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 [redacted] Charging Party,	)	**FHEO No. 02-16-0038-8**
v.	)	
Hillside Park Real Estate LLC and Stephanie Castaldo-Gorgoni, Respondents.	)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

On October 26, 2015, [redacted] ("Complainant") filed a verified complaint with the U.S. Department of Housing and Urban Development ("HUD" or "the Department") alleging violations of the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.* (the "Act"). Specifically, Complainant alleges that Hillside Park Real Estate, LLC ("Hillside") and its property manager, Stephanie Castaldo-Gorgoni ("Castaldo") (collectively "Respondents"), denied her accommodation request to keep an emotional support animal in the apartment that she had contracted to rent and refused to rent her the apartment in violation of the Act.

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, who has retained and re-delegated to the 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. *See* 42 U.S.C. § 3610(b).

II. LEGAL AUTHORITY AND FACTUAL BASIS FOR THIS CHARGE

Based on HUD's investigation of the allegations contained in the above-mentioned verified complaint and the Determination of Reasonable Cause, Respondents 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 of that buyer or renter. 42 U.S.C. § 3604(f)(1); 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. 42 U.S.C. § 3604(f)(2); 24 C.F.R. § 100.202(b).

3. For the purposes of 42 U.S.C. § 3604(f)(1) and (2), discrimination includes a 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 PROPERTIES

4. Complainant, [redacted] is an "aggrieved person," as defined by 42 U.S.C. § 3602(i) and has suffered damages as a result of Respondents' conduct.

5. [redacted] is an individual with a disability,[1] as defined by the Act. 42 U.S.C. § 3602(h).

6. Respondent Hillside owns and manages 35 residential housing apartments, including the apartment at issue, located at [redacted] Oswego, New York 13123 (the "subject apartment"). Exemptions under Section 803 and 807 of the Act do not apply.

7. At all times relevant to this Complaint, Respondent Castaldo was employed by Respondent Hillside as its property manager.

C. FACTUAL ALLEGATIONS IN SUPPORT OF CHARGE

8. [redacted] has been treated by Dr. [redacted] since November 2011 for a mental disability.

[1] The Act uses the term "handicap" instead of "disability." However, both terms have the same legal meaning. This Charge will use the term "disability."

9. As part of her treatment, Complainant met with [redacted] a Licensed Clinical Social Worker, for weekly talk therapy from November 2014 through November 2015, at which point she began working with a different treatment provider.

10. Both Dr. [redacted] Ms. [redacted] agree that Ms. [redacted] is a person with a mental disability, having mental impairments that substantially limit major life functions.

11. Ms. [redacted] mental impairments substantially limit her ability to go outside alone, drive, sleep, attend school, maintain employment, attend necessary medical appointments, and to care for her home.

12. In April 2015, Ms. [redacted] contacted Respondent Hillside regarding the subject apartment, which was listed as an available rental on Respondent Hillside's website. Ms. [redacted] was interested in renting an apartment in Oswego because she was preparing to study at a nearby university.

13. Ms. [redacted] met with Respondent Castaldo at Respondent Hillside's rental office on April 14, 2015, at which time she completed and submitted a rental application. The rental application stated that no pets of any kind are permitted in Hillside apartments.

14. Ms. [redacted] and Hillside signed a one-year lease agreement for the subject apartment, effective July 1, 2015 ("Lease"). The Lease contained a "no-pets" clause which prohibited keeping animals of any kind within the apartment.

15. On June 6, 2015, Ms. [redacted] obtained [redacted] a male American Staffordshire terrier weighing 66 pounds, from the Port Jervis Humane Society as an emotional support animal.

16. On June 11, 2015, Ms. [redacted] registered [redacted] with the Town of New Windsor, New York. Believing it would help others understand [redacted] role as an emotional support animal, Complainant registered the dog with the National Service Animal Registry ("NSAR") on June 22, 2015.

17. [redacted] helps Ms. [redacted] manage and treat the symptoms of her disability. [redacted] encourages Ms. [redacted] to get out of bed in the morning and leave her house to walk him. [redacted] presence provides Ms. [redacted] with a sense of calm and safety, allowing her to sleep at night. When experiencing panic attacks, Ms. [redacted] is calmed by petting [redacted]

18. On June 22, 2015, Ms. [redacted] sent Respondent Castaldo an email asking whether her apartment would be ready for occupancy on July 1 and explaining that she would be bringing an emotional support animal. Ms. [redacted] attached a copy of the NSAR registration. This registration states [redacted] is "deemed necessary to assist [redacted] the confirmed disabled handler."

19. In response, by email dated June 23, 2015, Respondent Castaldo stated "[o]h NO you can't have any pets...[a]bsolutely not...I can't allow this for any reason whatsoever [sic]."

20. By email dated June 23, 2015, Ms. [redacted] reiterated that [redacted] s not a pet, but an emotional support animal that she was entitled to bring to the apartment.

21. In a June 23, 2015 email, Respondent Castaldo repeated tha [redacted] would not be permitted and added "I don't plan to commence this lease." Ms. [redacted] was instructed to address all future correspondence to Respondents' attorney.

22. On June 25, 2015, Respondents' attorney, Joseph Gorgoni, emailed Ms. [redacted] to advise her that her request for an accommodation of the "no pet" policy had been referred to his office for consideration. Mr. Gorgoni asked that Ms. [redacted] provide a signed letter from her treating physician stating, among other things, that an emotional support animal was medically necessary to address her medical conditions.

23. Additionally, Mr. Gorgoni's June 25 email stated that if Ms. [redacted] request was granted, Respondent "reserves the right to require a non-refundable pet security deposit and an additional monthly pet fee."

24. On June 26, 2015, Ms. [redacted] replied to Mr. Gorgoni's June 25 email, agreeing to provide additional documentation from her treating physician and therapist, but stating she would not pay for any additional charges that were not assessed on non-disabled tenants.

25. On June 27, 2015, Ms. [redacted] forwarded Mr. Gorgoni a letter from Ms. [redacted] confirming that Ms. [redacted] has been in therapy since November 2014 and that Ms. [redacted] symptoms "currently interfere with her ability to function alone." The letter expressed support for Ms. [redacted] having an emotional support dog to "assist[] her in daily living activities and in completing her education" and offered to discuss any further questions. Respondents did not contact Ms. [redacted]

26. By email dated July 6, 2015, Mr. Gorgoni requested that Ms. [redacted] complete a questionnaire regarding her reasonable accommodation request. Ms. [redacted] completed the twenty-question questionnaire and returned her answers to Mr. Gorgoni by email that same day. All but one of the questions related to the animal (description, licensure, vaccinations, temperament, etc.).

27. By letter dated July 21, 2015, Respondent Hillside denied Ms. [redacted] reasonable accommodation request. This denial stated that Ms. [redacted] had not provided sufficient documentation that an emotional support animal is "actually require[ed]". Respondents returned Ms. [redacted] security deposit by Federal Express the next day and cancelled her lease.

28. By email on July 24, 2015, Ms. [redacted] sent Respondents a letter from Dr. [redacted] confirming Ms. [redacted] diagnosis and explaining that an "emotional support dog would be beneficial for her mental illness treatment." Dr. [redacted] then invited Respondents to contact him with any further questions. Respondents did not respond to this correspondence.

29. As a result of Respondents' discriminatory actions, Ms. [redacted] has suffered actual damages, including, but not limited to, financial damages due to her inability to attend school and emotional distress.

D. FAIR HOUSING ACT VIOLATIONS

1. As described in the paragraphs above, Respondents violated the Act by discriminating against Complainant on the basis of disability when they acted to make housing unavailable to her by terminating her lease agreement rather than granting her request for a reasonable accommodation. 42 U.S.C. §§ 3604(f)(1) and (f)(3)(B); 24 C.F.R. §§ 100.202(a) and 100.204(a).

2. As described in the paragraphs above, Respondents discriminated against Complainant in the terms, conditions, or privileges of the rental of a dwelling based on disability when they refused to grant her request for a reasonable accommodation. 42 U.S.C. §§ 3604(f)(2) 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), hereby charges Respondents with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(f)(1) and (f)(2), and prays that an order be issued that:

1. Declares that the discriminatory housing practices of Respondents as set forth above violate Sections 3604(f)(1), (f)(2) and (f)(3)(B) of the Fair Housing Act, 42 U.S.C. §§ 3601-3619;

2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating on the basis of disability against any person in any aspect of the sale, rental, use, or enjoyment of a dwelling;

3. Mandates Respondents, their agents, 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 damages as will fully compensate Ms. [redacted] for damages caused by Respondents' discriminatory conduct;

5. Assesses 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 under 42 U.S.C. § 3612(g)(3).

Respectfully submitted this 25th day of April, 2016,

John J. Cahill
Regional Counsel for
New York/New Jersey

Henry Schoenfeld
Associate Regional Counsel
for Program Enforcement and Litigation

Valerie M. Daniele
Trial Attorney

U.S. Department of Housing and
Urban Development
26 Federal Plaza, Room 3500
New York, New York 10278-0068
(212) 542-7213

CERTIFICATE OF SERVICE

I hereby certify that the foregoing "Charge of Discrimination", "Notice", and "Determination" in **HUD on behalf of Complainant [redacted] v. Hillside Park Real Estate LLC and Stephanie Castaldo-Gorgoni, FHEO Case No. 02-16-0038-8**, were sent to the following individuals in the manner indicated:

By Electronic-Mail and UPS Overnight:

Chief Docket Clerk
Office of Administrative Law Judges
U.S. Department of Housing and Urban Development
409 3rd Street, S.W., Suite 201
Washington, DC 20024
(202) 402-3607

By UPS Overnight:

Complainant:
[redacted]
Rock Tavern, NY 12575

Respondents:
Hillside Park Real Estate LLC
11 4th Avenue
Oswego, NY 13126

Stephanie Castaldo-Gorgoni
Hillside Park Real Estate LLC
11 4th Avenue
Oswego, NY 13126

Respondents' Representative:
Joseph P. Gorgoni
314 East Fayette Street
Syracuse, NY 13202
315-448-0126

on this 25th day of April, 2016.

Thomas Ellwood

Thomas Ellwood, Paralegal Specialist
U.S. Department of Housing and Urban Development
Office of Regional Counsel
for New York/New Jersey
26 Federal Plaza, Room 3500
New York, N.Y. 10278-0068
(212) 542-7217