

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

Secretary, United States Department of)	
Housing and Urban Development, on behalf of)	
NAME REDACTED ,)	
)	
Charging Party,)	
)	HUDOHA No. _____
v.)	
)	FHEO No. 10-20-2794-8
Danielle Nourse, Joy Nourse, Zidec, LLC, and)	
Decoy RV Park LLC)	
)	
Respondents.)	
_____)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

NAME REDACTED (“Complainant **NAME REDACTED**”) timely filed a verified complaint with the U.S. Department of Housing and Urban Development (“HUD” or the “Department”) on May 13, 2020, and amended on March 16, 2021 (the “Complaint”). Complainant **NAME REDACTED** alleges Respondents Danielle Nourse, Joy Nourse, Zidec, LLC (“Respondent Zidec”), and Decoy RV Park LLC (“Respondent Decoy RV Park”) (collectively, “Respondents”), discriminated against her based on disability¹ in violation of the Fair Housing Act (“Act”), as amended, 42 U.S.C. §§ 3601 *et seq.* On May 14, 2020, HUD notified Respondents that, pursuant to 24 C.F.R. § 103.405(a)(3), it was investigating whether Respondents made housing unavailable based on disability, made discriminatory statements, and engaged in discriminatory retaliation.

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 cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. § 3610(g)(1)-(2). The Secretary has delegated that authority to the General Counsel, who has redelegated the authority to the Regional Counsel. 24 C.F.R. §§ 103.400, 103.405; 76 Fed. Reg. 42463, 42465 (July 18, 2011).

The Regional Director of HUD’s Office of Fair Housing and Equal Opportunity (“FHEO”) for Region X, on behalf of the Assistant Secretary for FHEO, has determined after investigation that reasonable cause exists to believe that a discriminatory housing practice has

¹ The term “disability” is used in place of, and has the same meaning as, the term “handicap” in the Act and its implementing regulations.

occurred in this case and has authorized the issuance of this Charge. 42 U.S.C. § 3610(g)(1) and (2)(A); 24 C.F.R. § 103.400(a)(2)(i).

II. **SUMMARY OF FINDINGS IN SUPPORT OF THIS CHARGE**

Based on HUD's investigation of the allegations contained in the Complaint and the resulting Determination of Reasonable Cause, HUD hereby charges Respondents with violating the Act as follows:

A. **Legal Authority**

1. It is unlawful to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of that person. 42 U.S.C. § 3604(f)(1); 24 C.F.R. § 100.202(a).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability of that person. 42 U.S.C. § 3604(f)(2); 24 C.F.R. § 100.202(b).
3. Discrimination under 42 U.S.C. § 3604(f)(1) and (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 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(a).
4. It is unlawful to make, print, or publish any statement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on disability, or an intention to make such a preference, limitation, or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.50(b)(4); 24 C.F.R. § 100.75.
5. 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. Sections 3603-3606. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b).
6. The Act defines "handicap" as a physical or mental impairment which substantially limits one or more of such person's major life activities. 42 U.S.C. § 3602(h)(1); 24 C.F.R. § 100.201. Although the term "handicap" appears in the Fair Housing Act and its implementing regulations, the Charge and Determination of Reasonable Cause use the terms "disability" and "handicap" interchangeably.
7. The Act defines an "aggrieved person" to include 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.

8. The Act defines a "dwelling" to mean any building, structure, or portion thereof which is occupied as, or designated or intended for occupancy as a residence by one or more families. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.
9. Pursuant to the Act, a person is "directly liable for [t]he person's own conduct that results in a discriminatory housing practice." 24 C.F.R. § 100.7(a)(1)(i). A person also is "directly liable" under the Act for "failing to take prompt action to correct and end a discriminatory housing practice by that person's employee or agent, where the person knew or should have known of the discriminatory conduct," 24 C.F.R. § 100.7(a)(1)(ii), and "failing to take prompt action to correct and end a discriminatory housing practice by a third party, where the person knew or should have known of the discriminatory housing conduct and had the power to correct it." 24 C.F.R. § 100.7(a)(1)(iii).
10. Pursuant to the Act, "a person is vicariously liable for a discriminatory housing practice by the person's agent or employee, regardless of whether the person knew or should have known of the conduct that resulted in a discriminatory housing practice, consistent with agency law." 24 C.F.R. § 100.7(b).

B. Parties and Subject Property

11. Complainant **NAME REDACTED** is an individual with a disability within the meaning of the Act. 42 U.S.C. § 3602(h); 24 C.F.R. § 100.201. Complainant **NAME REDACTED** has a mental impairment that substantially limits her major life activities including her ability to care for herself and to obtain employment.
12. Complainant **NAME REDACTED** is an aggrieved person as defined by 42 U.S.C. § 3602(i) who has suffered damages as a result of Respondents' conduct.
13. The subject property is located at **ADDRESS REDACTED**, Caldwell, ID **ADDRESS REDACTED** (hereinafter "Subject Property"). The Subject Property is located at a recreational vehicle ("R.V.") park known as "Decoy RV Park." The Subject Property is a "dwelling" within the meaning of the Act. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.
14. At all times relevant to this Charge, Respondent Zidec, LLC d/b/a Decoy RV Park owned the Subject Property.
15. At all times relevant to this Charge, Respondents Joy Nourse and Danielle Nourse served as the property managers for the Subject Property on behalf of Respondents Zidec, LLC and Decoy RV Park LLC.
16. At all times relevant to this Charge, either Respondent Decoy RV Park LLC or Respondent Zidec, LLC managed the business operations for the Subject Property.

C. Factual Allegations

17. On or about December 1, 2019, Complainant **NAME REDACTED** signed a lease agreement to reside in her RV trailer at the Subject Property known as Decoy RV Park. Shortly thereafter, Complainant **NAME REDACTED** began residing in her RV trailer at the Subject Property.

18. On April 5, 2020, Complainant **NAME REDACTED** sent a text message to onsite property manager Respondent Danielle Nourse, advising her that Complainant **NAME REDACTED** had obtained an assistance animal for her disability. The text message read:

“I must inform you that i have gotten a service dog, who is currently in training. I had to say goodbye to my last one a few years ago, and have determined that i need that service. I have been approved for medicaid, and scheduled an appointment with the counselor i used to see here, before i moved away. That appointment is on 21st, and should be when i will receive documentation, that i can provide for you.”

19. On April 6, 2020, Respondent Danielle Nourse sent Complainant **NAME REDACTED** a text message reply informing Complainant **NAME REDACTED** of the weight limits to have a dog on the property and that Complainant **NAME REDACTED**'s rent would increase. The text message stated:

“Ok, as long as it’s within the weight limits in the rental agreement, sounds good! Your rent will go up \$14 starting May 1st (\$389) . . .”

20. Complainant **NAME REDACTED** replied asking about the weight limit restrictions. Respondent Danielle Nourse clarified:

“15lbs. Joy [Respondent Joy Nourse] is pretty strict on that. I know she doesn’t allow bigger dogs in the park, service dog or not, they don’t want that liability of someone getting bit.”

21. On April 26, 2020, Complainant **NAME REDACTED** sent Respondent Danielle Nourse a text message of a medical provider’s letter dated April 21, 2020, stating Complainant **NAME REDACTED**'s disability-related need for an assistance animal. The letter stated:

“To Whom it May Concern: This letter is to inform you that **NAME REDACTED** has been prescribed a therapeutic pet as part of her mental health therapy. **NAME REDACTED**'s companion animal has been prescribed to help her manage her psychiatric symptoms and is an integral part of her therapy.”

22. Complainant **NAME REDACTED**'s assistance animal alleviates the effects of Complainant **NAME REDACTED**'s disabilities by providing therapeutic emotional support and alleviating symptoms of post-traumatic stress disorder.

23. After receiving the letter from Complainant **NAME REDACTED**'s medical provider, on April 29, 2020, Respondent Danielle Nourse sent a text message reaffirming the weight limit restrictions and pet fee. Respondent Danielle Nourse wrote:

“As long as your service dog is 15lbs or under it will be fine, your rent will go up to \$389 a month plus power. And if your dog is bigger it is not allowed, service dog or not, I talked with Joy [Respondent Joy Nourse] and that is the policy...”

24. On May 12, 2020, Complainant **NAME REDACTED** sent a text message to Respondent Danielle Nourse again requesting a reasonable accommodation to Respondents' pet weight restrictions and pet fee and explaining she had been prescribed her assistance animal due to her disability. Complainant **NAME REDACTED** wrote:

“Danielle, My [sic] therapy dog, Attie, (in training for service animal) is more than 15lbs. According to the fair housing act, I am exempt from any pet policy, and can not be charged additional rent, because she is not just a pet. She has been prescribed to me due to my disability, and I have provided a copy of that letter of accommodation from my provider.”

25. The next day, Respondent Danielle Nourse denied Complainant **NAME REDACTED**'s reasonable accommodation request by replying:

“I'm sorry, but you are not allowed any kind of dog over 15lbs in our RV park. Joy [Respondent Joy Nourse] says she has dealt with this a lot she has made very strict rules and everything is in the rental agreement and cover sheet, you will have to be gone by June 1st if you decide to keep the dog. I'm sorry about that, but we have rules in place for a reason.”

26. After receiving Respondent Danielle Nourse's message, Complainant **NAME REDACTED** continued to reside at the Subject Property with her assistance animal.

27. On May 21, 2020, Complainant **NAME REDACTED** received a notice from Respondents terminating her tenancy. The notice stated:

“Dear **NAME REDACTED** (space **ADDRESS REDACTED**). This letter is to inform you that Decoy RV Park will no longer be accepting rent from you. Your last day to leave the property will be May 31st 2020.”

28. On June 2, 2020, Complainant **NAME REDACTED** vacated the Subject Property and moved her trailer off the subject property and into storage. Unable to afford the storage fees, Complainant sold her RV a few months later. After vacating the subject property, Complainant experienced homelessness, living out of her car or alternatively with friends and family.

29. As a result of Respondents' discriminatory conduct, Complainant suffered actual damages, including but not limited to economic loss, lost housing opportunity, and emotional distress.

D. Fair Housing Act Violations

30. As described above, Respondents discriminated against Complainant in the rental of a dwelling based on disability when they refused to grant her request for a reasonable accommodation and subsequently terminating her tenancy, thereby forcing her to vacate the Subject Property. 42 U.S.C. §§ 3604(f)(1) and (f)(3)(B); 24 C.F.R. §§ 100.202(a) and 100.204(a).

31. As described above, Respondents discriminated in the terms, conditions, or privileges of the rental of a dwelling because of a disability when they refused to grant her request for a reasonable accommodation. 42 U.S.C. §§ 3604(f)(2) and (f)(3)(B); 24 C.F.R. §§ 100.202(b) and 100.204(a).

32. As described above, Respondents made statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination based on disability. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.50(b)(4); 24 C.F.R. § 100.75(a), (b), (c).

33. As described above, Respondents violated Section 818 of the Act by coercing, intimidating, threatening, and interfering with Complainant in the exercise and enjoyment of, or on account of having exercised or enjoyed, any right granted or protected by 42 U.S.C. § 3604. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b)

III. CONCLUSION

WHEREFORE, the Secretary of HUD, through the Office of Regional Counsel in the Seattle Regional Office, 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 the Act, and requests that an Order be issued that:

1. Declares that Respondents' discriminatory housing practices, as set forth above, violate Subsections 804(f)(1), 804(f)(2), 804(f)(3)(B), 804(c), and 818 of the Act as amended, 42 U.S.C. §§ 3601, *et seq.*;
2. Enjoins Respondents and their agents, employees, and successors, and all other persons in active concert or participation with them, from further violations of the Act, pursuant to 42 U.S.C. § 3612(g)(3);
3. Requires Respondents and their agents, employees, and successors, and all persons in active concert or participation with them to attend, at Respondents' expense, training that addresses the Act's prohibitions against discrimination based on disability, pursuant to 42 U.S.C. § 3612(g)(3);
4. Requires Respondents to establish a non-discriminatory assistance animal policy and practice, pursuant to 42 U.S.C. § 3612(g)(3);

5. Awards such damages as will fully compensate Complainant for any and all damages caused by Respondents' discriminatory conduct, pursuant to 42 U.S.C. § 3612(g)(3);
6. Assesses the maximum 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
7. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted on this _____ day of _____.

James R. Froembling
Regional Counsel for Region X

Jeana K. Poloni
Associate Regional Counsel for
Litigation, Region X

Maryl H. Evans
Trial Attorney, Region X
U.S. Department of Housing and Urban Development
909 1st Avenue, Suite 310
Seattle, Washington 98104
Phone: (206) 220-5416
Fax: (202) 485-5740
Maryl.H.Evans@hud.gov