Inc., 947 F.2d 115, 119 (4th Cir. 1991)
- Matsushita Electric Industrial Co. v. Zenith Radio Corp., 475 U.S. 574, 587-88 (1986)
- Hamer v. American Medical International, Inc., 465 S.E.2d 112, 117 (S.C. Ct. App. 1995)