

**UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF HEARINGS AND APPEALS**

The Secretary, United States Department	)	
of Housing and Urban Development,	)	
on behalf of <b>NAME REDACTED</b>	)	
	)	HUDOHA No. _____
Charging Party,	)	FHEO No. 05-21-3146-8
	)	
v.	)	
	)	
Andrew Brenner & Madison Property, LLC	)	
	)	
Respondents.	)	
	)	

**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

Complainant **NAME REDACTED** timely filed a complaint with the U.S. Department of Housing and Urban Development (the "Department" or "HUD") on July 27, 2021, alleging that Respondents Andrew Brenner and Madison Property, LLC ("Respondents") discriminated against her based on her disability' in violation of the Fair Housing Act ("Act"), 42 U.S.C. §§ 3601-3619. The complaint was amended, on July 20, 2022, to add Andrew Brenner as a respondent and to amend the corporate entity name to Madison Property, LLC.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination ("Charge") 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 Complainant's Complaint and the findings contained in the attached Determination of Reasonable Cause, the

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While the Act uses the term "handicap," this Charge uses the term "disability" as interchangeable with "handicap."

Secretary charges Respondents Andrew Brenner and Madison Property, LLC with violating the Act as follows:

**A. LEGAL AUTHORITY**

1. It is unlawful to make unavailable or deny a dwelling to any buyer or renter because of a disability of that buyer or renter, or a person residing, or intending to reside, with that buyer or renter. 42 U.S.C. § 3604(O(1); 24 C.F.R. §§ 100.50(b)(1), 100.60(a), 100.202(a).
2. For the purposes of Subsection 3604(f), "discrimination" includes a "refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a disabled] person equal opportunity to use and enjoy a dwelling." 42 U.S.C. § 3604(0(3)(B); 24 C.F.R. § 100.204.
3. 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).
4. "Handicap," herein referred to as "disability," means, with respect to a person — "(1) a physical or mental impairment, which substantially limits one or more of such person's major life activities, (2) a record of having such impairment, or (3) being regarded as having such impairment . . ." 42 U.S.C. § 3602(h); 24 C.F.R. § 100.201.

**B. PARTIES AND SUBJECT PROPERTY**

5. Complainant **NAME REDACTED** has been diagnosed with anxiety. Complainant's disabilities substantially limit one or more of major life activities including, but not limited to, her ability to interact with others, care for herself, and work. Complainant is a person with a disability, as defined by 42 U.S.C. § 3602(h). Complainant has an assistance animal, a feline, that helps to ameliorate the effects of her disability. Her assistance animal works to alleviate the symptoms of her disability including by offering her affection, emotional support, and mood regulation.
6. At all times relevant to this Charge, Respondent Madison Property, LLC, owned an apartment building named Madison Place Apartments ("subject property") that is located at 515 West 7th Street, Winona, Minnesota, 55987.
7. At all times relevant to this Charge, Respondent Andrew Brenner served as the principal of Respondent Madison Property, LLC, and was the landlord for the subject property.
8. The subject property constitutes a "dwelling" within the meaning of 42 U.S.C. § 3602(b). The subject property is not exempt under the Act.

**C. FACTUAL ALLEGATIONS**

9. On March 13, 2021, Complainant filled out an online interest form on [Apartments.com](https://www.apartments.com) for the subject property.

10. On March 14, 2021, Respondent Brenner contacted Complainant by e-mail and asked if Complainant wanted to set up an appointment to view the subject property. She confirmed her interest and arranged for a showing of an available unit on March 20, 2021, at 3:00 p.m.
11. On March 20, 2021, Complainant met Respondent Brenner at the subject property and saw the available unit. She toured the subject property with her friend, Sharon Prosen.
12. While on the tour, Complainant told Respondent Brenner that she was interested in renting Unit 111. She was informed of the application process and the rental terms. Complainant agreed to pay the security deposit. Complainant wrote Respondent Brenner a check for \$500.00 and handed him the check.
13. During the showing of the subject property, Complainant informed Respondent Brenner and his employee, Lori Albrecht, that she had an assistance animal and that she wanted to live in the unit with her assistance animal.
14. Respondent Brenner's response to Complainant's disclosure of her disability-related need was to suggest that she get rid of the cat or rehome it until he adopted a pet policy.
15. On March 20, 2021, at 3:52 p.m., Respondent Brenner sent Complainant the application for an apartment at the subject property.
16. That same day, less than two hours after receiving the application, Complainant sent the completed application back to Respondent Brenner.
17. On March 25, 2021, Respondent Brenner approved Complainant's application and sent her a lease agreement for Unit 111 at the subject property.
18. Complainant replied to Respondent Brenner by e-mail and asked that the terms of the lease be modified, specifically to reflect that the tenancy begin on April 15 and that the rent be prorated for April.
19. Respondent's lease terms included a no-animals provision in paragraph 17.
20. Separately, that same day, the Complainant sent an e-mail to Respondent Brenner to remind him of their discussion of her need to live with her emotional support animal and to provide him the letter from her therapist that supported her request for a reasonable accommodation to his no-animals lease provision.
21. The letter, delivered to Respondent Brenner in her e-mail, was prepared and signed by therapist, Catherine Brightman, and was dated March 20, 2021. In the letter, Complainant's therapist identified her medical condition, her functional limitations, and her need for an assistance animal.
22. On the evening of March 25, 2021, Respondent Brenner responded to Complainants' e-mails stating in an e-mail, "Pets are not allowed, sorry."

23. The next day, on March 26, 2021, Complainant replied to Respondent Brenner's last e-mail. In her reply e-mail, Complainant told Respondent Brenner she had a legal right to reside with her assistance animal. To support this assertion, she provided Respondent a hyperlink to HUD's website that offered information on reasonable accommodations for people with disabilities.
24. Respondent Brenner replied to Complainant's e-mail, writing: "There are other places. Dont [sic] worry. I can refund your deposit."
25. Respondent Brenner did not communicate with Complainant again but listed Unit 111 at the subject property available for rental.
26. Complainant was forced to find alternative housing.
27. On April 7, 2021, Respondent Brenner returned Complainant's \$500.00 deposit for Unit 111 at the subject property.
28. Respondents did not rent out Unit 111 at the subject property until June 10, 2021, when a tenant signed a six-month lease for the unit. This tenant did not have an assistance animal.
29. As a result of Respondents' actions, Complainant suffered actual damages, including, but not limited to, physical and emotional distress, inconvenience, frustration, and loss of housing opportunity.

#### **D. FAIR HOUSING ACT VIOLATIONS**

30. Respondents violated subsections 804(O(1) and 804(f)(3)(B) of the Act by making housing unavailable to Complainant by denying Complainant's request for a reasonable accommodation, when such an accommodation was necessary to afford her an equal opportunity to use and enjoy the dwelling. 42 U.S.C. § 3604(O(1), (f)(3)(B); 24 C.F.R. §§ 100.202(a) and 100.204.
31. Respondents violated subsection 804(O(1), and made housing unavailable to Complainant, when they withdrew the offer of a rental lease in response to her disability disclosure and request for a reasonable accommodation. 42 U.S.C. §§ 3604(O(1); 24 C.F.R § 100.202(a).

### **III. CONCLUSION**

WHEREFORE, the Secretary of the U.S. Department 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 42 U.S.C. § 3604(O(1), (f)(3)(B) 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 of disability against any person in any aspect of the sale, rental, use or enjoyment of a dwelling;
3. Awards such damages as will fully compensate Complainant for the actual 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 civil penalty against each Respondent for each violation of the Act, 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).

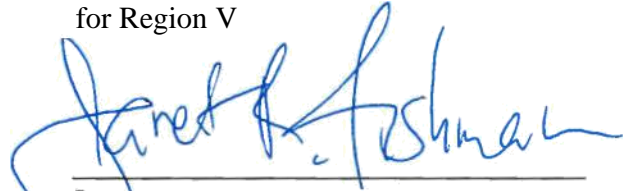
Respectfully submitted,



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