

**UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF ADMINISTRATIVE LAW JUDGES**

\_\_\_\_\_  
The Secretary, United States Department of  
Housing and Urban Development,  
on behalf of \_\_\_\_\_  
Complainants \_\_\_\_\_  
\_\_\_\_\_ )  
Charging Party, )  
v. )  
Dardania Properties, LLC and Hamid Nezaj, )  
Respondents. )  
\_\_\_\_\_ )

ALJ No.: \_\_\_\_\_

**FHEO No. 02-13-0349-8**

**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On or about April 25, 2013, Complainant \_\_\_\_\_ filed a complaint with the United States Department of Housing and Urban Development (“HUD”), alleging that Respondent Dardania Properties, LLC (“Dardania”) and Respondent Hamid Nezaj (collectively “Respondents”) discriminated against her and her mother \_\_\_\_\_ on the basis of their disabilities and national origin, and retaliated against her mother and significant other \_\_\_\_\_ in violation of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.* (“Act”). On June 4, 2013, the complaint was amended to add \_\_\_\_\_ as a Complainant. On July 12, 2013, the complaint was amended to add \_\_\_\_\_ as a Complainant.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination (“Charge”) on behalf of aggrieved persons following an investigation and determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. § 3610(g) (2). The Secretary has delegated to the General Counsel (24 C.F.R. §§ 103.400 and 103.405), who has re-delegated to Regional Counsel, the authority to issue such a Charge following a determination of reasonable cause. 76 Fed. Reg. 42462, 42465 (July 18, 2011).

The Director of the Office of Fair Housing and Equal Opportunity (“FHEO”) for the New York/New Jersey Region, on behalf of the Assistant Secretary for FHEO, has authorized this Charge because he has determined after investigation that reasonable cause exists to believe that

a discriminatory housing practice has occurred. 42 U.S.C. § 3610(g)(2).

## II. SUMMARY AND FINDINGS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the above-mentioned complaints and the Determination of Reasonable Cause and No Reasonable Cause,<sup>1</sup> Respondents Dardania and Nezaj are charged with violating the Act as follows:

### A. LEGAL AUTHORITY

1. It is unlawful to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability<sup>2</sup> of that person and/or any person associated with a person with a disability. 42 U.S.C. §§ 3604(f)(1)(A), (C); 24 C.F.R. § 100.202(a).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of that person and/or any person associated with a person with a disability. 42 U.S.C. §§ 3604(f)(2)(A), (C); 24 C.F.R. § 100.202(b).
3. For purposes of 42 U.S.C. § 3604(f)(1) and (2), discrimination includes the refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a).

### B. PARTIES AND SUBJECT PROPERTY

1. Complainant [REDACTED] is a person with a psychiatric disability that substantially limits her ability to sleep, interact with others, and perform tasks related to daily living. Complainant [REDACTED] is an individual with a disability, as defined by the Act. 42 U.S.C. § 3602(h).
2. Complainant [REDACTED] is a person with a physical disability that substantially limits her ability to walk, bend, lift and maintain balance. Complainant [REDACTED] is an individual with a disability, as defined by the Act. 42 U.S.C. § 3602(h).
3. At all times relevant to this Charge, Complainant [REDACTED] was Complainant [REDACTED] significant other and lived with her at the subject property.

<sup>1</sup> In the Determination, HUD concluded there was no reasonable cause to believe Respondents violated Sections 804(b) or 818 of the Act.

<sup>2</sup> The term disability is used herein in place of, and has the same meaning as, the term "handicap" in the Act and its implementing regulations.

4. At all times relevant to this Charge, Respondent Dardania owned and operated the apartment building located at [REDACTED] Bronx, NY ("subject property"). The business address of Respondent Dardania is [REDACTED] Bronx, New York.
5. At all times relevant to this Charge, Respondent Nezaj has been the sole member and owner of Respondent Dardania. Respondent Nezaj manages the subject property, and determines and implements rental policy for the subject property.
6. The subject property is a dwelling within the meaning of the Act. 42 U.S.C. § 3602(b).
7. Complainants are aggrieved persons as defined by the Act, 42 U.S.C. § 3602(i), and have suffered damages as a result of Respondents' conduct.

C. FACTUAL ALLEGATIONS IN SUPPORT OF CHARGE

8. Respondents maintain a policy prohibiting dogs and other pets in the subject property. The policy is incorporated within Complainant [REDACTED] lease agreement.
9. Lucky Nezaj is an agent or employee of Respondent Dardania who assists with the management and operation of the building. Among his duties are completing repairs, enforcing building rules, issuing rent envelopes to tenants, receiving complaints from tenants, and attempting to resolve the tenant complaints.
10. In September 2012, Complainants [REDACTED] asked Lucky Nezaj for permission to obtain a dog to help with her and her mother's disabilities (the "First Reasonable Accommodation Request"). Lucky Nezaj gave Complainant [REDACTED] permission, noting there are "so many dogs in the building it's not a big deal." Complainant [REDACTED] offered to provide a doctor's note in support of her request, but Lucky Nezaj told her that she did not need to provide a note.
11. Prior to purchasing the dog from a breeder, Complainant [REDACTED] researched reputable breeders to find a dog that could function as both a service animal for her mother and an emotional support animal for her. As a result of this research, she found a kennel that had dogs available that would meet her needs.
12. Based on the conversation with Lucky Nezaj and Complainant [REDACTED] research, on September 28, 2012, Complainants [REDACTED] purchased a German Shepherd they named Lenox.
13. Lenox was trained as a service dog by Iron Horse Therapeutic RC, Inc. to retrieve basic items in the home for Complainant [REDACTED]. Lenox assists Complainant [REDACTED] with her mobility impairment by retrieving her keys, slippers and purse.

14. On November 26, 2012, Respondent Nezaj informed Complainant [REDACTED] that she was in violation of her lease for harboring a dog and instructed her to "remove the dog immediately."
15. In a written response to Respondents, dated December 26, 2012, and sent certified mail, return receipt requested, Complainant [REDACTED] informed Respondent Nezaj that in September 2012, she asked his son [REDACTED] Nezaj for permission "to get a dog for disability reasons for my household" and told him that she could provide a doctor's note. She explained that his son told her that she did not need to provide a doctor's note. Notwithstanding the fact that she had obtained permission from Lucky Nezaj prior to obtaining Lenox, Complainant [REDACTED] again requested the accommodation to keep Lenox (the "Second Reasonable Accommodation Request").
16. In a second letter to Respondents, dated December 28, 2012, and sent certified mail, return receipt requested, Complainant [REDACTED] again requested that Respondents make an exception to its "no pet" policy to permit her and her mother to keep Lenox as a service dog (the "Third Reasonable Accommodation Request"). The Third Reasonable Accommodation Request informed Respondents that Complainant [REDACTED] has a mental disability, that Complainant [REDACTED] has a physical disability, and that Lenox is a "certified service dog."
17. The Third Reasonable Accommodation Request was accompanied by a "Service Dog Certification" issued by Iron Horse Therapeutic RC, Inc. acknowledging that Lenox had been trained and possessed the skills and passing scores to satisfy the criteria set by Iron Horse Therapeutic RC, Inc. to be certified as a service dog. Complainant [REDACTED] offered to provide Respondents with additional documentation, if necessary.
18. According to the return receipts, Respondent Nezaj received and signed for the Second and Third Reasonable Accommodation Requests.
19. On January 28, 2013, Complainant [REDACTED] wrote another letter to Respondents in which she once again offered to provide documentation to support her request to keep Lenox: "I have provided you with the proper documentation that he is a service dog helping two disabled people in my household. And [p]lease if you need any more documentation let me know and I would be more than glad to provide it to you."
20. Respondents ignored the Second and Third Reasonable Accommodation Requests, choosing instead to initiate eviction procedures with the issue of a "10 Day Notice to Cure," which Respondents served by mail on March 9, 2013. Complainant [REDACTED] received the Notice to Cure on March 14, 2013. The Notice to Cure demanded that Complainants remove Lenox from the premises before March 19, 2013.
21. On March 18, 2013, Complainant [REDACTED] responded to the Notice to Cure by sending a letter to Respondents' counsel. She stated, in relevant part, that, "I sent a certified letter to [Respondent Nezaj] requesting him [sic] that I be allowed to accommodate my service dog for my house hold disabilities. I offered medical documentation to provide proof to

- his office but I never received a response from his office.” Complainant ██████ concluded her letter by once again pleading, “I would appreciate reasonable accommodations for my service animal” (the “Fourth Reasonable Accommodation Request”).
22. Respondents then served Complainants with a “10 Day Notice of Termination” on March 30, 2013. The Notice of Termination required that Complainants vacate their apartment by April 16, 2013.
  23. A Notice of Petition Holdover dated April 17, 2013, notified Complainants of an eviction hearing at the Bronx County Housing Court on May 3, 2013. The matter has been adjourned, most recently to December 3, 2013.
  24. On April 29, 2013, in conjunction with the eviction proceeding, Complainant ██████ provided Respondents’ counsel with copies of documents related to her request for an accommodation: (a) a copy of the “Service Dog Certification” issued by Iron Horse Therapeutic RC, Inc., which, as stated above, acknowledged that Lenox had been trained and possessed the skills and passing scores to satisfy the criteria set by Iron Horse Therapeutic RC, Inc. to be certified as a “service dog;” (b) an undated note from Dr. ██████ or Complainant ██████, which states that she “requires pet for emotional support;” (c) a note from Dr. ██████ for Complainant ██████ dated November 27, 2012, which states that she has “severe osteoarthritis of right knee requiring assistance;” and (d) a letter dated January 11, 2013, from the New York City Department of Health and Mental Hygiene verifying that Lenox is registered as a “service dog.” The City’s letter also noted that the Service Dog Tag is “fee-exempt” because the dog is “assisting persons with a disability.”
  25. During the parties’ appearance in Housing Court on July 24, 2013, Respondents’ counsel’s only request for information was that Complainant ██████ provide his office with the pedigree of her service animal.
  26. On July 31, 2013, at the request of Housing Court Judge Stroth that the parties communicate in an attempt to settle the case before the next hearing date, Complainant ██████ provided Respondent Nezaj with a copy of a certificate of pedigree issued by the American Kennel Club certifying that Lenox is a German Shepherd, which she had also provided to his counsel. Although no other documents had been requested by Respondents, Complainant ██████ also provided Respondent Nezaj with the following documents related to her request for an accommodation: (a) a note from Dr. ██████ for Complainant ██████ dated July 13, 2013, which states that she “needs an animal for emotional support for depression;” (b) a note from Dr. ██████ for Complainant ██████ dated May 10, 2013, which states that she has severe osteoarthritis and “needs [a] service dog to help her for daily life;” and (c) a copy of the documents she sent to Respondents’ counsel on April 29, 2013, discussed above.
  27. In July 2013, Complainant ██████ began seeing psychologist Dr. ██████. During HUD’s investigation of this case, Dr. ██████ addressed Complainant ██████ disability

and recommended an emotional support animal. Dr. [REDACTED] also noted that Complainant [REDACTED] had reported an improvement in her mood since acquiring Lenox and that "this impact supports overall life functioning."

28. In or about August 2013, Complainant [REDACTED] began to see a second psychologist, Dr. [REDACTED]. During HUD's investigation of this case, Dr. [REDACTED] also recommended an emotional support animal for Complainant [REDACTED] because she reported Lenox made her feel "less anxious and depressed and less frightened."
29. Respondents withdrew the permission initially given to Complainants [REDACTED] to get a dog and denied the First Reasonable Accommodation Request by instructing Complainant [REDACTED] to remove Lenox from the apartment. Respondents never responded to the Second, Third or Fourth Accommodation Requests. Instead, Respondents continue to pursue the eviction of Complainants from their home in the proceeding pending before the Bronx County Housing Court.
30. As a result of Respondents' conduct, Complainants have suffered actual damages, including out-of-pocket expenses, inconvenience, and emotional distress.

#### D. LEGAL ALLEGATIONS

1. As described in paragraphs 8 through 30 above, Respondents violated the Act when they caused Complainants [REDACTED] to fear that their home will be made unavailable to them by pursuing their eviction rather than granting a request for a reasonable accommodation when such accommodation was necessary to afford Complainants [REDACTED] an equal opportunity to use and enjoy their dwelling. 42 U.S.C. §§ 3604(f)(1)(A), (C), and (f)(3)(B); 24 C.F.R. §§ 100.202(a) and 100.204(a).
2. As described in paragraphs 8 through 30 above, Respondents violated the Act by imposing discriminatory terms, conditions, or privileges upon Complainants' rental of a dwelling based on disability when they refused to grant a request for a reasonable accommodation when such accommodation was necessary to afford Complainant [REDACTED] and Complainant [REDACTED] an equal opportunity to use and enjoy their dwelling. 42 U.S.C. §§ 3604(f)(2)(A), (C) and (f)(3)(B); 24 C.F.R. §§ 100.202(b) and 100.204(a).

#### III. CONCLUSION

**WHEREFORE**, the Secretary of HUD, through the office of the General Counsel, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents Dardania and Nezaj with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(f)(1), 3604(f)(2) and 3604(f)(3)(B), and prays that an order be issued that:

1. Declares that the discriminatory housing practices of Respondents as set forth above violate the Act, as amended, 42 U.S.C. §§ 3601 *et seq.*;

2. Enjoins Respondents, their agents, officers, employees, and successors, and all other persons in active concert or participation with them, from discriminating because of disability status against any person in any aspect of the sale, rental, use, or enjoyment of a dwelling;
3. Mandates that Respondents, their agents, officers, employees, and successors, and all other persons in active concert or participation with them, take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;
4. Awards such monetary damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainants for damages caused by Respondents' discriminatory conduct;
5. Awards a civil penalty of \$16,000 against Respondents for each violation of the Act pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
6. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

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Date: December 2, 2013