

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(g)(2). HUD’s efforts to conciliate this complaint were unsuccessful. *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, Le Club II Condominium Association is charged with violating 42 U.S.C. §§ 3604(f)(2), (f)(3)(B) and 3617 as follows:

A. LEGAL AUTHORITY

1. 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, or (2) a person residing in or intending to reside in that dwelling after it is rented or made available, or (3) any person associated with that person. 42 U.S.C. § 3604(f)(2)(B); 24 C.F.R. § 100.202(b).
2. Discrimination under Section 804(f)(2) 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(a).
3. It is 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 the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b)

B. PARTIES AND SUBJECT PROPERTY

4. At all times relevant to this Charge, Complainant **Redacted Name** (“Complainant **Redacted**”) has been a person with a disability, as defined by the Act, 42 U.S.C. § 3602(h), and Complainant **Redacted Name** (“Complainant **Redacted**”) has been married to Complainant **Redacted**.
5. Complainants are “aggrieved persons” as defined by the Act, 42 U.S.C. § 3602(i); and have suffered damages as a result of Respondent’s conduct.
6. Respondent Le Club II Condo Association (“Respondent”) owns and operates Le Club II Condominium in Mount Laurel, New Jersey (“Subject Property”) at which Complainants

reside. The Subject Property is a 176-unit condominium complex and is a “dwelling” as defined by the Act, 42 U.S.C. § 3602(b).

7. The Subject Property is managed by Dan-Mar Management (“Management Co.”), which is located at 520 Fellowship Road, Mount Laurel, New Jersey 08054.

C. FACTUAL ALLEGATIONS IN SUPPORT OF CHARGE

8. Complainant [Redacted] has been physically disabled since 2001 when he was first diagnosed with Crohn’s disease. Additionally, Complainant [Redacted] has been diagnosed with various mental disabilities. Complainant [Redacted]’s physical and mental impairments substantially limit his ability to work, walk, think, socialize, sleep and maintain a routine.
9. On October 25, 2012, the Social Security Administration (“SSA”) determined that Complainant [Redacted] was disabled; he receives monthly disability benefits.
10. On October 30, 2013, Complainants purchased condominium unit [Redacted Name] at the Subject Property and moved in the following day.
11. At the time that Complainants purchased at and moved into the Subject Property, Respondent had an no dogs pet policy, which provided that:

No dogs will be kept in any units or common elements, except the dogs which were registered with the management company from unit survey data, and which were properly licensed with the township, prior to September 1, 1990.
12. On November 25, 2013, Management Co. sent a welcome letter to Complainants. Among other things, the letter contained the following, which was bold, underlined and completely capitalized: “**THE BOARD OF TRUSTEES PASSED A NEW RULE EFFECTIVE JULY 1, 1990; DOGS ARE NOT PERMITTED IN THE COMMUNITY.**”
13. On April 8, 2014, Complainant [Redacted] sent an email to the Management Co. requesting permission for a service dog as a reasonable accommodation for Complainant [Redacted]’s disabilities. The Management Co. replied via email asking Complainants to submit a doctor’s note and to specify the dog’s breed. That same day, Complainant [Redacted] replied that the dog will be an Alaskan Klee Kai.
14. On May 10, 2014, Complainant [Redacted] submitted her husband’s Social Security Disability letter and three doctor’s notes to the Management Co.
15. Complainant [Redacted]’s first doctor’s note, dated April 29, 2014, was written by [Redacted Name], Ph.D. Dr. [Redacted Name] is [Redacted Name] [Redacted Name] a New Jersey licensed psychologist and Fellow of American Board of Disability Analysts. His letter certified treatments for a mental health condition and stated the following:

Based on my evaluation, it is my professional opinion that Mr. [Redacted Name] condition would benefit from the presence of a mental health service dog. For example, the service dog can assist Mr. [Redacted Name] with reminding him to take his medication, reduce isolation and anxiety, and provide structure and routine in his daily life.

16. Complainant [Redacted Name] second doctor's note, dated May 8, 2014, was written by Dr. [Redacted Name], a doctor of internal medicine. The doctor's note read: "... it is recommended that patient have a service dog."
17. Complainant [Redacted Name] third doctor's note, dated May 7, 2014, was written by Dr. [Redacted Name], an orthopedic doctor with Mercer-Bucks Orthopaedics. The Dr.'s note read: "Need a service dog for his home."
18. Complainant [Redacted Name] May 10th email to the Management Co. also provided a detailed description of Complainant [Redacted Name] disabilities. In it, Complainant [Redacted Name] explained that her husband suffered from depression and anxiety which stems from two genetic debilitating diseases, Crohn's disease and Ankylosing Spondylitis. The email further stated the service dog would be used to retrieve Complainant [Redacted Name] medications, daily injections, and bring them to him at the correct times throughout the day. Complainant [Redacted Name] also stated that the breed of dog will be Alaskan Klee Kai and that it would weigh 15 pounds at most.
19. On May 12, 2014, Management Co. acknowledged receipt of Complainant [Redacted Name] May 10th email and confirmed that it would be submitted to Respondent' Board of Directors.
20. On July 3, 2014, Respondent sent a letter to Complainant [Redacted Name] stating it had denied her request to have an assistance animal for her husband. The letter stated that the rules of the condominium do not permit dogs and that the Board could not make an exception.
21. On July 7, 2014, Complainants obtained the above-stated Alaskan Klee Kai dog as an assistance animal for Complainant [Redacted Name].
22. On September 4, 2014, Respondent sent a letter to Complainant [Redacted Name] advising that the condominium's rules and regulations did not permit dogs. The letter required the dog's removal and written confirmation by Complainants no later than September 14th. The letter described Complainants' right to Alternative Dispute Resolution ("ADR") under the New Jersey Condominium Act, which had to be exercised in writing within ten days. Failure to submit such written request would result in the violation being considered valid and the imposition of fines.
23. On September 9, 2014, PAWS Training Center ("PAWS"), on behalf of Complainants, sent a letter to Respondent's Board which stated that it is a non-profit organization, which provides service dogs for persons with disabilities and also trains them. The letter explained that Complainants obtained a service dog, which was receiving training so that

it could retrieve specific items, wake Complainant [Redacted], and help mitigate symptoms of Complainant [Redacted] disability. There was no response to this letter until August 18, 2015.

24. On September 11, 2014, Complainants sent a letter to the Respondent. Complainants asked for ADR, while emphasizing that Complainant [Redacted] was permanently disabled and in need of a service dog to which, despite the condominium's regulations, he has a legal right. The letter included PAWS's September 9, 2014 letter as an enclosure. There was no response by Respondent to this correspondence until August 18, 2015.
25. On January 21, 2015, Complainant [Redacted] submitted to Respondent a completed unit survey form. The form provides a section for residents to identify their pets, which the form defines as cats or others while stating: "No Dogs." In this section, Complainant [Redacted] identified having a service dog named "[Redacted]," whose vaccinations were "up to date."
26. On August 18, 2015, Respondent's attorney sent a letter to Complainants referencing the rules and regulations of the condominium. The letter stated, in part:

No dogs shall be kept in any of the units or common elements, except: the dogs which were registered with the management company from unit survey data and which were properly licensed with the Township, prior to September 1, 1990...
27. The August 18th letter continued by stating that, since Complainants had bought their home after July 1, 1990, they were not permitted to have a dog on the premises at any time. The letter quoted Section 2 of Article IX of the By-laws entitled "Fines, which reads, "The Association shall have the power to levy fines against any members for violation(s) of any rule or regulations or use restrictions contained in the Master Deed, By-laws or rules and regulations..."
28. Respondent's August 18th letter also stated that Complainants have a right to participate in an Alternative Dispute Resolution ("ADR") session, and that the cost of the session would be \$250, with the Association and the Complainants each paying \$125.
29. Respondent's August 18th letter closed with the following statement:

In the event that you do not wish to participate in ADR, I demand that you notify my office **in writing** of your compliance with the governing documents within one (1) week of the date of this letter. Failure to do so, I have been authorized by the Board to initiate litigation. Any expense associated with the necessary legal action will become your obligation pursuant to the governing documents. In addition, fines will be imposed as set forth in the governing document. I hope that can be avoided by immediate compliance with this letter.

(emphasis in original.)
30. On August 20, 2015, Complainant [Redacted] responded to Respondents' letter. Complainant [Redacted] stated that her husband was disabled and allowed to have a service dog under the

American with Disabilities Act. Complainant [Redacted] again provided disability verification from the SSA and Complainant [Redacted] three doctors, as well as the letter from PAWS.

31. By letter dated, 2015, Respondent's attorney responded with the following: "[w]hile I understand your position regarding the 'service' dog, the governing documents of Le Club II Condominium Association prohibit dogs in the community as set forth in my recent correspondence."
32. Respondent's attorney's August 20th letter further required a written request, if Complainants wished to participate in ADR. Respondent Association's attorney reiterated that the hearing's cost of \$250 would be divided, so Complainants would have to pay \$125. The letter concluded by stating: "[y]ou will be able to present your testimony and evidence in support of your need for a service dog as well as state and federal laws that mandate at the time of the hearing."
33. On August 25, 2015, Complainant [Redacted] sent an email to Respondent stating: "I'm writing to inform you that I wish to participate in ADR and I am seeking legal council [sic] as well filing a complaint with HUD for a violation of the Fair Housing Act."
34. On August 27, 2015, Respondent's attorney wrote to Complainant [Redacted] to acknowledge receipt of her August 25, 2015 email request for ADR. After acknowledging receipt, the Respondent's attorney reiterated for the third time, that the ADR hearing cost would be \$250, to be split equally between the parties.
35. On August 28, 2015, the Fair Housing Council of Northern New Jersey ("FHCNNJ") wrote to the Respondent to inform them that Complainants requested a reasonable accommodation and had already submitted the appropriate supporting documentation.
36. The FHCNNJ enclosed in their August 28th letter, guidance on reasonable accommodations from the New Jersey Division of Civil Rights as well as the Joint Statement of the HUD and the Department of Justice.
37. On September 10, 2015, Complainants' Counsel advised Respondent that Complainants no longer wished to participate in an ADR session.
38. The September 10th letter stated that the rules and regulations promulgated by Respondent pursuant to the New Jersey Condominium Act are preempted by the Fair Housing Act, which invalidates any rules or policies that have a discriminatory effect. The letter further stated that Complainants had already provided Respondent with numerous doctors' notes of Complainant [Redacted] need for an assistance animal and that Respondent should respond by allowing this requested reasonable accommodation.
39. On December 14, 2015, Complainants submitted an additional letter from Dr. [Redacted Name] [Redacted]. The letter stated: "[Complainant [Redacted]] requires a service dog 24/7 for use at all times due to his medical condition ..." This was the fifth disability verification provided by Complainants to Respondent.

40. On May 2, 2016, Respondent notified all residents of Le Club II Condominium that new rules and regulations had been adopted to allow for compliance with the ADA, as it relates to service animals.
41. On May 10, 2016, Respondent sent a letter to the Complainants stating that new rules and regulations had recently been adopted by the Board with regard to service animals and that copies had been provided to all homeowners.
42. The May 10th letter also stated that the Board would reconsider Complainants' request for an assistance animal upon submission of all required documentation as outlined in the new Rules and Regulations. Respondent asked that all required documentation be submitted to them by May 18, 2016 for consideration at the next Board meeting to be held on May 23, 2016.
43. On May 24, 2016, Complainants' counsel wrote to Respondent, stating that Complainants had already provided all necessary documents in their request for a reasonable accommodation and that no additional information would be submitted.
44. As a result of Respondent's discriminatory actions, Complainants has suffered actual damages, including, but not limited to, emotional distress.

D. FAIR HOUSING ACT VIOLATIONS

45. As described above, Respondent discriminated against Complainants in the terms, conditions, or privileges of sale of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of the husband's disability when they refused to grant Complainant his requested reasonable accommodation when such accommodation was necessary to afford Complainant redacted an equal opportunity to use and enjoy his dwelling. 42 U.S.C. § 3604(f)(2)(B) and (3)(B); 24 C.F.R. §§ 100.202(b) and 100.204(a).
46. As described above, Respondent discriminated against Complainants by threatening and interfering with them in the exercise or enjoyment of, or on account of Complainants having exercised or enjoyed any right granted or protected by the Act. 42 U.S.C. § 3617 and 24 C.F.R. § 100.400(b).

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 Respondent with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(f)(2), (f)(3)(B) and 3617 and prays that an order be issued that:

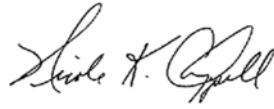
1. Declares that the discriminatory housing practices of Respondent as set forth above violate the Fair Housing Act, 42 U.S.C. §§ 3601-3619;
2. Enjoins Respondent, its agents, employees, and successors, and all other persons in active concert or participation with it, from discriminating because of disability in any aspect of the sale, rental, use, or enjoyment of a dwelling pursuant to 42 U.S.C. § 3612(g)(3);
3. Enjoins Respondent, its agents, employees, and successors, and all other persons in active concert or participation with it, from coercing, intimidating, threatening, or interfering with the Complainants or 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 by the Act pursuant to 42 U.S.C. § 3612(g)(3);
4. Mandates Respondent, 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; prevent similar occurrences in the future; and take fair housing training;
5. Awards such damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainants for damages caused by Respondent's discriminatory conduct;
6. Awards a civil penalty against Respondent pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
7. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

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