

**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 Name**, her three )  
minor children, **Redacted Name** )  
**Redacted Name** )  
 )  
Charging Party, )  
 )  
HUDALJ No. \_\_\_\_\_ )  
v. ) FHEO No. 04-18-2844-8 )  
 )  
Columbia at Mechanicsville, LP, )  
Columbia at Mechanicsville Partners, LLC, )  
Mechan-Summech, LLC, )  
Columbia Residential Property Management, Inc., )  
and Kalisha Winston, )  
 )  
Respondents. )  
\_\_\_\_\_ )

**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On June 12, 2018, Complainant **Redacted Name** filed a complaint with the U.S. Department of Housing and Urban Development (“HUD” or the “Department”) alleging that Respondents Columbia at Mechanicsville, LP, Columbia at Mechanicsville Partners, LLC, Mechan-Summech, LLC, Columbia Residential Property Management, Inc., and Kalisha Winston (“Respondents”) discriminated against Complainant and her minor son based on disability<sup>1</sup> in violation of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.* (the “Act”). On June 19, 2019, the complaint was amended to add a violation of Section 3604(f)(1) and Isa Wyatt as a Respondent.<sup>2</sup> On March 6, 2020, the complaint was amended to add Complainant’s three other children and her mother as aggrieved persons; to add Columbia at Mechanicsville Partners, LLC, and Mechan-Summech, LLC as Respondents; to add a violation of Section 3617; and to drop Isa Wyatt as a Respondent.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination (“Charge”) on behalf of aggrieved persons following an investigation and a determination that reasonable

---

<sup>1</sup> The Fair Housing Act prohibits discrimination based on “handicap.” This Charge uses the word “disability” which has the same legal meaning.

<sup>2</sup> In the amended complaint, Complainant also alleged a violation of Section 504 of the Rehabilitation Act of 1973, as amended. 29 U.S.C. § 794. Section 504 prohibits discrimination on the basis of disability in any program or activity, public or private, that receives financial assistance from any federal agency.

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 (2019)), who has redelegated the authority to the Regional Counsel. 76 Fed. Reg. 42463, 42465 (July 18, 2011).

By Determination of Reasonable Cause dated June 17, 2020, the Fair Housing and Equal Opportunity (“FHEO”) Director for Region IV, on behalf of the Assistant Secretary for FHEO, has determined reasonable cause exists to believe that a discriminatory housing practice has occurred in this case based on disability 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 aforementioned HUD Complaint and the Determination of Reasonable Cause, Respondents Columbia at Mechanicsville, LP, Columbia at Mechanicsville Partners, LLC, Mechan-Summech, LLC, Columbia Residential Property Management, Inc., and Kalisha Winston, are hereby charged with violating the Act as follows:

### **A. Legal Authority**

1. It is unlawful to discriminate in the rental, or to otherwise make unavailable or deny, a dwelling to any renter because of a disability of that renter, a person residing in that dwelling after it is rented, or any person associated with that renter. 42 U.S.C. § 3604(f)(1); 24 C.F.R. §100.50(b)(3); 24 C.F.R. §100.202(a).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of the 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 or a person residing in the dwelling or any person associated with that person. 42 U.S.C. § 3604(f)(2); and 24 C.F.R. §100.50(b)(2); §100.202(b).
3. Unlawful discrimination under Sections 804(f)(1) and 804(f)(2) of the Act includes a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. §100.204.
4. It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by 42 U.S.C. Sections 3603-3606. 42 U.S.C. §3617; 24 C.F.R. § 100.400(b) and 24 C.F.R. §100.400(c)(2).
5. Pursuant to the Act, “aggrieved person” includes any person who claims to have been injured by a discriminatory housing practice. 42 U.S.C. § 3602(i)(1); 24 C.F.R. § 100.20.

6. Disability means a physical or mental impairment which substantially limits one or more of a person's major life activities. 42 U.S.C. § 3602(h)(1); 24 C.F.R. § 100.201.

## B. Parties and Subject Property

7. Complainant [Redacted Name] is the mother of four children who reside with her. One of her sons, [Redacted Name], is a minor who was diagnosed with, and has been under treatment for, asthma for most of his life. Complainant's minor son's physical disability substantially limits one or more of his major life activities, including, but not limited to, breathing. Due to those limitations, Complainant's minor son has a disability as defined by the Act. 42 U.S.C. § 3602(h).
8. Complainant [Redacted Name], her four children and Complainant [Redacted Name] mother, [Redacted Name], have been injured by the alleged discriminatory acts and are "aggrieved persons," as defined by the Act. 42 U.S.C. § 3602(i).
9. The subject property is Mechanicsville Apartments a/k/a "Columbia Mechanicsville Family," a multifamily apartment community, located at 520 Fulton Street, S.W., Atlanta, Fulton County, GA 30312-4449. The subject property is a dwelling, as defined by the Act. 42 U.S.C. § 3602(b).
10. At all times relevant herein, Complainant [Redacted Name] and her four children resided at Mechanicsville Apartments in Unit [Redacted Name], located at 505 Fulton Street, S.W., Atlanta, Fulton County, GA 30312-4449.
11. Respondent Columbia at Mechanicsville Apartments, LP ("Columbia at Mechanicsville"), a limited partnership, owns the subject property. Respondent Columbia at Mechanicsville was organized in the State of Georgia.
12. Respondent Columbia at Mechanicsville Partners, LLC and Respondent Mechan-Summech, LLC are Respondent Columbia at Mechanicsville's General Partners. Both of these limited liability companies were organized in the State of Georgia.
13. Respondent Columbia Residential Property Management, Inc. ("Columbia Residential"), a for profit property management corporation, is the Management Agent that operates and manages the subject property. Respondent Columbia Residential was incorporated in the State of Georgia.
14. At the time of the alleged discriminatory acts, Respondent Kalisha Winston was employed by Respondent Columbia Residential as the on-site Senior Property Manager for the subject property. Her duties included leasing apartments, scheduling maintenance work, responding to and assisting with the handling of requests for accommodation and transfers and with the issuance of notices to residents.
15. Respondent Columbia Residential and its employees are agents for Respondents Columbia at Mechanicsville, Columbia at Mechanicsville Partners, LLC and Mechan-Summech, LLC.

### C. Factual Allegations

16. Complainant [Redacted Name] minor son, [Redacted Name], was diagnosed with asthma and began receiving medical treatment for his asthma at an early age.
17. On or about July 18, 2014, Complainant [Redacted Name] applied for residency at the subject property. At that time, her household included three minor children, two sons and a daughter ([Redacted Name]). Complainant [Redacted Name] executed a lease for Unit [Redacted Name] with a move-in date of August 8, 2014.
18. On or around August 8, 2014, Complainant [Redacted Name] and her three minor children moved into Unit [Redacted Name], a three-bedroom apartment at the subject property.
19. Complainant [Redacted Name] lease was reviewed and renewed annually by Respondent Columbia Residential from 2014 to the present.
20. From September 2014 through July 2017, Complainant [Redacted Name] apartment was flooded five times.
21. From September 2014 through July 2017, [Redacted Name]'s pediatrician was unable to control his asthma and sent him to a specialist.
22. In March 2016, Complainant [Redacted Name] became the mother of a fourth child, a daughter [Redacted Name] who also resided with her at the subject property.
23. In December 2016, [Redacted Name] had surgery to alleviate some of his breathing issues.
24. On or about July 13, 2017, Complainant [Redacted Name] spoke with either Respondent Kalisha Winston or her supervisor, Darlene Crite (a/k/a/ Darlene Hunter) about her minor son's disability-related need for a transfer to another unit.
25. On July 14, 2017, after calling Respondent Columbia Residential on July 13<sup>th</sup>, Complainant [Redacted Name] sent a written note detailing her concern with the flooding and water damage that occurred in her unit from September 2014 to July 2017 and how it had begun to negatively impact her son, [Redacted Name]'s health. Complainant's note was signed as received by Respondents' agent or employee, a "D.B. Crite" at 9:30 a.m. on July 14, 2017.
26. In her July 14<sup>th</sup> note, Complainant [Redacted Name] advised Respondents that her unit had been flooded several times during her tenancy and, "despite repeated carpet cleaning [a] smell returned each time," her son had constant asthma attacks and several related hospitalizations.
27. The July 14<sup>th</sup> note included Complainant [Redacted Name] request to move to another unit or to another site to accommodate her son.
28. On July 21, 2017 Complainant [Redacted Name] was given a "Request for A Reasonable Accommodation ("RA Form") and on it she requested a transfer to another unit because

the water damage related issues were negatively impacting her son's health. The RA Form was signed as received by Ramona Scott and was signed for the Management Agent by Darlene B. Crite on July 21, 2017.

29. Complainant [Redacted Name] listed her son's name on the RA Form, identified that she had a household member with a disability, that her apartment had been flooded several times and that there was the constant smell of mildew in her unit. Complainant [Redacted Name] stated on the form that she did not know if mold was growing but the condition of the apartment was causing her son to have asthma attacks, and she asked to be moved to another unit with a flat carpet or vinyl floor for the benefit of her son's health.
30. In August of 2017, Complainant [Redacted Name] contacted the Atlanta Housing Authority ("AHA") and spoke to a female representative of the AHA's Section 504 staff about her apartment flooding several times, the possibility of mold and mildew and the negative impact water damage issues were having on her minor son's asthma. Complainant [Redacted Name] asked the AHA representative for a transfer to a different unit. The AHA representative stated that the housing authority could not transfer her.
31. On or about August 1, 2017, Complainant [Redacted Name] went to the Respondents' rental office to ask for the transfer and to complain about the flooding in her unit. The property manager, Darlene Crite, gave her Respondent Columbia Residential's two-page Reasonable Accommodation Verification Form/Allergic Reaction Form ("Verification Form"), which Complainant filled out and signed. Ms. Crite sent the Verification Form to Complainant's pediatrician.
32. During a second telephone conversation with the AHA representative, Complainant [Redacted Name] was told that management at her apartment complex was contacted and based on that contact, Respondents' disability Verification Form had been sent to the pediatrician caring for Complainant [Redacted Name] minor son.
33. A transmittal form indicates the disability Verification Form was faxed by Respondent Columbia Residential's staff and was received by Dr. [Redacted Name] office, Complainant [Redacted Name] son's doctor, on August 22, 2017. The transmittal form also shows that the fax was sent back by Dr. [Redacted Name] office with a notation indicating that the doctor was not familiar with the form, so he declined to fill it out.
34. Ms. Crite told Complainant [Redacted Name] that the disability Verification Form was being sent to Dr. [Redacted Name] office. Once the transmittal form was returned by the doctor's office, Ms. Crite told Complainant [Redacted Name] that her request for a transfer was denied because her doctor had not filled out the form.
35. After her requests to transfer had been denied and the conditions in the unit continued to cause [Redacted Name] to have severe and persistent breathing problems making it difficult for him to live in the unit, Complainant [Redacted Name] moved [Redacted Name] in with her mother, [Redacted Name] [Redacted Name], once school started. Ms. [Redacted Name] is retired and had to take on a significant role in the overall care of her grandson.

36. When [Redacted Name] visited and on occasion stayed with his mother and siblings, [Redacted Name] experienced difficulty with his breathing. While living with his grandmother, [Redacted Name] had fewer problems with his asthma.
37. On September 3, 2017, Respondent Kalisha Winston, the Senior Property Manager for Respondent Columbia Residential, issued a written denial of Complainant's July 2017 request to transfer. In the notice, Respondent Winston stated, "I apologize for the inconvenience, but per my supervisor Mrs. Hunter your request to transfer to another unit has been declined." The written denial also told Complainant that Respondent Winston could "rewalk" the unit to schedule "repadding" for and the cleaning of the carpet.
38. Even after Respondents' maintenance staff removed part of the padding in Complainant's unit, [Redacted Name] continued to experience an increased occurrence of breathing problems associated with his asthma when visiting Complainant's apartment. Respondents did not replace the removed padding or the unit's carpet.
39. On or about October 19, 2017, Complainant [Redacted Name] attorney made another written request for a transfer "to a unit within the complex where there is no water damage or elevated levels of moisture within the unit." This request was sent to Noel Khalil, the registered agent for Respondent Columbia at Mechanicsville and Respondent Columbia Residential at their principal office address, via certified mail, return receipt requested. The United States Postal Service's delivery receipt confirms that the request was received on October 23, 2017.
40. Complainant [Redacted Name] second request for a transfer included medical documentation from her son's medical team including his pediatrician, Dr. [Redacted Name], and from his specialist, Dr. [Redacted Name]. The pediatrician indicated that he had been unable to control [Redacted Name] asthma and had sent him to a specialist.
41. The medical documentation provided to Respondents by Dr. [Redacted Name] on or about October 12, 2017 indicated that: (a) Complainant [Redacted Name] son had severe persistent asthma; (b) exposure to mold, mildew, dust and humidity are triggers for asthma exacerbation; (c) asthma symptoms can be life threatening; and (d) Complainant's son cannot live in a unit that has mold, mildew, dust or humidity.
42. The medical documentation provided to Respondents by Dr. [Redacted Name] on or about October 13, 2017 indicated that: (a) [Redacted Name] was being treated for asthma, (b) his symptoms could be exacerbated by mold in the home, and (c) if his asthma had been exacerbated by the conditions in the home, repair or relocation was required.
43. The second request to transfer identified five instances of flooding of Unit [Redacted Name]: (a) the first instance was in September 2014 resulting from a water heater and the second instance was when additional water damage occurred in October 2014 from an upstairs unit's tub that overflowed into Complainant's unit, (b) the third and fourth instances were in August 2015 and January 2016, when her sink overflowed due to a sewage backup, and (c) the

fifth instance was in July 2017 because of a fire on an upstairs floor which resulted in the sprinkler system flooding the unit.

44. During HUD's investigation, Respondents did not address the first four instances of flooding but admitted that there was water damage in 2017 although they found it to be of little to no consequence. Flooding issues were not specifically noted in Complainant [Redacted Name] tenant file. Despite the repairs made by Respondents' maintenance in response to the damage, the affected carpet was left in place.
45. On or about October 31, 2017, Respondent Winston issued another written notice to Complainant [Redacted Name] advising her that Respondent Columbia Residential's Corporate office decided that it would be feasible for Complainant's carpet to be replaced at Complainant's expense. The notice included three quotes for repairs, replacement and costs equivalent to replacement of all the carpet. The notice also included an option for Complainant to reschedule carpet replacement. Complainant [Redacted Name] did not respond.
46. On or about June 12, 2018 Complainant [Redacted Name] filed a fair housing complaint ("HUD Complaint") because her requests to transfer had been denied, forcing her to have her minor son live with her mother.
47. Prior to June 12, 2018, Respondents denied Complainant's July 2017 request for a transfer based on their review of her unit and determination that there was minimal impact from the water leak in July 2017, the unit was in good repair and Complainant [Redacted Name] housekeeping was deficient.
48. After the filing of the HUD Complaint, Respondents denied Complainant's July 2017 request for a transfer because she failed to provide medical documentation to establish that the transfer was necessary.
49. Respondents took no action on Complainant [Redacted Name] October 2017 request for a transfer because Respondents considered it to be a duplication of her first request which Respondents had already handled.
50. There have been two additional instances of water damage to Unit [Redacted Name] in October and November of 2019 which Complainant [Redacted Name] reported to Respondents. In October of 2019 Complainant [Redacted Name] found standing water in her bathroom. In November of 2019 there was a bathtub leak in the unit that was also reported to Respondents.
51. As of June 2020, [Redacted Name] has lived apart from his mother and siblings for over 33 months.
52. As a result of Respondents' discriminatory conduct, Complainant [Redacted Name], Complainant's two other minor children, her adult son and her mother suffered actual damages, including but not limited to out of pocket costs, emotional distress, inconvenience and loss of a housing opportunity.



#### D. Legal Allegations

53. As described above, Respondents violated subsections 804(f)(1) and (f)(3)(B) of the Act by making housing unavailable to R.G. because of disability when Respondents denied Complainant **Redacted Name** request for a transfer to another unit to accommodate her minor son's disability-related need to live in a different unit. 42 U.S.C. §§ 3604(f)(1) and 3604(f)(3)(B); 24 C.F.R. §100.50(b)(3); 24 C.F.R. § 100.202(a).
54. As described above, Respondents violated subsections 804(f)(2) and (f)(3)(B) of the Act by discriminating in the terms and conditions of housing because of disability when Respondents denied Complainant **Redacted Name** second request for a transfer after Respondents had been provided with medical documentation about her minor son's disability and need for an accommodation. 42 U.S.C. §§ 3604(f)(2) and (f)(3)(B); 24 C.F.R. §100.50(b)(2) and §100.202 (b).
55. As described above, Respondents violated subsection 818 of the Act when Respondents ignored and refused to respond to Complainant **Redacted Name** second request for a transfer thereby interfering with Complainant **Redacted Name** and her minor son's exercise of their rights under the Act and their enjoyment of the dwelling. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(2).
56. As described above, Respondents violated subsection 818 of the Act when Respondents required Complainant **Redacted Name** to pay for replacement of the carpet in her unit in response to her request for a transfer to accommodate her minor son's disability-related need for the transfer, thereby interfering with Complainant **Redacted Name** exercise of her rights under the Act and enjoyment of the dwelling. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(2).
57. As a result of Respondents' discriminatory conduct, Complainant **Redacted Name**, her son **Redacted Name**, her two other minor children, her adult son, **Redacted Name**, and her mother, **Redacted Name**, have suffered actual damages, including but not limited to out-of-pocket costs, emotional distress, inconvenience and loss of a housing opportunity.

### 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(f)(1), 3604(f)(2), 3604(f)(3)(B) 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(f)(1), 3604(f)(2), 3604(f)(3)(B) 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 disability against any person in any aspect of the sale or rental of a dwelling;



3. Awards such monetary damages as will fully compensate Complainant, her minor children, her adult son and her mother 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 \_\_\_\_\_ day of June, 2020.

---

Kiara B. Griggs  
Acting Regional Counsel, Region IV

---

Robert A. Zayac  
Associate Regional Counsel, Region IV

---

Sherri R. Smith  
Trial Attorney, Region IV  
U.S. Department of Housing and Urban Development  
Office of the General Counsel  
Richard B. Russell Federal Building  
75 Ted Turner Drive, S.W., Suite 1070  
Atlanta, GA 30303  
Phone: (678) 732-2078; Fax: (404) 730-3315  
Email: [Sherri.R.Smith@hud.gov](mailto:Sherri.R.Smith@hud.gov)