

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARING AND APPEALS

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| Secretary, United States Department |) | |
| of Housing and Urban Development, |) | |
| on behalf of Complainants [REDACTED] |) | HUD OHA No. |
| and [REDACTED] |) | |
| |) | |
| Charging Party, |) | FHEO Nos. 05-14-0855-8 |
| |) | |
| v. |) | |
| |) | |
| Page Edmunds III , |) | |
| and Page Edmunds LLC d/b/a Renter's Avenue, |) | |
| |) | |
| Respondents. |) | |
| |) | |
| |) | |
| |) | |

CHARGE OF DISCRIMINATION

I. JURISDICTION

Complainant [REDACTED] timely filed a complaint with the U.S. Department of Housing and Urban Development (the "Department" or "HUD") on May 2, 2014, alleging that Respondent Page Edmunds LLC d/b/a Renter's Avenue, discriminated against him on the basis of race in violation of the Fair Housing Act ("the Act"), as amended, 42 U.S.C. Sections 3601-3619. The complaint was amended on July 8, 2014, to add [REDACTED] as a Complainant, Page Edmunds III as a Respondent, national origin as a basis of discrimination and to add two aggrieved persons. Again, on August 21, 2014, the complaint was amended to add a retaliation claim.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination on behalf of an aggrieved person following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. §§ 3610(g)(1), (2). The Secretary has delegated to the General Counsel, who has redelegated to the Regional Counsel, the authority to issue such a Charge following a determination of reasonable cause by the Assistant Secretary for Fair Housing and Equal Opportunity or his or her designee. 24 C.F.R. §§ 103.400, 103.405; 76 Fed. Reg. 42,463, 42,465 (July 18, 2011).

The Regional Director of the Office of Fair Housing and Equal Opportunity for Region V has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred in this case, and he has authorized the issuance of this Charge of Discrimination. 42 U.S.C. § 3610(g)(2).

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based upon HUD's investigation of the allegations contained in the aforementioned complaint and the findings contained in the attached Determination of Reasonable Cause, the Secretary charges Respondents Page Edmunds III and Page Edmunds LLC, d/b/a Renters Avenue, with violating the Act as follows:

A. LEGAL AUTHORITY

1. It is unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. § 3604(a).
2. It is unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, "handicap," familial status, or national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c).
3. It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806 of this title. 42 U.S.C. § 3617.
4. Pursuant to the Act, an "aggrieved person" includes any person who claims to have been injured by a discriminatory housing practice. 42 U.S.C. § 3602(i); 24 C.F.R. § 100.20.

B. PARTIES AND SUBJECT PROPERTY

5. Complainants [REDACTED] and his mother, [REDACTED] are of Hmong descent. Hmong is an Asian ethnic group from the mountainous region of China, the Lao People's Democratic Republic, Vietnam and Thailand. Complainant [REDACTED] is from Thailand and Complainant [REDACTED] is from the Lao People's Democratic Republic. In early March 2014, Complainants began looking for an apartment to rent.
6. Complainant [REDACTED] half-sister and his daughter, both minors, also planned to reside with Complainants. Complainant's daughter and half-sister are also aggrieved persons under 42 U.S.C. § 3602(i). At the time, Complainant [REDACTED] half-sister and daughter were 15 and 8 years-old, respectively.
7. At all times relevant to this charge, Respondent Page Edmunds III ("Respondent Edmunds") was a realtor and a property manager. He managed residential rental properties for other property owners. On information and belief, he managed approximately 100 properties and has done so since at least October 2013. Respondent Page Edmunds LLC is the business entity under which Respondent Edmunds operates his

property management business. Respondent Edmunds is the primary member of Respondent Page Edmunds LLC. Respondent Page Edmunds LLC also operates under the assumed name "Renters Avenue."

8. At all times relevant to this Charge, the day-to-day management of Respondent Page Edmunds LLC was handled by Respondent Edmunds. On information and belief, Respondent Page Edmunds LLC employs no other persons and Respondent Edmunds responded to all rental inquiries, including those of Complainants in this case.
9. Respondent Edmunds owns a residential real estate property located at [REDACTED] [REDACTED] Champlin, Minnesota 55316 ("the subject property"). The subject property is a three bedroom townhouse.
10. The subject property constitutes a dwelling within the meaning of 42 U.S.C. § 3602(b). The subject property is not exempt from the Act.

C. FACTUAL ALLEGATIONS

11. On or about March 1, 2014, Complainant [REDACTED] viewed an advertisement on craigslist.org for the subject property. The advertisement listed the subject property as a three bedroom, 1300 square foot townhome renting for \$999.00 per month. The advertisement listed Renter's Avenue and www.rentersavenue.com as the licensed property manager.
12. The subject property was under lease until March 31, 2014 and available to rent on April 1, 2014.
13. On or about March 1, 2014, Complainant [REDACTED] sent an email expressing interest in the subject property. Shortly thereafter, a man who identified himself as "Page Edmunds" contacted him and they agreed to meet later that same day to view the subject property. On information and belief, the man with whom Complainant [REDACTED] corresponded was Respondent Edmunds.
14. On or about March 1, 2014, Complainants; Complainant [REDACTED] daughter; Complainant [REDACTED] sister; and two of his sister's friends visited the subject property, where they met with Respondent Edmunds. When asked by Respondent Edmunds who would reside at the subject property, Complainant [REDACTED] replied, himself, his mother, his fifteen year-old half-sister and his eight year-old daughter. On information and belief, Complainant [REDACTED] also provided this occupant information, in writing, on the rental application. He provided the occupant information again, in three subsequent emails to Respondent Edmunds.
15. At the showing on March 1, 2014, Complainants expressed interest in renting the subject property and Respondent Edmunds gave them an application to complete. Respondent Edmunds charged Complainants an \$80 application fee (\$40 for each adult applicant).

16. On March 1, 2014, Complainants filled out an application to rent the subject property and paid the \$80 rental application fee to Respondent Edmunds.
17. The next day, on or about March 2, 2014, Respondent Edmunds sent a text message to Complainant [REDACTED] cellular telephone, requesting that he obtain his and his mother's credit report using a free service from a website called "creditkarma.com." He advised that a screen shot of the report would be acceptable.
18. On March 2, 2014, Complainant [REDACTED] secured his credit report from creditkarma.com and submitted a screen shot to Respondent via text. His credit score was 725.
19. Complainant [REDACTED] attempted to pull credit reports for Complainant [REDACTED] but encountered problems obtaining his mother's credit report from creditkarma.com. Instead, he used a paid credit reporting service called "TransUnion."
20. On or about March 3, 2014, Complainant [REDACTED] submitted the TransUnion credit report of Complainant [REDACTED] to Respondents via email. The TransUnion report was lacking sufficient detail, and Respondent Edmunds requested a different report.
21. On or about March 7, 2014, Complainant [REDACTED] contacted Respondent Edmunds via email, advised him that Complainant [REDACTED] was unable to access her account through creditkarma.com, and offered, instead, to provide Respondents with her Social Security number, to allow Respondents to independently check her credit. In that same email, Complainant [REDACTED] indicated that if Complainants could not get the requested credit report and the background checks had not yet been completed, Complainants would "pass" on the subject property, and he requested the return of their \$80 application fees.
22. On March 7, 2014, Respondent Edmunds replied to Complainant [REDACTED] email, stating, in relevant part, that he would keep Complainants' application open until Wednesday, which was March 12, 2014.
23. In addition, on both March 6 and 7, 2014, in response to Respondent Edmunds' inquiries, Complainant [REDACTED] again advised Respondent Edmunds, via email, that the intended occupants of the subject property would be himself, his mother, his eight year-old daughter and his 15 year-old sister, both of whom are minors in the household.
24. Complainants successfully obtained a credit report for Complainant [REDACTED] from the credit reporting service, "Experian", and on March 10, 2014, Complainant [REDACTED] emailed the Experian credit report to Respondent Edmunds. The credit report listed [REDACTED] name and showed a credit score of 761.
25. Later, on March 10, 2014, at 2:43 p.m., Respondent Edmunds emailed Complainants rejecting their rental application. The email stated, "I regret to relay that the rental application has been declined. Both adults would have to sign the lease contract. Ms. [REDACTED] appears to have limited English skills. As I'm told, legal precedent indicates the

contract must be translated to her native language, if not, she could easily break the lease. Such translation costs are very costly. Sincerely, Page Edmunds/Renter's Avenue".

26. On March 10, 2014, at 2:50 p.m., Complainant [REDACTED] responded to Respondent Edmunds' email, stating, in relevant part, "So we are denied because my mom speaks limited English, from what I understand that is not a valid reason to deny an application." He also emphasized that Complainants' credit scores were good and their income more than enough to cover the rent.
27. In response, on March 10, 2014 at 3:34 p.m., Respondent Edmunds stated, via email that it is "becoming a common problem. People with limited English skills can break contracts almost at will, if not translated. A certified translation is required. About \$500. PE/RA". On information and belief PE/RA represents Page Edmunds/Renter's Avenue.
28. On the same date, Complainant [REDACTED] requested a return of his application fee, to which Respondent Edmunds replied that he would not refund the application fee as it covered "application processing, including background checks."
29. Again, on March 10, 2014, at 4:22 p.m., in response to Respondents' refusal to return Complainants' application fee, [REDACTED] informed Respondent Edmunds that he "submitted an inquiry to HUD regarding this as this is the first I've heard about denying applicants based on their limited ability to understand English." He indicated that he considered the act to be discriminatory based on national origin.
30. On March 10, 2014, at 4:37 p.m., less than 15 minutes after learning that Complainant [REDACTED] HUD, Respondent Edmunds wrote to Complainant [REDACTED] "Tom: Are you willing to pay \$500 for translation? I am not required to enter into a legal contract with a party that may later claim they didn't understand it....Okay, your Mom is NOT turned down for communication issues. You are turned down for being too difficult to work with. Your mom is approved, and you are declined. - PE/RA (No further communications from you will be responded too [sic])".
31. On March 10, 2014, at 4:53 p.m., Complainant [REDACTED] again responded to Respondent Edmund's email by advising that he is fully capable of entering a legal contract, he is a real estate broker and he knows discrimination when he sees it.
32. On March 10, 2014, at 7:09 p.m., Respondent Edmunds wrote to Complainant [REDACTED], providing other reasons for the denial of Complainants' rental application, such as that he had to make repeated requests about who the intended occupants would be, and for his mother's credit reports.
33. On March 10, 2014, at 7:46 p.m. Complainant [REDACTED] addressed the concerns made by Respondent Edmunds and asserted that Respondent Edmunds was discriminating against them based on his assumption that Complainant [REDACTED] does not know how to read or write English. He emphasized that Respondent Edmunds never asked if Complainant [REDACTED] could speak or write English, never offered Complainants the option to pay the

translation fee before rejecting them, and inflated the estimate of the translation fee to discourage Complainants from renting there.

34. In response, on March 10, 2014, at 8:38 p.m., Respondent Edmunds threatened to have Complainant [REDACTED] sanctioned for failing to disclose his real estate license or for impersonating a licensee.
35. On or about May 2, 2014, Complainants filed a complaint with HUD alleging that Respondents discriminated against them on the basis of race and later amended their complaint to add national origin.
36. On May 9, 2014, Respondent answered the HUD complaint, admitting that Complainants were rejected based on Complainant [REDACTED] "limited English skills," specifically stating that Complainants were "disapproved because neither applicant would pay ordinary lease translation costs." He further asserted that ... "Past legal counsel has advised that those not versed in English must be provided with certified translations in order for lease contracts to be binding."
37. On information and belief, the subject property was rented to [REDACTED], a personal friend of Respondent Page Edmunds III. No lease was entered into by Respondent and Bryngelson. On information and belief, Mr. Bryngelson is American Indian and white.
38. Respondent Edmunds never advised Complainants of an English proficiency or lease translation requirement when he showed them the subject property on March 1, 2014, or when they applied for the subject property March 1, 2014.
39. Respondent Edmunds never advised Complainants of an English proficiency or lease translation requirement when he corresponded with Complainant [REDACTED] on March 2, 3, 6, or 7, 2014.
40. Respondent Edmunds' first mention of Complainant [REDACTED] limited English skills was on March 10, 2014, when Complainants submitted all the required documentation for renting the subject property, and only in the context of rejecting their application on that day.
41. Respondents never attempted to ascertain Complainant [REDACTED] level of English proficiency before rejecting Complainants' application based on Complainant Ayang's "limited English skills" on March 10, 2014.
42. Respondents never offered Complainants the opportunity to have the lease for the subject property translated into Complainant [REDACTED] native language before rejecting Complainants' application on March 10, 2014.
43. After Complainant [REDACTED] revealed to Respondent Edmunds that he had contacted HUD to inquire as to whether Respondents' actions constituted national origin discrimination,

Respondent Edmunds approved Complainant [REDACTED] application, without a lease translation, simultaneously denied Complainant [REDACTED] application, and threatened to have Complainant [REDACTED] sanctioned by the body that regulates his real estate license.

D. FAIR HOUSING ACT VIOLATIONS

44. Respondents Page Edmunds LLC and Page Edmunds III discriminated against Complainants on the basis of national origin by making housing otherwise unavailable when they denied Complainants' application to rent the subject property based on Respondent Edmunds' belief that Complainant [REDACTED] had limited English skills, in violation of 42 U.S.C. §3604(a) of the Act.
45. Respondents Page Edmunds LLC and Page Edmunds III discriminated against Complainants on the basis of national origin when they made statements indicating a preference, limitation, or discrimination against renting to tenants with limited English skills and informed Complainants that they would have to pay \$500 for a certified translation of the lease, in violation of 42 U.S.C. § 3604(c) of the Act and its implementing regulations at 24 C.F.R. § 100.75(a).
46. Respondents Page Edmunds LLC and Page Edmunds III discriminated against Complainant [REDACTED] on the basis of his having engaged in protected activity when they interfered with and retaliated against Complainant [REDACTED] by denying his individual application after Complainant [REDACTED] informed Respondent Edmunds that he submitted an inquiry to HUD, and threatened to have him sanctioned or "nailed" for impersonating a licensee, in violation of the 42 U.S.C. § 3617 of the Act.
47. As a result of Respondents' actions, Complainants and other aggrieved parties suffered damages, including, but not limited to, physical and emotional distress, inconvenience, frustration, loss of housing opportunity, out of pocket expenses, and economic loss.

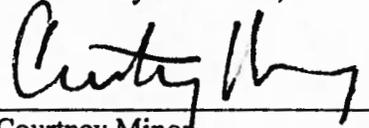
III. CONCLUSION

WHEREFORE, the Secretary of Housing and Urban Development, through the Office of the Regional Counsel for Region V, and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondents with engaging in discriminatory housing practices in violation of the Act 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, employees, successors, and all other persons in active concert or participation with any of them, from discriminating on the basis national origin against any person in any aspect of the rental of a dwelling;

3. Awards such damages as will fully compensate ~~Complainants and other aggrieved parties~~ for the actual and intangible damages caused by Respondents' discriminatory conduct, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.670(b)(3)(i);
4. Awards a \$16,000 civil penalty against each Respondent for each violation of the Act committed, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
5. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

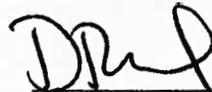
Respectfully submitted,



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