

I. LEGAL AUTHORITY AND FACTUAL BASIS FOR THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned HUD Complaint and the Determination of Reasonable Cause and No Reasonable Cause, Respondents are hereby charged with violating the Act 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 (1) 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); 24 C.F.R. § 100.202(b).
2. Discrimination under 42 U.S.C. § 3604(f)(2) includes the refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204.
3. It is unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on disability, or an intention to make any preference, limitation, or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.75.
4. 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 section 3604 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400.

B. PARTIES AND SUBJECT PROPERTY

5. Respondent Ronit is the owner of a multi-family property consisting of two rental units on the second floor and a commercial storefront on the first floor located at **ADDRESS REDACTED**, Jamestown, New York 14701 (the "Subject Property").
6. Respondent Tom is the property manager for the Subject Property.
7. The Subject Property is a "dwelling," as defined by the Act. 42 U.S.C. § 3602(b).
8. Complainant is a person with a disability, as defined by the Act. 42 U.S.C. § 3602(h); 24 C.F.R. § 100.201(a)(2). Complainant has been medically diagnosed with mental health disabilities that substantially limit one or more of her major life activities. Complainant has difficulty getting out of bed in the morning, sleeping, eating, interacting with people, and functioning independently.

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

C. FACTUAL ALLEGATIONS

10. Complainant receives treatment from Licensed Clinical Social Worker ("LCSW") Kristin Saunders, who specializes in mental health care and diagnosed Complainant with mental health disabilities.
11. Ms. Saunders has been treating Complainant since September 20, 2019. Ms. Saunders endorsed the use of an assistance animal to ameliorate the symptoms of Complainant's disabilities.
12. At all times relevant to this Complaint, Respondent Ronit has owned the Subject Property and Respondent Tom has acted as its property manager.
13. On February 1, 2021, Complainant moved into the Subject Property and signed a one-year lease that commenced on February 1, 2021, and ended January 31, 2022 (the "Lease"). The Lease contained a provision for automatic month-to-month renewal unless terminated.
14. The Lease states, in pertinent part:

The Tenant agrees that no pets of any kind shall be allowed in the Apartment. Failure to abide by this paragraph will result in immediate eviction without prior notice and forfeiture of all prepaid rent and deposits.
15. In November 2021, Complainant sent Respondent Tom her December rent payment and an undated letter requesting a reasonable accommodation to the "no pets" policy. The letter stated, in pertinent part:

[I] want to formally request that you allow me to have an Emotional Support Animal [{"ESA"}]. In this particular case, a cat. I have not obtained it yet. Although it is my right, I wanted to go through the proper channel first and request it of you ahead of time. I have been having an exceedingly difficult time and after discussing the situation with my doctor we agreed that an ESA will help alleviate my symptoms and provide much needed companionship. My doctor is providing me with a letter shortly and I will be happy to forward that to you once it arrives.

Please let me know your response in writing as soon as you can. I would like to start the process and have the ESA settled in before winter gets bad in January. I hope we can reach an agreement over this request as it will be greatly beneficial in continuing to make [me] feel more at ease in my

home. If you have any questions or requests, please do not hesitate to contact me.

16. On December 8, 2021, Complainant sent a text message to Respondent Tom asking, “Hey, did you receive my letter with December’s rent?”

17. On December 8, 2021, Respondent Tom responded by text message stating:

Hi Zuley, I got your rent, thank you. There is a lease agreement that indicates no pets. Luckily, your lease is up on January 3 [sic] and I am willing to let you out of the lease earlier. You can text me if you want to terminate your lease early or I will issue 30 days notice [sic] on December 31.

18. Respondents did not respond further to Complainant’s reasonable accommodation request.

19. At the expiration of the Lease on January 31, 2022, per the Lease terms, Complainant became a month-to-month tenant at the Subject Property.

20. On May 5, 2022, Complainant texted Respondent Tom and again requested a reasonable accommodation. The text read:

Good morning. I have a document regarding my formal request for an emotional support animal that I would like to email you. Can I please have your email address?

21. Respondents never responded to her May 5, 2022 text message.

22. On May 6, 2022, Complainant sent a reasonable accommodation request by certified mail to Respondent Tom. The package contained a letter requesting a reasonable accommodation and a letter from LCSW Saunders, dated December 9, 2021, supporting Complainant’s need for an assistance animal.

23. The United States Postal Service attempted delivery of the package but was unsuccessful. The package ultimately went unclaimed and was returned to sender (Complainant).

24. On May 19, 2022, Complainant acquired an assistance animal (cat).

25. On August 15, 2022, Complainant sent a text message to Respondent Tom to notify Respondents of her intention to vacate the unit by September 1, 2022.

26. On August 29, 2022, all parties were present for a move-out inspection.

27. During the inspection, Respondents told Complainant that they did not reply to her reasonable accommodation requests on the advice of their lawyer.
28. Complainant alleges that Respondent Ronit told her, “You should have told us you had mental problems before you moved in, and you should have moved out if you wanted a cat.”
29. As a result of Respondents’ discriminatory conduct, Complainant suffered actual damages, including emotional and physical distress.

III. FAIR HOUSING ACT VIOLATIONS

1. 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 of the “no pet” policy to keep an assistance animal. 42 U.S.C. §§ 3604(f)(2) and (f)(3)(B); 24 C.F.R. §§ 100.202(b) and 100.204(a).
2. As described in the paragraphs above, Respondents discriminated against Complainant by making a statement that indicates a preference, limitation, or discrimination based on disability or an intention to make such preference, limitation, or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.75.
3. As described in the paragraphs above, Respondents threatened to end Complainant’s lease by non-renewal because of her request for a reasonable accommodation. 42 U.S.C. § 3617; 24 C.F.R. § 100.400.

IV. 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(c), 3604(f)(2), and 3617 of the Act, and requests that an Order be issued that:

1. Declares that the discriminatory statement of Respondent Ronit, as set forth above, violates Section 804(c) of the Fair Housing Act, 42 U.S.C. §§ 3601-3609;
2. Declares that the discriminatory housing practices of Respondents, as set forth above, violate Section 804(f)(2), as defined by Section 804(f)(3)(B), of the Fair Housing Act, 42 U.S.C. §§ 3601-3619;
3. Declares that the discriminatory housing practices of Respondents, as set forth above, violate Section 818 of the Fair Housing Act, 42 U.S.C. §§ 3601-3619;

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

5. Enjoins Respondents, their agents, officers, employees, and successors, and all other persons in active concert or participation with any of them, from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his having made a reasonable accommodation request;

6. Mandates Respondents, their agents, employees, officers, 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;

7. Awards such monetary damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainant for damages caused by Respondents' discriminatory conduct;

8. Assesses a civil penalty 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

9. Awards any additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

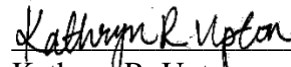
Respectfully submitted,



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