

**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)	
Complainant [REDACTED] and)	
Complainant [REDACTED])	
)	
Charging Party,)	
)	HUDALJ No. _____
v.)	
)	FHEO No. 07-14-0665-8
Thong Cao, individually)	07-15-0252-8
and d.b.a. Cao Properties & Rentals,)	
Mai Cao, Van T. Le, and Tong Nguyen,)	
)	
Respondents.)	
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CHARGE OF DISCRIMINATION

I. JURISDICTION

On September 17, 2014, Complainant [REDACTED] filed a timely complaint, amended on April 25, 2017, with the U.S. Department of Housing and Urban Development ("HUD" or "the Department") alleging that Respondent Thong Cao, d.b.a. Cao Properties & Rentals, and Respondents Van T. Le and Tong Nguyen, discriminated against her based on sex in violation of Subsections 804(a), 804(b), 804(c) and Section 818 of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601-19 ("Act").

On February 10, 2015, Complainant [REDACTED] filed a timely complaint, amended on April 21, 2017, with the Department alleging that Respondents Thong Cao, d.b.a. Cao Properties & Rentals, and Mai Cao, discriminated against her based on sex and race in violation of Subsections 804(a), 804(b), 804(c) and Section 818 of the Act.

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) and (2). The Secretary has delegated that authority to the General Counsel (24 C.F.R. §§ 103.400 and 103.405 (2017)), who has redelegated the authority to the Regional Counsel. 76 Fed. Reg. 42463, 42465 (July 18, 2011).

The Fair Housing and Equal Opportunity ("FHEO") Director for Region VII, on behalf of the Assistant Secretary for FHEO, has determined that reasonable cause exists to believe that discriminatory housing practices have occurred and has authorized and directed the issuance of this Charge of Discrimination. 42 U.S.C. § 3610(g)(2).

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the above-referenced complaints and the Determination of Reasonable Cause dated November 13, 2017, Respondents are hereby charged with violating the Act as follows:

A. Legal Authority

1. It is unlawful to make unavailable or deny a dwelling to any person because of sex. 42 U.S.C. § 3604(a); 24 C.F.R. §§ 100.50(b)(3), 100.60(b)(5), and 100.70(b).
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 therewith, because of sex. 42 U.S.C. § 3604(b); 24 C.F.R. §§ 100.50(b)(2) and 100.65(a).
3. It is unlawful to make any statement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sex or race, or an intention to make any such preference, limitation or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4) and 100.75(a), (b), and (c)(2).
4. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any right granted or protected by Section 804 of the Act. 42 U.S.C. § 3617; 24 C.F.R. §§ 100.400(b) and (c)(2).

B. Parties and Subject Properties

5. Complainant [REDACTED], a White female, signed a lease with Respondent Thong Cao (male) (Vietnamese) on or around December 23, 2010, to live in a property owned by he and his wife, Mai Cao (female) (Vietnamese), located at 6100 W. York Court, Wichita, Kansas 67215 (York property).
6. At all times relevant to the allegations Respondents Thong and Mai Cao owned the York property, as well as other rental properties in the Wichita area, including two triplexes.
7. Complainant [REDACTED], a female, signed a Cao Properties & Rentals lease on or around February 1, 2014, to live in a unit at a quadruplex rental property operated by Respondent Cao at 1614 E. Tulsa Wichita, Kansas 67216 (Tulsa property). At the time of the events in question, the Tulsa Property was owned by Respondents Van T. Le (female) and Tong Nguyen (male).
8. On November 3, 2006, Respondents Van T. Le and Tong Nguyen entered an escrow contract

- with Respondent Thong Cao, for him to purchase the Tulsa property. The contract was for a term of five years, ending on November 3, 2011, when the remaining full balance was due.
9. Respondent Thong Cao did not pay the remaining balance in full on November 3, 2011, and ownership of the Tulsa property was never transferred to him. Respondent Cao continued to make payments to Respondents Van T. Le and Tong Nguyen until approximately March of 2016, and he continued to control and operate the Tulsa property.
 10. On March 8, 2016 Respondents Van T. Le and Tong Nguyen signed a deed of sale for the Tulsa property, transferring the property to a separate purchaser. At all times relevant to the allegations, Respondents Van T. Le and Tong Nguyen owned the Tulsa property, and Respondent Thong Cao operated the Tulsa property rental units.
 11. Complainant [REDACTED] lived at the York property from December 23, 2010, until around June 20, 2014. Her boyfriend [REDACTED] resided with her at times during her tenancy.
 12. Complainant [REDACTED] lived at the Tulsa property from February 1, 2014 until around July 31, 2014.
 13. The York and Tulsa properties are dwellings as defined by 42 U.S.C. § 3602(b).
 14. Respondent Thong Cao employed Complainant [REDACTED] as a property manager during her tenancy. Her duties consisted of showing units, maintenance, rent collection, and attending eviction proceedings.
 15. Respondent Thong Cao also collected rental payments directly from tenants and performed repairs for the rental properties. Respondent Cao allowed tenants to make partial rent payments, to pay rent late, and to carry rental balances.
 16. Complainant [REDACTED] and Complainant [REDACTED] are aggrieved persons as defined by the Act. 42 U.S.C. § 3602(i).

C. Factual Allegations regarding Complainant [REDACTED]

17. In or around December 2010, when Complainant [REDACTED] moved into the York subject property, she was performing property manager duties for Respondent.
18. Throughout the course of Complainant [REDACTED] tenancy, Respondent Thong Cao made comments such as "if you ever want a sugar daddy, you should consider me because I am rich, and I can take care of you," would smack or grab her buttocks, urinate in front of her without closing the bathroom door, and would make comments that her boyfriend, who lived with her, did not love her, but that Respondent did love her.
19. If Respondent Thong Cao was angry, or if he had experienced a loss at gambling, he would call her a "white, honky m****r f****r."

20. In or around August 2013, Respondent Cao ceased paying Complainant [REDACTED] cash for any property management duties that exceeded her \$800 monthly rental payment.
21. In or around October 2013, Complainant [REDACTED] separated from her boyfriend, [REDACTED] and he moved out of the York property.
22. In or around October 24, 2013, Complainant [REDACTED] called Respondent Thong Cao and pleaded for money for her property manager duties. Respondent Cao informed her she could "work off" her \$800 a month rental payment through her property manager duties, or she could sleep with him once a week in exchange for her rent, "and still put money in her pocket." Complainant rejected his offer to exchange sex for rent, but Complainant continued to perform her property manager duties in exchange for rent.
23. In or around April 2014, Complainant [REDACTED] was asleep in just a t-shirt and underwear when she woke up to find Respondent Cao sitting on her bed with his hand up under her blanket and rubbing her feet.
24. Complainant [REDACTED] screamed at him to get out, and she got dressed. When she went downstairs, he was in her living room and he insisted she go with him to look at a unit in need of repair. While driving Complainant in his truck to see the repairs, Respondent Cao called Complainant [REDACTED] a "honky m****r f****r" and told her that he was her boss. She exited the truck at a stop light, extremely upset, and walked home.
25. After the April incident, Respondent noticed Bledsoe's truck parked at the York property, as Complainant [REDACTED] had resumed her relationship with him. He asked the Complainant, "Is that stupid m****r f****r back? He don't love you. I do."
26. After Respondent Cao's actions during the April incident, Complainant [REDACTED] no longer felt comfortable sleeping in the York property, and began staying in Kingman, Kansas with [REDACTED] but her belongings were still at the York property.
27. Complainant [REDACTED] was served by a process server on June 6, 2014, with notice of an eviction hearing, for failure to pay rent, in Sedgwick County Court on June 11, 2014.
28. On June 11, 2014, Complainant [REDACTED] attended a meeting with Respondent's attorney [REDACTED] and they agreed she would vacate the unit no later than June 20, 2014. Complainant agreed to not contest the eviction so she could have until the 20th to remove her belongings.
29. The actions Respondent Cao took to evict Complainant [REDACTED] from the York property were made in close proximity to and because Complainant rejected Respondent's sexual advances, which culminated in the April 2014 incident in Complainant's bedroom.
30. Respondent Cao's unwelcome conduct was sufficiently severe or pervasive to have the effect of imposing different terms, conditions, or privileges on Complainant [REDACTED] tenancy and interfered with her enjoyment of her dwelling.

31. As a result of Respondents' discriminatory conduct, Complainant [REDACTED] suffered actual damages, including out-of-pocket costs, humiliation, and other emotional distress.

Factual Allegations regarding Complainant [REDACTED]

32. Complainant [REDACTED] entered a lease on or around February 1, 2014, and began her tenancy at the Tulsa property.

33. In or around March 2014, Respondent Cao came to her unit and asked Complainant [REDACTED] "Where your man at? Can you give me some coochy, coochy, coochy?"

34. In April 2014, Respondent came to Complainant's unit to collect rent and again requested "coochy." Complainant [REDACTED] asked him why, and whether he had a wife, and Respondent said his wife did not give "coochy."

35. On or around May 18, 2014, Complainant [REDACTED] contacted Respondent about a loose toilet. Respondent came to the unit to inspect the toilet, and when he moved to get up from inspecting it, he grabbed Complainant's breast. Complainant struck his hand and told him to get out.

36. In a separate incident, Complainant [REDACTED] daughter, [REDACTED], witnessed Respondent smack her mother's buttocks, upsetting her mother.

37. After the May 18th incident, Respondent was not returning to the unit to make necessary repairs. Complainant [REDACTED] contacted the City of Wichita's Housing/Nuisance Division, which inspected the unit, and sent a letter of necessary repairs to Respondent.

38. On July 1, 2014, Complainant [REDACTED] was only able to pay \$300 of her \$450 rent, and Respondent Cao agreed to let her pay the rest on July 18, 2014.

39. On July 3, 2014, Complainant [REDACTED] filed a police report against Respondent Cao and told the police that Respondent was asking her for sex in exchange for rent.

40. On July 16, 2014, Respondent came to see if Complainant [REDACTED] had the remaining rent. When she reminded him she still had two more days to pay, he responded with a question of whether she was going to give him some "coochy, coochy." Complainant screamed at him and rejected him. Respondent went to his truck and wrote a three-day notice to vacate and handed it to Complainant.

41. On July 23, 2014, Complainant [REDACTED] received a notice from Sedgwick County Court of an eviction hearing scheduled for July 31, 2014.

42. On July 24, 2014, Complainant [REDACTED] spoke to police officers, who were at the property for a separate reason, about the sexual harassment from Respondent Cao, and one of the officers told her that a former tenant had given them a similar complaint about Respondent Cao.

43. The next day, July 25, 2014, Complainant [REDACTED] filed for a Protection Against Stalking Order against Respondent Cao alleging, "Landlord is asking for sex when he is called to fix things in the house and to get rent. I feel violated and feel like he won't stop till he gets what he wants, willingly or unwillingly."
44. Complainant [REDACTED] attended her eviction hearing on July 31, 2014, and on August 1, 2014, the sheriff evicted her and her grandchildren. Complainant paid Respondent \$210 so that she could access her belongings.
45. Respondent Thong Cao's actions caused Complainant significant apprehension and made her afraid for her safety, causing her to file for the protection order.
46. The actions Respondent Cao took to evict Complainant [REDACTED] from the subject property were made in close proximity to and because Complainant rejected Respondent's sexual advances.
47. Respondent Thong Cao's unwelcome conduct was sufficiently severe or pervasive to have the effect of imposing different terms, conditions, or privileges on Complainant [REDACTED] tenancy and interfered with her enjoyment of her dwelling.
48. Respondent Thong Cao also engaged in inappropriate and unwelcome sexual conduct with other female tenants over a lengthy period of time and made unwelcome statements regarding sex and sexual activity.
49. As a result of Respondents' discriminatory conduct, Complainant [REDACTED] suffered actual damages, including out-of-pocket costs, humiliation, and other emotional distress.

D. Legal Allegations

50. As described above, Respondents Thong Cao and Mai Cao violated Subsection 804(a) of the Act when Respondent Thong Cao made housing unavailable to Complainant [REDACTED] because of sex by evicting her from her unit after she rejected his unwelcome sexual advances. 42 U.S.C. § 3604(a).
51. As described above, Respondents Thong Cao and Mai Cao violated Subsection 804(b) of the Act when Respondent Thong Cao discriminated against Complainant [REDACTED] in the terms, conditions, or privileges of the rental of a dwelling because of sex by subjecting her to sexual harassment and evicting her. 42 U.S.C. § 3604(b).
52. As described above, Respondents Thong Cao and Mai Cao violated Subsection 804(c) of the Act when Respondent Thong Cao made numerous statements to Complainant [REDACTED] with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination because of her sex, or the intention to make any such preference, limitation or discrimination, including unwelcome sexual comments and references to exchanging sex for rent. 42 U.S.C. § 3604(c).

53. As described above, Respondents Thong Cao and Mai Cao violated Subsection 804(c) of the Act when Respondent Thong Cao made numerous statements to Complainant [REDACTED] with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination because of her race, or the intention to make any such preference, limitation or discrimination, including derogatory racial insults. 42 U.S.C. § 3604(c).
54. As described above, Respondents Thong Cao and Mai Cao violated Section 818 of the Act when Respondent Thong Cao subjected Complainant [REDACTED] to harassment because of her sex, including intimidation and unwanted sexual advances and comments, which interfered with her exercise or enjoyment of her rights granted or protected by Section 804 of the Act. 42 U.S.C. § 3617.
55. As described above, Respondents Thong Cao, Van T. Le, and Tong Nguyen violated Subsection 804(a) of the Act when Respondent Thong Cao made housing unavailable to Complainant [REDACTED] because of sex by evicting her from her unit after she rejected Respondent Thong Cao's unwelcome sexual advances. 42 U.S.C. § 3604(a).
56. As described above, Respondents Thong Cao, Van T. Le, and Tong Nguyen violated Subsection 804(b) of the Act when Respondent Thong Cao discriminated against Complainant [REDACTED] in the terms, conditions, or privileges of the rental of a dwelling because of sex by subjecting her to sexual harassment and evicting her. 42 U.S.C. § 3604(b).
57. As described above, Respondents Thong Cao, Van T. Le, and Tong Nguyen violated Subsection 804(c) of the Act when Respondent Thong Cao made numerous statements to Complainant [REDACTED] with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination because of her sex, or the intention to make any such preference, limitation or discrimination, including unwelcome sexual comments and references to exchanging sex for rent. 42 U.S.C. § 3604(c).
58. As described above, Respondent Thong Cao, Van T. Le, and Tong Nguyen violated Section 818 of the Act when Respondent Thong Cao subjected Complainant [REDACTED] to harassment because of her sex, including intimidation and unwanted sexual advances and comments, which interfered with her exercise or enjoyment of her rights granted or protected by Section 804 of the Act. 42 U.S.C. § 3617.

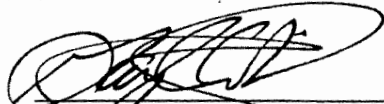
III. CONCLUSION

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 with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(a), 3604(b), 3604(c), and 3617, and requests an Order be issued that:

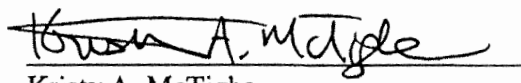
1. Declares Respondents' discriminatory housing practices, as set forth above, violate the Act, 42 U.S.C. §§ 3604(a), 3604(b), 3604(c), and 3617;

2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating because of sex or race against any person in any aspect of the sale or rental of a dwelling;
3. Awards such monetary damages as will fully compensate Complainants for their damages caused by Respondents' discriminatory conduct pursuant to 42 U.S.C. § 3612(g)(3);
4. Assesses a civil penalty against each Respondent for each violation of the Act that Respondents have 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).

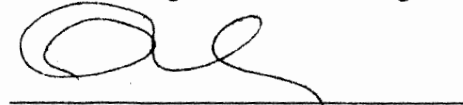
Respectfully submitted on this 13th day of November 2017.



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