

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

SHANIDRA OSBORNE,

Plaintiff,

v.

TWIN CANAL ASSOCIATES, LP;
BURLINGTON CAPITAL PROPERTIES,
LLC,

Defendants.

Civil No.

COMPLAINT

Plaintiff, Shanidra Osborne (“Ms. Osborne”), by counsel, hereby pleads as follows against Defendants, Twin Canal Associates LP (“Twin Canal Associates”) and Burlington Capital Properties, LLC (“Burlington Capital”) (collectively “Defendants”):

PRELIMINARY STATEMENT

1. Plaintiff Shanidra Osborne is a victim of domestic violence and a mother of a minor child. She suffered horrific trauma after her abuser, who is incarcerated and facing multiple criminal charges, chased her with a knife and then set her apartment on fire, killing her cat and rendering her home uninhabitable. Ms. Osborne spent two nights sleeping in a car and then sought refuge at a shelter for victims of domestic violence.
2. Approximately six weeks after the attack, Defendants Twin Canal Associates and Burlington Capital moved Ms. Osborne into a new unit in the same complex. However,

the following year, Defendants inexplicably moved to evict her based on the violent actions of her abuser.

3. Ms. Osborne brings this action under 42 U.S.C. § 3604 and Va. Code § 36-96.3 for Defendants' unlawful discrimination and she seeks actual, compensatory damages, punitive damages and declaratory relief.

JURISDICTION AND VENUE

4. Jurisdiction is proper under (1) 28 U.S.C. § 1343(a)(3), as this action concerns an Act of Congress providing for the protection of equal rights or civil rights; (2) 28 U.S.C. § 1331, as this is a civil action arising under federal law; and (3) 42 U.S.C. § 3613, as this is a civil action based on a violation of the federal statutory right to fair housing.
5. This Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367(a).
6. Because the events or omissions giving rise to Ms. Osborne's claims occurred in this judicial district, venue is proper under 28 U.S.C. § 1391(b)(2).
7. Declaratory relief is authorized by 28 U.S.C. § 2201 and F.R.C.P. Rule 57.
8. The events giving rise to these claims occurred in Virginia Beach, which is encompassed by this division. *See* E.D. Va. Local Civ. R. 3.

PARTIES

9. Twin Canal Associates LP is a company that owns Twin Canal Village, the apartment complex in which Ms. Osborne resides. Twin Canal Village is an affordable housing complex in Virginia Beach, Virginia that has a United States Department of Housing and Urban Development ("HUD") Section 8 subsidy and receives housing assistance

payments for all 300 units. Twin Canal Village is also a Low-Income Housing Tax Credit property and there is a HUD-insured mortgage on the property.

10. Upon information and belief, Burlington Capital Properties is the corporation that manages Twin Canal Village and employs multiple personnel, including the employees that issued the lease termination notice to Ms. Osborne and moved forward with Ms. Osborne's eviction.

11. Ms. Osborne is an individual tenant who is a victim of domestic violence. She resides with her autistic child in a dwelling unit owned and managed by Defendants.

LEGAL FRAMEWORK

12. Congress passed the Fair Housing Act ("FHA"), as amended in 1988, to provide for fair housing. The FHA provides that it is unlawful [t]o discriminate against any person in the terms, conditions, or privileges of . . . rental of a dwelling. . . because of . . . sex. . . ." 42 U.S.C. § 3604(b). A landlord can violate the FHA through either intentional discrimination or through facially neutral conduct that has a disparate impact on the basis of a protected class such as sex.

13. If a court finds discrimination under the FHA, it can award compensatory and punitive damages, declaratory relief, litigation costs and reasonable attorney's fees. 42 U.S.C. § 3613.

14. The Violence Against Women Reauthorization Act of 2013 ("VAWA"), 34 U.S.C. § 12491(b)(1) (reauthorized in 2022) protects survivors of domestic violence from eviction or termination of assistance related to the abuse. The VAWA lease addendum is signed by both the landlord and the tenant and is an amendment to a standard lease that incorporates the protections of the Violence Against Women Act. The VAWA lease addendum

specifies that tenants who are victims of abuse cannot be evicted for incidents of domestic violence, dating violence, sexual assault, or stalking that occur in their household or that involve guests under their control.

15. The Low-Income Housing Tax Credit ("LIHTC") program is a federal tax credit program that provides for the construction and rehabilitation of affordable housing. *See* Tax Reform Act of 1986, Pub. L. No. 99-514 (Oct. 22, 1986), § 252, 100 Stat. 2085, 2189-208 (codified at 26 U.S.C. § 42). LIHTC properties are subject to the provisions of VAWA. 34 U.S.C. § 12491 (a)(3)(J).
16. Project-Based Section 8 housing is a form of federal rental assistance administered by the U.S. Department of Housing and Urban Development (HUD) where the subsidy is attached to specific housing units or properties. Properties that receive a Project-Based Section 8 subsidy are also subject to VAWA provisions. 34 U.S.C. § 12491 (a)(3)(H).
17. HUD's Office of Fair Housing and Equal Opportunity ("FHEO") is responsible for interpreting and enforcing the FHA and has issued guidance (hereinafter "FHEO Guidance") on evaluating housing discrimination claims brought by victims of domestic violence. *See* Memorandum from Sara K. Pratt, Deputy Assistant Secretary for Enforcement and Programs, HUD, to FHEO Office Directors & FHEO Regional Directors, *Assessing Claims of Housing Discrimination Against Victims of Domestic Violence Under the Fair Housing Act (FHA) and the Violence Against Women Act (VAWA)* (Feb. 9, 2011), <https://www.hud.gov/sites/documents/fheodomesticviolguideng.pdf> [<https://perma.cc/NXP8-UAGP>] (last visited July 21, 2026).

18. Of note, the vast majority of victims of domestic violence, including victims of intimate partner violence, are women.
19. As reported by the U.S. Department of Justice's Bureau of Justice Statistics in 2000, approximately 85% of victims of intimate partner violence nationwide are women. *See* U.S. Dep't of Just. Bureau of Just. Stats., Special Report, Intimate Partner Violence 1 (2000), <https://bjs.ojp.gov/content/pub/pdf/ipv.pdf> [<https://perma.cc/Z6FG-KZ47>] (last visited July 16, 2026).
20. Over twenty years later, the U.S. Department of Justice's Federal Bureau of Investigation similarly reported that when violent crimes involved domestic relationships, 74.5% of the victims are female. *See* U.S. Dep't of Just. Fed. Bureau of Investigation, Domestic Relationships and Violent Crimes, 2020-2024, at 5 (Feb. 2026), <https://cde.ucr.cjis.gov/LATEST/resources/reports/Domestic%20Relationships%20and%20Violent%20Crimes%202020-2024.pdf> (last visited July 21, 2026).
21. Further, as reported by the U.S. Department of Justice's Bureau of Justice Statistics in 2010, "the percentage of female victims (26%) of intimate partner violence was about 5 times that of male victims (5%)." U.S. Dep't of Just. Bureau of Jus. Stats., Bulletin, Criminal Victimization, 2009, at 7 (Oct. 2010), <https://bjs.ojp.gov/document/cv09.pdf> [<https://perma.cc/2LHF-UJFE>] (last visited July 21, 2026).
22. Finally, the FHEO Guidance states that because domestic violence victims are overwhelmingly women, "discrimination against victims of domestic violence is almost always discrimination against women...." and that can constitute sex discrimination in violation of the Fair Housing Act. FHEO Guidance at 2.

23. Courts have held that a violation of VAWA can support an inference of sex discrimination under the Fair Housing Act. *See Butler v. Sundo Cap., LLC*, 559 F. Supp. 3d 452, 457 (W.D. Pa. 2021) (holding that status as a victim of domestic violence was sufficient to state a claim for discrimination).

FACTS

24. Ms. Osborne moved into Twin Canal Village in 2023 and has lived in two different units within that apartment complex. She lived in her first unit from 2023 to June 2025 (the “First Apartment”), and she has lived in her current unit (the “Second Apartment”) from August 2025 to the present.

25. There are 300 units in Twin Canal Village and all of the units are federally subsidized through the (1) the Low-Income Housing Tax Credit program (HUD subsidy ID number VAA2011808) that began on January 1, 2011 and runs through January 1, 2041; and (2) the Project-Based Section 8 program (HUD subsidy ID number VA36H027088) that began on February 1, 2018 and runs through January 31, 2038. Upon information and belief, there is also a federally insured mortgage on Twin Canal Village.

26. Ms. Osborne shares a child in common with Marquis Grant (“Mr. Grant”) who has a history of abusive conduct toward Ms. Osborne. The child that Ms. Osborne shares with Mr. Grant is now two years old and is autistic. Mr. Grant has been violent towards Ms. Osborne on multiple occasions, including in June 2024 when he beat Ms. Osborne and was charged with assault and battery against a family member in Virginia Beach Juvenile and Domestic Relations Court. A deferred disposition was entered in that case in July 2024. Six months later, in January 2025, Mr. Grant again assaulted Ms. Osborne, hitting her in the ribs and upper body so badly that she ultimately needed physical therapy to

recover from her injuries which included a separated shoulder. After that incident, Mr. Grant left and moved to Texas.

27. However, because Ms. Osborne and Mr. Grant share a child, Ms. Osborne had no choice but to continue co-parenting with him and in May 2025, Mr. Grant returned to Virginia for their son's birthday and to provide occasional childcare assistance.

28. Between May 2025 and June 25, 2026, Mr. Grant's abusive conduct toward Ms. Osborne escalated and Ms. Osborne became increasingly afraid of Mr. Grant. She wanted to cease all communication with him but was terrified of what he would do to her if she ended contact with him.

29. On June 25, 2026, Ms. Osborne worked up her courage and asked Mr. Grant to leave her apartment. Mr. Grant was enraged, threatening her and chasing her with a knife. Ms. Osborne picked up their child and ran outside to her car. Once she was inside her vehicle and her doors were locked, she told Mr. Grant she was going to call the police. Furious, he threatened to set her personal belongings on fire. Ms. Osborne was terrified and fearful for her own safety and the safety of her child, so she fled to a relative's home. *See* Chris Horne, Chrysnel Banzouzi & Cheyenne Pagan, *VBPD: Man Facing Several Charges After Apartment Fire in Virginia Beach*, WAVY.com (May 11, 2026, 11:03 AM), <https://www.wavy.com/news/local-news/virginia-beach/four-displaced-and-one-cat-dead-in-virginia-beach-apartment-fire/> [<https://perma.cc/KS2Y-66XH>] (last visited July 21, 2026).

30. Ms. Osborne was later told that Mr. Grant entered her apartment and set it on fire, damaging the apartment and killing her cat.

31. Mr. Grant is presently incarcerated and facing criminal charges in Virginia Beach Circuit Court arising from the incident at Twin Canal Village on June 26, 2025. Specifically, Mr. Grant is facing charges for (1) torture of an animal causing death; (2) attempted malicious wounding; (3) threatening to bomb/burn; and (4) arson of an occupied dwelling unit. The indictment is attached and incorporated as **Exhibit A**.
32. The fire set by Mr. Grant rendered the unit uninhabitable and Ms. Osborne spent two nights sleeping in her car before moving into Samaritan House, a shelter for victims of domestic violence. *See Our Mission*, Samaritan House, <https://samaritanhouseva.org/about-us/our-mission> [<https://perma.cc/A92L-GNZ8>] (last visited July 21, 2026).
33. Ms. Osborne and her son stayed at Samaritan House until Defendants provided her with a new unit. At that time, Defendants asked Ms. Osborne for a copy of the police report relating to the June 26, 2025 incident and asked her to complete HUD Form 5382 VAWA Certification (“VAWA Certification”). Ms. Osborne completed the VAWA certification and provided it to Defendants. That certification dated July 2, 2025 and email correspondence between Ms. Osborne and Defendants are attached and incorporated by reference as **Exhibit B**. Defendants were also aware that Ms. Osborne was staying at a shelter for victims of domestic violence and that Samaritan House was going to pay any past due balance. *See* emails dated July 10, 2025 between Ms. Osborne and Defendants attached and incorporated by reference as **Exhibit C**.
34. On July 7, 2025, Ms. Osborne signed a VAWA lease addendum that the property manager provided to her. This lease addendum is attached and incorporated by reference as

Exhibit D. Ms. Osborne then moved into a new unit at Twin Canal Village on or about August 13, 2025.

35. On January 28, 2026, Defendant issued Ms. Osborne a rent change notice. This rent change notice is attached and incorporated by reference as **Exhibit E**.
36. After Ms. Osborne moved into her new unit in August 2025, she made several complaints over a period of time to Defendants about conditions in her unit and problems with other neighbors.
37. Then, in January 2026—over six months after the incident involving the assault and the fire and despite Ms. Osborne completing the VAWA paperwork which expressly notified Defendants of her status as a victim of domestic violence—Defendants issued a lease termination notice on January 30, 2026, stating that Ms. Osborne must vacate her unit by March 1, 2026 because of the fire that Mr. Grant started. A copy of that lease termination notice is attached and incorporated by reference as **Exhibit F**.
38. Following that, on or about March 3, 2026, Defendants filed an unlawful detainer against Ms. Osborne in Virginia Beach General District Court (VBGDC Case No.: GV26006766-00). The filing is attached and incorporated by reference as **Exhibit G**. A default judgment in that action was entered on or about March 24, 2026.
39. Ms. Osborne was not aware of the eviction filing until she received a sheriff's notice stating that the eviction would be scheduled for April 15, 2026. A copy of the sheriff's notice is attached and incorporated by reference as **Exhibit H**. She had previously received a 5-day pay or quit notice on March 9, 2026 alleging an unpaid balance of \$56.36. Ms. Osborne paid that balance on March 21, 2026, and did not know that Defendants were proceeding with the unlawful detainer process.

40. On April 6, 2026, after receiving the sheriff's notice of eviction, Ms. Osborne asked Elizabeth Wilson ("Ms. Wilson"), the property manager at Twin Canal Village, why she was being evicted. Ms. Wilson told Ms. Osborne her lease was terminated because of the fire that Mr. Grant started. When Ms. Osborne asked Ms. Wilson about her protections under VAWA, Ms. Wilson claimed that Ms. Osborne was not a victim of domestic violence. It was then that Ms. Osborne learned that an unlawful detainer default judgment had been entered against her.
41. Subsequent to finding out about the default judgment, Ms. Osborne filed a motion to reopen and/or set aside the eviction judgment in Virginia Beach General District Court. Together with her motion to reopen, Ms. Osborne included a letter stating that she was a victim of domestic violence and that she was being evicted as a result of the fire set by Mr. Grant. A copy of Ms. Osborne's Motion to Reopen and her letter to the court are attached and incorporated by reference as **Exhibit I**.
42. Shortly thereafter, Ms. Osborne retained the Legal Aid Society of Eastern Virginia, and her attorney sent a letter to counsel for Defendants, reiterating that Ms. Osborne was a victim of domestic violence and that VAWA applied which prevented Defendants from evicting Ms. Osborne based on the violent actions of Mr. Grant. A copy of the letter is attached and incorporated by reference as **Exhibit J**. Counsel for Ms. Osborne did not receive a written response from Defendants.
43. At the motion to reopen hearing, the court declined to reopen the matter and affirmed the unlawful detainer judgment. Counsel for Defendants then offered to let Ms. Osborne have a few additional months to vacate her unit and entered into an agreement giving her until July 27, 2026 to vacate her apartment. Pursuant to the terms of agreement, if Ms.

Osborne vacates by 4:00 p.m. on July 27, 2026, no unlawful detainer judgment will be entered. If she does not vacate, a judgment will be entered which will allow Defendants to proceed with eviction. A copy of the settlement agreement is attached and incorporated by reference as **Exhibit K**. The settlement agreement does not waive any claims that Ms. Osborne may have against Defendants other than the right to contest or appeal the unlawful detainer judgment.

44. Ms. Osborne has been—and will continue to be—injured by Defendants’ discriminatory conduct and has suffered (and will continue to suffer) damages as a result thereof. Such damages include, but are not limited to, emotional and physical distress, loss of sleep, anxiety, fear, depression, panic, an inability to focus, episodes of uncontrolled crying, and physical pain. Defendants’ conduct has exacerbated the trauma and distress that she already experienced as a result of Mr. Grant’s knife attack and the fire that killed her cat and destroyed her apartment.

45. Defendants’ conduct described herein was undertaken with malice and/or a reckless and wanton disregard for Ms. Osborne’s civil rights. Despite repeated attempts by Ms. Osborne and her counsel to reiterate the VAWA protections afforded to victims of domestic violence, Defendants have nonetheless insisted on moving forward with an eviction action against Ms. Osborne and her two-year old autistic child.

CAUSES OF ACTION

COUNT I

Disparate Treatment On the Basis of Sex (Violation of the Fair Housing Act, 42 USC § 3604(b))

46. Ms. Osborne realleges and incorporates by reference the above allegations as if fully set forth herein.

47. Ms. Osborne is a member of a protected class who resides in a dwelling that Defendants rent to her.

48. Defendants engaged in an unlawful discriminatory practice against Ms. Osborne in the terms of rental of a dwelling because of Ms. Osborne's sex.

49. Defendants engaged in discriminatory conduct when they issued a lease termination notice to Ms. Osborne and moved to evict her because of the fire incident that occurred on June 26, 2025. This incident was a direct result of Ms. Osborne's status as a victim of domestic violence. 24 C.F.R. § 5.2005(b).

50. By terminating Ms. Osborne's tenancy in violation of the Violence Against Women Act, Defendants intentionally discriminated against Ms. Osborne on the basis of sex, in violation of the Fair Housing Act, 42 U.S.C. § 3604(b).

51. Because a majority of victims of domestic violence are women, and Ms. Osborne is a victim of domestic violence, Defendants' conduct was sex discrimination against Ms. Osborne.

52. Ms. Osborne is an aggrieved person under 42 U.S.C. § 3602(d) & (i), such that she is entitled to maintain this action under 42 U.S.C. § 3613(a). She has been, and will be, injured by Defendants' discriminatory acts and has suffered and will continue to suffer damages as a result thereof.

COUNT II
Disparate Treatment On the Basis of Sex
(Violation of the Fair Housing Act, 42 USC § 3604(c))

53. Ms. Osborne realleges and incorporates by reference the above allegations as if fully set forth herein.

54. Ms. Osborne is a member of a protected class who resides in a dwelling that Defendants rent to her.

55. Defendants engaged in an unlawful discriminatory practice against Ms. Osborne with respect to the rental of a dwelling because of Ms. Osborne's sex.

56. Defendants engaged in discriminatory conduct when their agent improperly characterized Ms. Osborne and stated that she was not a victim of domestic violence and was therefore not afforded the protections under the Violence Against Women Act.

57. Defendants thus intentionally discriminated against Ms. Osborne on the basis of sex, in violation of the Fair Housing Act, 42 U.S.C. § 3604(c).

58. Because a majority of victims of domestic violence are women, and Ms. Osborne is a victim of domestic violence, Defendants' conduct was sex discrimination against Ms. Osborne.

59. Ms. Osborne is an aggrieved person under 42 U.S.C. § 3602(d) & (i), such that she is entitled to maintain this action under 42 U.S.C. § 3613(a). She has been, and will be, injured by Defendants' discriminatory acts and has suffered and will continue to suffer damages as a result thereof.

COUNT III

Disparate Treatment on the Basis of Sex (Violation of Virginia Fair Housing Law, Va. Code § 36-96.3(A)(2))

60. Ms. Osborne realleges and incorporates by reference the above allegations as if fully set forth herein.

61. The Virginia Fair Housing Law generally parallels the Fair Housing Act. See *Moseke v. Miller and Smith, Inc.*, 202 F. Supp. 2d 492, 495 n. 2 (E.D. Va. 2002).

62. Ms. Osborne is a member of a protected class who resides in a dwelling that Defendants rent to Ms. Osborne.

63. Defendants engaged in an unlawful discriminatory housing practice against Ms. Osborne in the terms of rental of a dwelling because of Ms. Osborne's sex in violation of Virginia Fair Housing Law, Va. Code § 36-96.3(A)(2).

64. By terminating Ms. Osborne's tenancy because of the fire incident, which was a direct result of Ms. Osborne's status as a victim of domestic violence, Defendants intentionally discriminated against Ms. Osborne because of her sex.

65. Defendants' discriminatory conduct based on Ms. Osborne's status as a domestic violence victim was discrimination based on sex, as a majority of victims of domestic violence are women.

66. Ms. Osborne is an aggrieved person under Va. Code § 36-96.1:1, such that she is entitled to maintain this action under Va. Code § 36-96.18(A). She has been, and will be, injured by Defendants' discriminatory acts and has suffered and will continue to suffer damages as a result thereof.

COUNT IV
Disparate Treatment on the Basis of Sex
(Violation of Virginia Fair Housing Law, Va. Code § 36-96.3(A)(3))

67. Ms. Osborne realleges and incorporates by reference the above allegations as if fully set forth herein.

68. Ms. Osborne is a member of a protected class who resides in a dwelling that Defendants rent to her.

69. Defendants engaged in an unlawful discriminatory practice against Ms. Osborne with respect to the rental of a dwelling because of Ms. Osborne's sex.

70. Defendants engaged in discriminatory conduct when their agent improperly characterized Ms. Osborne and stated that she was not a victim of domestic violence and was therefore not afforded the protections under the Violence Against Women Act.

71. Defendants thus intentionally discriminated against Ms. Osborne on the basis of sex, in violation of Virginia Fair Housing Law, Va. Code § 36-96.3(A)(3).

72. Because a majority of victims of domestic violence are women, and Ms. Osborne is a victim of domestic violence, Defendants' conduct was sex discrimination against Ms. Osborne.

73. Ms. Osborne is an aggrieved person under Va. Code § 36-96.1:1, such that she is entitled to maintain this action under Va. Code § 36-96.18(A). She has been, and will be, injured by Defendants' discriminatory acts and has suffered and will continue to suffer damages as a result thereof.

PRAYER FOR RELIEF

Ms. Osborne respectfully requests that this Court award her the following relief:

1. Enter a declaratory judgment declaring that Defendant unlawfully discriminated against Ms. Osborne in violation of the Fair Housing Act and Virginia Fair Housing Law;
2. Award compensatory damages;
3. Award punitive damages against Defendant;
4. Award nominal damages if Ms. Osborne is not awarded compensatory damages;
5. Award Ms. Osborne's reasonable attorney's fees and costs under 42 U.S.C. § 3613 and Va. Code § 36-96.18;
6. Award pre- and post- judgment interest; and
7. Grant such other relief as this Court deems just and proper.

JURY DEMAND

Ms. Osborne demands a trial by jury on all issues so triable under Rule 38 of the Federal Rules of Civil Procedure.

Dated: July 21, 2026

Respectfully submitted,

SHANIDRA OSBORNE

By: /s/ Melissa B. Bonfiglio

Melissa B. Bonfiglio (VSB No.: 90016)
Deputy Director/Director of Litigation
LEGAL AID SOCIETY OF EASTERN VIRGINIA
125 St. Paul's Blvd., Suite 400
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Email: melissab@laseva.org
Counsel for Plaintiff

COMMONWEALTH OF VIRGINIA



In The Circuit Court of the City of Virginia Beach

Commonwealth of Virginia,

Plaintiff

v.

Marquis Rakeim Grant

Race: Black Sex: Male DOB: [REDACTED]
Hgt: 6'00 Wgt: 300 Eyes: BRO Hair: BLK
SSN: [REDACTED]

Defendant

Arson of Dwelling

Wounding - Malicious (Attempt)

Threatening to Burn, Bomb or Discharge Firearm

Torture/Mutilate Dog Or Cat Causing Death or

Serious Injury

Grand Jury Indictment

The Grand Jurors of the Commonwealth of Virginia and of the City of Virginia Beach, attending the Court aforesaid, upon their oaths present that, in the City of Virginia Beach,

Marquis Rakeim Grant

1 Arson of Dwelling (ARS-2003-F9)

On or about June 26, 2025, did maliciously burn or cause to be burned, or destroy or caused to be destroyed by use of an explosive device or substance, in whole or part, the dwelling house or manufactured home of Shanidra Nashay Osborne, in violation of §§ 18.2-77; 18.2-10 of the Code of Virginia (1950) as amended.

2 Wounding - Malicious (Attempt) (ASL-1334-A3)

On or about June 26, 2025, did attempt to maliciously shoot, stab, cut, or wound or by any means cause bodily injury to Shanidra Nashay Osborne, with the intent to maim, disfigure, disable, or kill, in violation of §§ 18.2-51; 18.2-26; 18.2-10 of the Code of Virginia (1950) as amended.

3 Threatening to Burn, Bomb or Discharge Firearm (ARS-2023-F5)

On or about June 26, 2025, did communicate to another, by any means any threat to bomb, burn, destroy or in any manner damage any place of assembly, building or other structure, or any means of transportation, or did communicate to another by any means, information, knowing the same to be false, as to the existence of any peril of bombing, burning, destruction or damage to any such place of assembly, building, or other structure, or any means of transportation, in violation of §§ 18.2-83(A); 18.2-10 of the Code of Virginia (1950) as amended.

4 Torture/Mutilate Dog Or Cat Causing Death or Serious Injury (ANM-3349-F6)

On or about June 26, 2025 did torture, willfully inflict inhumane injury or pain not connected with bona fide scientific or medical experimentation or cruelly and unnecessarily beat, maim, or mutilate a cat that was a companion animal and as a direct result caused the death of such animal, or the euthanasia of such animal on the recommendation of a licensed veterinarian upon determined that such euthanasia was necessary due to the condition of the animal, in violation of §§ 3.2-6570(F); 18.2-10 of the Code of Virginia (1950) as amended.

Grand Jury *Det. Jones*
Witness: *Elizabeth A. Hall Hubert*

VBPD - Investigative Division - Family Service Squad

Grand Jury Date: March 02, 2026

A True Bill

✓

Not A True Bill

James Ray Horton
Foreman of the Grand Jury

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**1. Date the written request is received by victim: 7-2-20252. Name of victim: Shondra Osborne

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: Twin Canal Village Apartments6. Name of the accused perpetrator (if known and can be safely disclosed): Marquis Grant7. Relationship of the accused perpetrator to the victim: Nothing (child's father)8. Date(s) and times(s) of incident(s) (if known): 6-26-2025 1:00pm-4:00pm10. Location of incident(s): Twin Canal Village Apartments

In your own words, briefly describe the incident(s):

Marquis Grant was coming to visit and watch his son for a few hours when an argument occurred and he chased me with a knife and set my apartment on fire after he was told to leave.

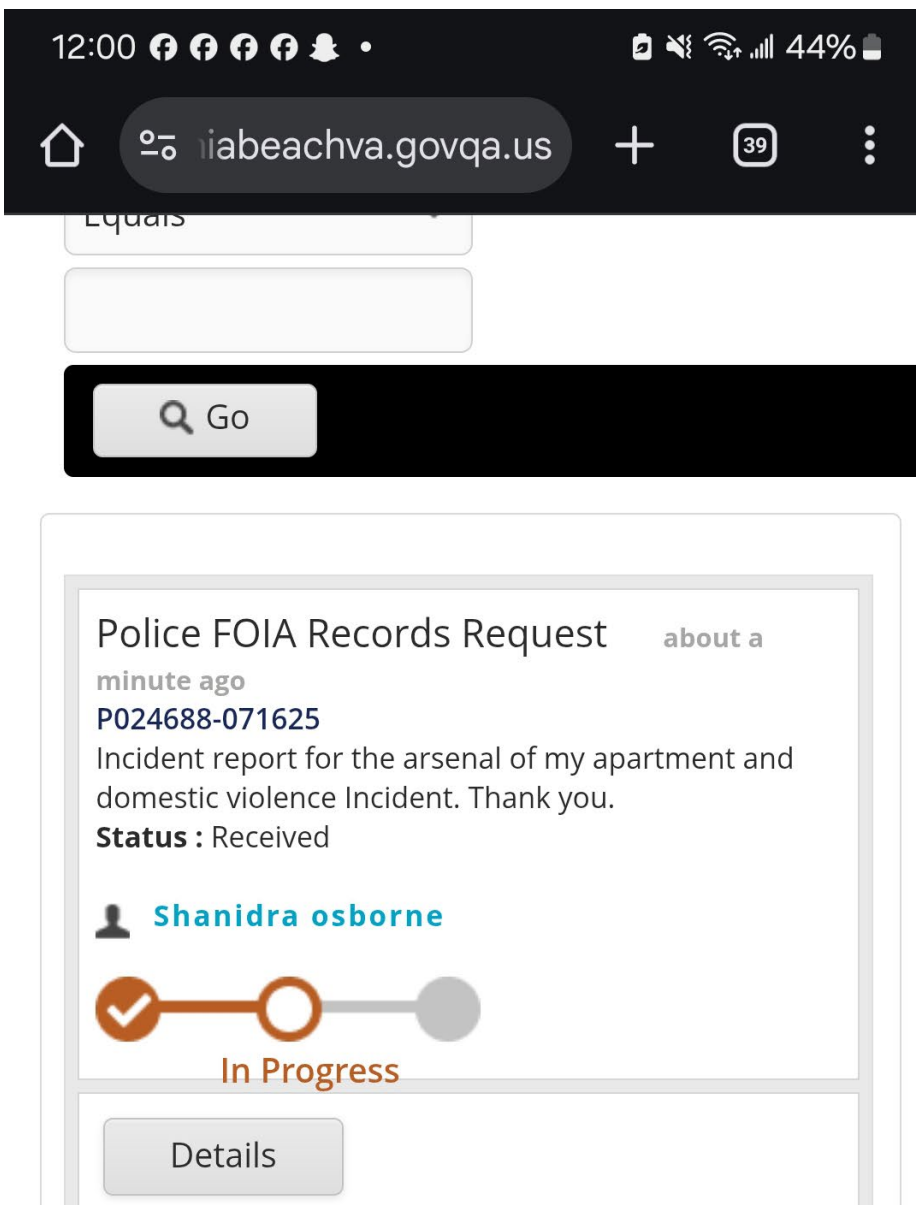
This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

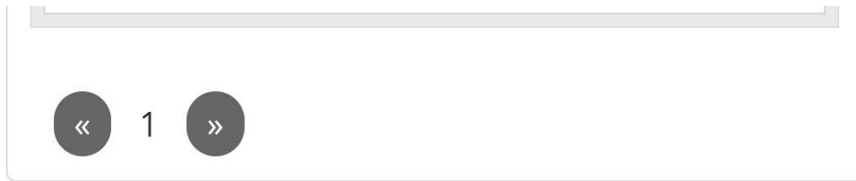
Signature Shondra Osborne Signed on (Date) 7-2-2025

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

From: Issy Issy <issyissy701@gmail.com>
Date: Wed, Jul 16, 2025 at 12:02 PM
Subject: Re: Paperwork
To: Tie Williams <twilliams@burlingtoncapital.com>

Good afternoon I am currently waiting on the police report. It should get to me shortly then I will forward the report to you. Thank you so much.





On Mon, Jul 14, 2025, 1:57 PM Tie Williams <twilliams@burlingtoncapital.com> wrote:
Good afternoon, Ms. Osborne,

Along with the form you filled out, supporting documentation is needed.

Below is copy/paste from the form:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Thank you,

Tie Williams, HCCP, CPO, NCP, SHCM
Burlington Capital, Properties
Director of Affordable Compliance
Regional Manager
[1004 Farnam St, Ste 400](#)
[Omaha, NE 68102](#)

ph: 402-932-2876

A Tradition of Trust

From: Issy Issy <issyissy701@gmail.com>
Sent: Monday, July 14, 2025 1:45 PM
To: Tie Williams <twilliams@burlingtoncapital.com>
Subject: Re: Paperwork

Good afternoon I'm a little confused because I filled out and turned in all domestic violence paperwork to Ms. Wilson on front of ms. Wilson way before signing my lease. Could you clarify if there are additional papers that were suppose to be given to me?

On Mon, Jul 14, 2025, 12:41 PM Tie Williams <twilliams@burlingtoncapital.com> wrote:
Good morning, Ms. Osborne,

Please provide the third-party documentation as requested on 7/3/2025 and 7/10/2025.

Please read carefully the Certification of Domestic Violence Form 5382 that you submitted on 7/2/2025. In accordance with the form, you have 14 business days to provide the documentation. The deadline to provide the documentation is 7/23/2025.

Thank you,

Tie Williams, HCCP, CPO, NCP, SHCM
Burlington Capital, Properties
Director of Affordable Compliance
Regional Manager
[1004 Farnam St. Ste 400](#)
[Omaha, NE 68102](#)
ph: 402-932-2876

A Tradition of Trust

From: Tie Williams <twilliams@burlingtoncapital.com>
Sent: Thursday, July 10, 2025 9:50 AM
To: Issy Issy <issyissy701@gmail.com>
Subject: Re: Paperwork

Good morning, Ms. Osborne,

Please read over the form you submitted and provide supporting documentation.

Thank you!

Tie Williams, HCCP, CPO, NCP, SHCM
Burlington Capital, Properties
Director of Affordable Compliance
Regional Manager
[1004 Farnam St, Ste 400](#)
[Omaha, NE 68102](#)
ph: 402-932-2876

A Tradition of Trust

From: Issy Issy <issyissy701@gmail.com>
Sent: Thursday, July 3, 2025 3:16 PM
To: Tie Williams <twilliams@burlingtoncapital.com>
Subject: Re: Paperwork

Yes ma'am

On Thu, Jul 3, 2025, 12:45 PM Tie Williams <twilliams@burlingtoncapital.com> wrote:
Hello Ms. Osborne,

We need supporting documentation as described on the form.

Thank you,

Tie Williams, HCCP, CPO, NCP, SHCM
Burlington Capital, Properties
Director of Affordable Compliance
Regional Manager
[1004 Farnam St, Ste 400](#)
[Omaha, NE 68102](#)
ph: 402-932-2876

A Tradition of Trust

From: Tie Williams <twilliams@burlingtoncapital.com>
Sent: Wednesday, July 2, 2025 6:45 PM
To: issyissy701@gmail.com <issyissy701@gmail.com>
Subject: Paperwork

Good afternoon, Ms. Osborne,

Please let me know if this is a good email to discuss paperwork that was completed

today.

Thank you,

Tie Williams, HCCP, CPO, NCP, SHCM

Burlington Capital, Properties

Director of Affordable Compliance

Regional Manager

[1004 Farnam St, Ste 400](#)

[Omaha, NE 68102](#)

ph: 402-932-2876

A Tradition of Trust

From: **Twin Canal Village** <twincanal@burlingtoncapital.com>
Date: Thu, Jul 10, 2025 at 12:33 PM
Subject: RE: Urgent
To: Issy Issy <issyissy701@gmail.com>, Twin Canal Village
<twincanal@burlingtoncapital.com>

Good afternoon,

Thank you for the clarification.

Elizabeth Wilson

Property Manager

[1480 Drawbridge Circle](#)

[Virginia Beach, VA 23453](#)

ph: 757-471-7007

f: 757-471-8430

From: Issy Issy <issyissy701@gmail.com>
Sent: Thursday, July 10, 2025 12:13 PM
To: Twin Canal Village <twincanal@burlingtoncapital.com>
Subject: Urgent

Samaritan Housing supervisor to pay any balance that was due.

Christopherc@samaritanhouseva.org

**VIOLENCE, DATING VIOLENCE
OR STALKING**U.S. Department of Housing
and Urban Development
Office of HousingOMB Approval No. 2502-0204
Exp. 6/30/2017**LEASE ADDENDUM**
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT SHANIDRA OSBORNE	LANDLORD Twin Canal Village	UNIT NO. & ADDRESS Unit [REDACTED] [REDACTED]
-----------------------------------	---------------------------------------	--

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

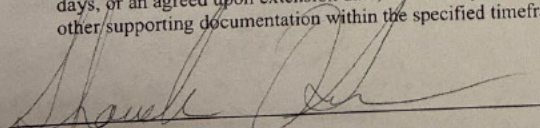
In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is 07/07/2025. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

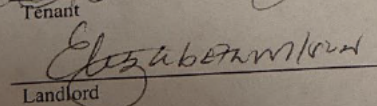
1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.



Tenant

7.7.25

Date



Landlord

7.7.25

Date

LEASE AMENDMENT

01/28/2026
SHANIDRA OSBORNE

Dear SHANIDRA OSBORNE:

This is to notify you that on the basis of our recent review of your income and family composition, your monthly rent has been adjusted as follows:

Contract Rent	\$ 2158.00
Utility Allowance	\$ 178.00

Assistance Payment	\$ 2311.00
Total Tenant Payment	\$ 25.00

Tenant Rent	\$ 0.00
-------------	---------

The new rent is effective with the rent due for the month of 03/01/2026. This notification amends Paragraph 3 of your lease agreement, which sets forth the amount of rent you pay each month. All other provisions of your lease remain in full force and effect. The next scheduled recertification is 03/01/2027.

Attached for your records is a copy of the Form 50059 Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures and applicable worksheet(s). You should substitute these forms in place of the previous 50059 and worksheet(s), which are attached to your lease. The 50059 shows you the income we used to calculate your new rent and the amount of rental assistance, if any, that HUD pays monthly on your behalf.

The next scheduled recertification is 03/01/2027. By signing below, you acknowledge that you have been informed by this Initial Notice of when your next scheduled recertification is and understand your responsibility to respond to a Reminder Notice that will be sent to you approximately 120 days prior to the next scheduled recertification. If you do not respond to the Reminder Notice by 01/10/2027, your lease gives us the right to raise your rent without giving a 30 day notice.

You may call me at (757) 471-7007 if you wish to arrange a meeting to discuss the above. Thank you for your cooperation.

Sincerely,

Sincerely,
E. Wilson / VC

Elizabeth Wilson
Property Manager - Twin Canal Village
(757) 471-7007

Accepted:

Head of Household

Spouse/Co-Head of Household

Date _____

Date _____

30 Day Notice Termination of Tenancy Material Lease Violation

Date: 01/30/2026

Property Name:	Twin Canal Village	Telephone:	(757) 471-7007
Address:	1480 Drawbridge Cir	Fax:	(757) 471-8430
Address 2:	Virginia Beach, VA 23453-2016	TTD/TTY:	711 National Voice Relay
Property Web Site	twincanal@burlingtoncapital.com	Manager Email	ewilson@burlingtoncapital.com

To Name of HOH

OSBORNE, SHANIDRA N and all other residents named on the lease and in possession of the premises shown below

Unit #

Address:

City, State, Zip:

TAKE NOTICE that according to the terms and conditions of your Lease Agreement dated 07/07/2025, and any subsequent amendments thereto by and between **Twin Canal Village**, Landlord, and **SHANIDRA OSBORNE**, Tenant[s], your Lease or Rental Agreement is hereby terminated and Landlord hereby requires and demands possession of the Premises. Failure to vacate your apartment premises on or before **03/01/2026** (30 days from the date of this notice) will result in legal action for possession of the premises, damages for holding over, and a request for attorney's fees and court costs. During the period between the dates of the Notice of Termination and the effective date of this termination, all rental payments made by you will be accepted with reservation and will not affect the termination of the tenancy as provided herein.

The termination of your Lease or Rental Agreement is necessitated by the fact that you committed a non-remediable violation of the terms of your Lease or Rental Agreement, that is a threat to health and safety. The violation(s) are listed as follows:

☒ On or about the date of 06/26/2025, around the time of 3:15pm, the following occurred: Marquis Grant, your banned guest, started a fire in your previous apartment, 3804 Keelboat Circle#203, Virginia Beach, VA. 23453. We have written documentation from you acknowledging that you allowed Marquis Grant to visit your home. We also have documentation that you were previously notified that Marquis Grant was banned from Twin Canal Village Apartments.

The term(s) violated, to include Paragraph or Section:

☒ The HUD Model Lease **13. General Restrictions: The Tenant agrees not to: c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds**

☒ Zero Tolerance Policy: **Zero Tolerance Policy: Management will not tolerate the violation of any provisions of the Affordable Resident Handbook/House Rules/Rules and Regulations, Lease Agreement and/or Virginia Landlord Tenant Act including but not limited to the following: Criminal Activity;**

Important Disclosures

You may contact 2-1-1 Virginia to determine the availability of any rental assistance resources by visiting: <https://211virginia.org> or calling 211.

You are notified that for free legal assistance to low-income people, you may contact the Legal Aid Office for your jurisdiction or the statewide office at Central Virginia Legal Aid Society, 101 West Broad Street, Richmond, VA 23220, Phone: (804) 648-1012, or statewide Legal Aid at 1-866-534-5243 and <https://vlas.org/contact-us/>, or <https://www.valegalaid.org/find-legal-help>



Notice Termination of Tenancy Material Lease Violation

Residents or guests carrying or possessing a weapon on property as described in the No Weapons on Property Agreement- Attachment to Affordable Resident Handbook/House Rules/Community Rules and Regulations- #3; Unauthorized or illegal use of the unit; Threatening statements against any person, including management personnel and other residents; Damage or destruction of property; Improper conduct of self, family members, guests and invitees on the premises (whether known by the resident or not); Violations that compromise the health and safety of others; Use of intoxicating beverages in public; Contraband

☒ No Drugs or Weapons Policy (this applies if the violation is drug or weapon related): **No Drugs or Weapons Policy: 1. Residents, occupants and their guests/invitees agree to ensure that they have a home environment that is free from the manufacture, use, possession, sale, distribution, dispensation and storage of drugs and weapons; 2. No person, including residents, occupants, and their guests/invitees may possess or carry, whether openly or concealed any guns, rifles, pistols, or firearms or any type, stun guns, air rifles, air pistols, airsoft guns, salt guns, slingshots, blackjacks, metallic knuckles, fireworks, loaded canes, Bowie knives, dirks, switchblade razor knives, razor blades (except for personal shaving), daggers, knives or any sharp or pointed edge instruments (except instructional supplies, un-altered nail files and clippers and tools used solely for the preparation of food, instruction, and maintenance of the premises by apartment staff; 3. Residents, occupants and their guests/invitees shall NOT: (a) Manufacture, use, possess, sell, distribute, dispense or store for any purpose any drug or weapon on or about or the complex or (b) Attempt, endeavor, or conspire to manufacture, use, possess, sell, distribute, dispense or store for any purpose, any drug or weapon on or about the apartment or the complex or permit any such activity within the apartment.**

In accordance with Virginia Code § 55.1-1227-A:12 (Effective October 1, 2019) Tenant to maintain dwelling unit: In addition to the provisions of the rental agreement, the tenant shall be responsible for his conduct and the conduct of other persons, whether known by the tenant or not, who are on the premises with his consent, to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed; and in accordance with § 55.1-1227-A:13, abide by all reasonable rules and regulations imposed by the landlord.

In accordance with Virginia Code § 55.1-1245.C (Effective October 1, 2019) Noncompliance with rental agreement: Notwithstanding anything to the contrary, when a breach of the tenant's obligations under this chapter or the rental agreement involves or constitutes criminal or a willful act that is not remediable and that poses a threat to health or safety, the landlord may terminate the rental agreement immediately and proceed to obtain possession of the premises. For the purpose of the subsection, any activity that involves or constitutes a criminal or willful act that poses a threat to health and safety, by the tenant, an authorized occupant, or a guest or invitee of the tenant shall constitute an immediate nonremedial violation for which the landlord may proceed to terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may arise out of the same actions.

In accordance with your lease agreement, **13.c. General Restrictions:** The Tenant agrees not to engage in or permit unlawful activities in the unit, in the common areas or on the project grounds.

In accordance with your lease agreement, **23.c. Termination of Tenancy:** The Landlord may terminate the Agreement for the following reasons: 1. the Tenant's material noncompliance with the terms of the Agreement; 2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act; 3. drug related criminal activity engaged in or on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control; 4. determination made by the Landlord that a household member is illegally using a drug; 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the



Notice Termination of Tenancy Material Lease Violation

premises by other residents; 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control: a. that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or b. that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; 7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; 8. if the tenant is violating a condition of probation or parole under Federal or State law; 9. determination made by the Landlord that household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; 10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity; pursuant to 23.d, the term material noncompliance with the lease includes 1. one or more substantial violations of the lease; 2. repeated minor violations of the lease that a. disrupt the livability of the project, b. adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, c. interfere with the management of the project.

Although the applicable federal regulations do not require a pre-termination conference in order for the Landlord to be entitled to terminate your Lease Agreement, and notwithstanding the fact that you have had the opportunity of informal discussions relating to these enumerated violations with the Landlord already; if there are matters which you desire to raise in response to this NOTICE at such a conference, please be advised that:

1. You must file a written request for a conference to be received by the Resident Manager at the rental office, within 10 days from the date of the NOTICE, or by **02/09/2026** at 5:00 p.m.
2. You must file a written statement of your position, including but not limited to any defenses you feel you may have, to the matters contained in this NOTICE, to be received by the Resident Manager at the rental office within 10 days from the date of the NOTICE, or **02/09/2026** by 5:00 p.m.
3. Your failure to do both No. 1 and No. 2 within the prescribed time limits will result in your waiver of the right to avail yourself of the informal administrative procedure.
4. Although not required, you may be represented by legal counsel of your own choosing, and at your own expense. You may call any witness[es] to testify, or submit any evidence you feel appropriate, on your behalf. The conference will be informal and pertinent evidence will be received without regard to the normal rules of admissibility of evidence in judicial proceedings.
5. The conference will take place at the rental office and will be scheduled by the Management if you make the request as provided in this Notice. The conference will commence promptly on schedule, and any tardiness on your part may result in your partial or complete waiver of your opportunities pursuant to the grievance procedure.
6. The decision is not judicially binding on either Landlord or Tenant and neither party waives the right to proceed legally in the courts subsequent to the decision rendered under the administrative procedure.

During the period between the date of the Notice of Termination and the effective date of this termination, all rental payments made by you will be accepted with reservation and will not affect the termination of the tenancy as provided herein.

If you desire to discuss the matters contained in this NOTICE, or the informal procedures available to



Notice Termination of Tenancy
Material Lease Violation

you, please feel free to contact the Resident Manager during the normal business hours as posted, in person at the rental office, or by telephone at (757) 471-7007.

Your prompt attention to this matter is both necessary and appreciated.

By Elizabeth Wilson

Authorized Representative/Agent for the Owner

I hereby certify that this notice was ☒ mailed and ☐ hand delivered to SHANIDRA OSBORNE (resident/s) named above OR that I posted it ☒ on the front door of the rented premises after being unable to personally deliver or serve the notice on this the 30th day of January 2026.

Elizabeth Wilson

Name of person serving the notice

Attachment: HUD 5380 Notice of Protections Under VAWA & HUD 5382 VAWA Certification (upon 1st like notice)



Burlington Capital Properties, LLC and Twin Canal Village do not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24CFR, part 8 dated June 2, 1988),

Director of Affordable Housing
Burlington Capital Properties, LLC

1004 Famam Street, Suite 400
Omaha, NE 68102

Voice - 402-444-1630

Virginia Relay Service 1-800-828-1120 (TDD) or 1-800-828-1140 (voice) for hearing-impaired inquiries



CASE NO. CV 2026-100
Burlington Capital Properties
PLAINTIFF(S) NAME(S) (LAST, FIRST, MIDDLE)
1/2 TOWN CANAL ASSOCIATES, LP
ADDRESS
1480 DRAWBRIDGE LANE
VA BEACH, VA 23833 757-471-4007
TELEPHONE NUMBER
DISBORNE, SHANIDRA N.
DEFENDANT(S) NAME(S) (LAST, FIRST, MIDDLE)
ADDRESS
TELEPHONE NUMBER

☐ Redemption tender presented; continued to:
HEARING DATE AND TIME
☐ Defendant must pay: \$
RENT OWED into the court to be held in escrow by
DATE
and any rents coming due prior to the next hearing date must also be paid into the court.

JUDGE'S INITIALS
MONEY JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION
DATE
CLERK
*This case shall be expunged 30 days after dismissal or 90 months after nonsuit, if an order of possession was not entered, pursuant to Va. Code § 8.01-130.01.

CITY OR COUNCIL Virginia Beach
STREET ADDRESS OF COURT 2425 Nimmo Parkway
CITY OR COUNCIL VA BEACH, VA 23856
TO ANY AUTHORIZED OFFICER: Summons the Defendant(s) as provided in VIRGINIA BEACH TO THE DEFENDANT(S): You need to come to this Court on GENERAL DISTRICT COURT to answer this civil claim for eviction.
DATE ISSUED 3-3-2026
RETURN DATE AND TIME MAR 03 2026
DATE
[] CLERK [] DEPUTY CLERK [] MAGISTRATE

TO DEFENDANT: You are not required to come to court; however, if you do not come to court, judgment may be entered against you and you may be evicted. See information on the reverse about your right to prevent this unlawful detainer action by paying the money owed.
☒ If you disagree with this case, you must come to court on the RETURN DATE to try this case.
☐ If you disagree with this case, you must come to court on the RETURN DATE for the judge to set another date for the trial.
If you do not come to court and a judgment is entered against you, a writ of eviction may be issued immediately to give possession of the property to the Plaintiff.
Bill of Particulars ordered
DUE DATE
Grounds of Defense ordered
DUE DATE
ATTORNEY FOR PLAINTIFF(S)
TELEPHONE NUMBER
ATTORNEY FOR DEFENDANT(S)
TELEPHONE NUMBER

DISABILITY ACCOMMODATIONS for loss of vision, hearing, mobility, etc. Contact the court ahead of time.

COMMONWEALTH OF VIRGINIA
CITY OR COUNCIL Virginia Beach
STREET ADDRESS OF COURT 2425 Nimmo Parkway
CITY OR COUNCIL VA BEACH, VA 23856
TO ANY AUTHORIZED OFFICER: Summons the Defendant(s) as provided in VIRGINIA BEACH TO THE DEFENDANT(S): You need to come to this Court on GENERAL DISTRICT COURT to answer this civil claim for eviction.
DATE ISSUED 3-3-2026
RETURN DATE AND TIME MAR 03 2026
DATE
[] CLERK [] DEPUTY CLERK [] MAGISTRATE

CLAIM AND AFFIDAVIT: Defendant(s) unlawfully detains and withholds from Plaintiff(s) the property (evicted) because of:
ADDRESS/DESCRIPTION OF DETAINED PROPERTY
and Defendant should be removed from possession of the property (evicted) because of:
[] unpaid rent [X] LEASE VIOLATION
Plaintiff states that rent is due and not paid and damages have been incurred as follows:
\$ 6400 damages for with interest 6 1/2 % DOES
and \$ 6400 costs and \$ 6400 civil recovery and \$ 6400 attorney's fees.
[X] Plaintiff asks for judgment for all amounts due as of the hearing date. [] If Defendant makes no payments before that date, the approximate amount Defendant may owe on that date will be \$ 6400.
[] This summons is filed to end a tenancy not governed by the Virginia Residential Landlord and Tenant Act, § 55.1-1200 et seq. of the Code of Virginia.
All required notices have been given. I state under penalty of perjury that the foregoing is true and correct.
[] PLAINTIFF(S) [] PLAINTIFF'S ATTORNEY (NAME) [X] PLAINTIFF'S AGENT (NAME) SHANIDRA N. DISBORNE
DATE 3-3-2026

CASE DISPOSITION
[] JUDGMENT that Plaintiff(s) recover against
[] possession of the premises described above pursuant to § 8.01-128.
[] A hearing will be held on 3-3-2026 to decide final rent and damages.
[] Immediate writ of eviction [] ordered pursuant to Va. Code § 8.01-129 upon request of Plaintiff.
[] granted pursuant to Va. Code § 55.1-1250(B).
DEFENDANT(S) PRESENT? [] YES [] NO
DATE
[] Rent, in the sum of \$ 6400 and \$ 6400 damages with interest 6 1/2 % and late fee 6400 and \$ 6400 attorney's fees
[] and \$ 6400 costs for Servicemembers Civil Relief Act counsel fees.
HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] NO [] CANNOT BE DEMANDED
[] JUDGMENT FOR [] NAMED DEFENDANT(S) [] costs and \$ 6400 attorney fees
awarded to Defendant(s)
[] NON-SUIT * [] DISMISSED * DEFENDANT(S) PRESENT? [] YES [] NO
DATE 3-3-2026 JUDGE DC 421X FRONT 10/24 (A252573 01/25)

DB26084063-064



N.D. "Rocky" Holcomb
 Sheriff and High Constable
 2501 James Madison Boulevard
 Virginia Beach, VA 23456-9073

508



0945

NOTICE TO VACATE/INTENT TO EXECUTE WRIT OF POSSESSION

RE: Twin Canal Associates vs. Osborne, Shanidra N.
[REDACTED]
[REDACTED]

Take notice that pursuant to Section §8.01-470 of the Code of Virginia, as amended, **you must vacate the premises as ordered by the court.** Eviction proceedings have been scheduled to take place on 4/15/26, between the hours of 0900-1400.

4/6/26 0758 KCnrl

Deputy for N.D. "Rocky" Holcomb, Sheriff and High Constable

TO THE TENANT: You are entitled to certain rights. The code relating to your rights is listed below. You are strongly urged to seek the advice of an attorney.

§§ 55.1-1416, § 55.1-1255 *Authority of sheriffs to store and sell personal property removed from premises; recovery of possession by owner; disposition or sale.*

Notwithstanding the provisions of § 8.01-156, when personal property is removed from any leased or rented commercial or residential premises pursuant to an action of unlawful detainer or ejectment, or pursuant to any other action in which personal property is removed from the premises in order to restore such premises to the person entitled thereto, the sheriff shall oversee the removal of such personal property to be placed into the public way. The tenant shall have the right to remove his personal property from the public way during the 24-hour period after eviction. Upon the expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property remaining in the public way.

At the landlord's request, any personal property removed pursuant to this section shall be placed into a storage area designated by the landlord, which may be the leased or rented premises. The tenant shall have the right to remove his personal property from the landlord's designated storage area at reasonable times during the 24 hours after eviction from the premises or at such other reasonable times until the landlord has disposed of the property as provided herein. During that 24-hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not have any liability for the loss of such personal property. **If the landlord fails to allow reasonable access to the tenant to remove his personal property as provided herein, the tenant shall have a right to injunctive relief and such other relief as may be provided by law.**

Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord receives any funds from any sale of such remaining property, the landlord shall pay such funds to the account of the tenant and apply same to any amounts due the landlord by the tenant, including the reasonable costs incurred by the landlord in the eviction process described in this section or the reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining after application, the remaining funds shall be treated as security deposit under applicable law. The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470, shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the notice a copy of this statute attached to, or made a part of, this notice.

White - Defendant

Canary - Sheriff/High Constable

Pink - Plaintiff

COMMONWEALTH OF VIRGINIA
Norfolk General District Court
Case No: GV26006766-00
Shanidra Osborne
[REDACTED]

FILED
VIRGINIA BEACH
GENERAL DISTRICT COURT

APR 08 2026

BY [Signature] DC

v.

Burlington Capital Properties

MOTION TO REOPEN / SET ASIDE JUDGMENT

Comes now the Defendant, Shanidra Osborne, and respectfully moves this Court to reopen and/or

set aside any judgment entered on March 24, 2026.

1. The Defendant did not willfully fail to appear and respectfully apologizes to the Court for missing

the hearing date.

2. The Defendant did not receive proper or timely notice of the eviction proceedings, as notice was

not received until April 6, 2026.

3. The Defendant has a meritorious defense, including payment of all required court-related fees in

full and on time.

4. Additional concerns exist regarding retaliatory conduct and inconsistent reasoning provided by

property management.

WHEREFORE, Defendant respectfully requests this Court reopen the case and allow the matter to

be heard on its merits.

Shanidra Osborne

Signature _____

FILED
VIRGINIA BEACH
GENERAL DISTRICT COURT

APR 08 2026

I, Shanidra Osborne, being duly sworn, state the following:

I am a tenant and the respondent in this matter. I am submitting this affidavit based on my personal knowledge and in support of my position regarding the eviction proceedings filed against me.

I would first like to respectfully acknowledge and apologize to the Court for my failure to appear at the scheduled hearing on March 24, 2026. It was never my intention to disregard or disrespect the authority of the Court. I take these proceedings very seriously. My absence was not due to neglect, but rather the result of overwhelming personal and family circumstances that I was navigating at the time. I sincerely regret any inconvenience my absence may have caused and respectfully ask the Court for understanding as I present the facts of my situation.

I have made consistent efforts to fulfill my obligations under my lease agreement, including maintaining payments and complying with the terms of my tenancy. At all times, I have acted in good faith.

I further state that the eviction action taken against me raises serious concerns regarding retaliation and improper notice.

The eviction was officially filed on March 24, 2026. However, I was not provided with any notice of this eviction until April 6, 2026. Upon receiving the notice, I was then instructed to vacate the premises by April 15, 2026. This timeline provided me with an extremely limited and unreasonable period to respond, prepare, or seek appropriate legal remedies.

The delay between the filing date and the date I received notice, combined with the short timeframe to vacate, raises concerns about the fairness and legality of the process. This sequence of events appears irregular and suggests potential retaliatory conduct.

On April 6, 2026, I went to the rental office to seek clarification regarding the eviction notice. During that conversation, Ms. Elizabeth Wilson, who is part of the property management, informed me that I was being evicted because my residence had previously been set on fire by my child's father. She further stated that I was not protected under the Violence Against Women Act.

This statement was made without providing any documentation, written notice, or supporting evidence. Additionally, no such reason was listed on any notices or forms that were sent to my address.

I state that this reasoning is not accurate, not relevant to the matter at hand, and contradicts my understanding of my rights. The eviction action stems from an unlawful detainer related to a court fee, which I paid in full and within the required time.

Furthermore, I was under the understanding that I am protected under laws relating to victims of domestic violence, and the statements made to me dismissing those protections were unsupported and concerning.

Additionally, I am the mother of a two-year-old son who has autism. This is a critical factor that must be considered. The stress and instability caused by this sudden eviction have a direct and significant impact on his health, development, and overall well-being. Maintaining stable housing is essential for his care, routine, and necessary support.

I have made consistent efforts to act in good faith, comply with my obligations, and maintain my tenancy. At no point have I acted with intent to violate my lease or create grounds for eviction. The actions taken against me have caused undue hardship and emotional distress, especially given my responsibilities as a parent of a child with special needs.

I respectfully request that the Court carefully review the timing, notice procedures, the stated and unstated reasons for eviction, and the surrounding circumstances, and consider whether these actions constitute retaliation or violations of my rights as a tenant.

□

AFFIRMATION

I declare under penalty of perjury under the laws of the Commonwealth of Virginia that the foregoing is true and correct.

Executed on this 8th day of April, 2026.

Shanidra Osborne

Signature

A handwritten signature in cursive script, appearing to read 'Shanidra Osborne', is written over a horizontal line.

LEGAL AID SOCIETY OF EASTERN VIRGINIA

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FROM THE DESK OF:
Meghan K. Fernandez
Staff Attorney
MeghanF@laseva.org

April 27, 2026

Via Email Only to manoli@loupassilaw.com

G. Manoli Loupassi, Esq.
The Law Office of G. Manoli Loupassi, LLC
6002 West Broad Street, Suite 200
Richmond, VA 23230

**Re: Burlington Capital Properties t/a Twin Canal Associates, L.P. v. Osborne, Shanidra
Case No.: GV26006766-00**

Dear Mr. Loupassi:

Legal Aid Society of Eastern Virginia represents Shanidra Osborne ("Ms. Osborne") in the above-referenced matter. Ms. Osborne filed a motion to stay the eviction and a motion for new trial in the above-referenced matter, and a hearing on her motion for new trial is set to be heard on April 28, 2026. Ms. Osborne disputes that the alleged conduct constitutes a lease violation that is grounds for terminating her lease. Ms. Osborne is a victim of dating violence as defined by 34 U.S.C. § 12291 of the Violence Against Women Act ("VAWA") and 24 C.F.R. § 5.2003.

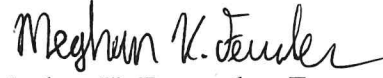
At the hearing on Ms. Osborne's motion to stay the eviction, Elizabeth Wilson ("Ms. Wilson"), representative for Twin Canal Associates ("Twin Canal") testified that the alleged lease violation was a fire that occurred in the unit caused by Marquis Grant ("Mr. Grant"), the father of Ms. Osborne's child. Ms. Wilson also testified that Mr. Grant had been banned from the property.

Under federal law, "a tenant assisted under a covered housing program may not be . . . terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the . . . tenant is or has been a victim of . . . dating violence." 24 C.F.R. § 5.2005(b)(1). Covered housing program includes the Section 8 Moderate Rehabilitation Programs. § 5.2003. Further, "[a]n incident of actual or threatened . . . dating violence . . . shall not be construed as a serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident." § 5.2005(c)(1).

Twin Canal is a covered housing program as it is a federally subsidized property – specifically, a Section 8 New Construction Project-Based Rental Assistance ("PBRA") property. Accordingly, the VAWA protections apply to Ms. Osborne who is a tenant at this property. The incident that Ms. Wilson referenced as the basis for terminating Ms. Osborne's lease was an act of dating violence perpetrated by Mr. Grant against Ms. Osborne. Ms. Osborne did not receive notice that Mr. Grant was banned from the property and disputes that Mr. Grant had been banned from the property. To the extent it is alleged that Mr. Grant was banned from the property, Ms. Osborne was afraid to ask Mr. Grant to leave.

This lease termination notice and subsequent unlawful detainer action violates Ms. Osborne's rights under VAWA. Accordingly, the judgment entered against Ms. Osborne on March 24, 2026 should be vacated and any lease termination notice issued about the aforementioned incident should be rescinded.

Respectfully,

A handwritten signature in black ink, appearing to read "Meghan K. Fernandez". The signature is fluid and cursive, with the first name "Meghan" being more prominent.

Meghan K. Fernandez, Esq.

Settlement

4-28-26

Burlington Capitol plaintiff

v.

GV 26 006766-00

Shanindra Osborne defendant

For good and valuable consideration, the parties agree as follows:

1. The case is reopened until July 28, 2026 8:30 am.
2. The defendant will vacate and turn in the keys to her unit by July 27, 2026 at 4:00 pm.
3. The plaintiff will dismiss the case on July 28, 2026 at 8:30 am, if so vacated, as stated in paragraph 2.
4. The plaintiff agrees to give the defendant a neutral reference.
5. If the apartment is not vacated, then the defendant agrees to confess judgement for possession of July 28, 2026, agrees to the issuance of an immediate writ of eviction, and waives her right to appeal the judgement so entered.
6. All other terms of the Lease remain in effect.

Date: 4-28-26

Elizabeth Wilson
Elizabeth Wilson, manager

G. M. Loupassi
counsel for P

Shanindra Osborne, defendant
Meghan Fernandez
Meghan Fernandez
Counsel for A