

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations in the aforementioned complaint, as set forth in the attached Determination of Reasonable Cause, the Respondents are charged with violating the Fair Housing 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 therewith, because of a disability. 42 U.S.C. § 3604(f)(2).
2. It is unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604 (3)(b).

B. Parties

3. Complainant, Robert Dublirer, is a physically disabled person with mobility impairment. Complainant is required to use forearm crutches to assist him with his disability. The Complainant has a New Jersey Division of Motor Vehicles Handicapped Identification Card, Disabled Person ID and a New York City Special Parking ID.
4. Respondent 2000 Linwood Avenue Owners Inc. is a cooperative corporation owned by resident shareholders, and the owner of Mediterranean Towers South ("Med. South"), a private apartment complex located at 2000 Linwood Avenue, Fort Lee, New Jersey. This cooperative corporation is self-managed. The apartment building was constructed as rental property in 1967, and converted to cooperative apartments on August 9, 1983. Designated handicap parking spaces were not required in 1967 and were not installed by the original developer.
5. Respondent Rita Neary, is employed by the cooperative. She is the Property Manager of the subject property. One of Ms. Neary's responsibilities as Property Manager is to assign parking spaces. At the time of the investigation, Respondent Neary was using parking space #K1, on the second level of the garage, which is 13 feet from the fire door. She is provided with a key to access the fire entrance.

C. Factual Allegations

6. Med. South consists of 449 apartments owned and operated by resident shareholders and 34 apartments owned by the Cooperative Conversion Sponsor, who also rents these units. Although parking spaces are not dedicated to individual units, each coop unit is

assigned one parking space for each apartment owner who is a licensed driver and has a car.

7. Complainant Dublirer and his wife purchased a unit at the subject property in the summer of 2002. At all relevant times to this charge, the Complainant resided at the subject property and presently still resides there.
8. During an admissions meeting held in June 2002 between Complainant and the Respondents' Board Members in connection with Complainant's purchase of the unit at the subject property, the Complainant conveyed to the Board Members that he would need a handicap parking space. The Board informed the Complainant that the facility did not have handicap parking but did offer what they called Preferential Parking and Valet parking. Based on this conversation, the Complainant believed that the "Preferential Parking" provided spaces that were equivalent to handicap spaces and that they were close to the building but just not labeled "handicap."
9. The majority of the parking spaces at the subject property are located in a garage adjacent to the building. This garage is connected to the apartment building by stairs that lead to the main lobby. There are 273 spaces on the upper level and 283 on the lower level, of which 38 spaces are reserved for valet service. Additionally, there are 71 outdoor spaces surrounding the building.
10. When Complainant arrived at the subject property, he went to the rental office and spoke to the Property Manager, Rita Neary, about the Preferential Parking. Respondent Neary told the Complainant that he would be placed on a list for Preferential Parking. He would be assigned a regular parking space and a second space off of the Preferential List when his name came up. She also reminded him about the Valet services. The Complainant found that the Valet Services did not resolve his need for a handicap parking space. Complainant was required to pass the front entrance of the building, drive into the lower level and hand his keys over to an attendant. Complainant would then have to walk up a flight and a half of steps in-order to regain entry to the building. Valet parking is further away from most of the assigned parking spaces. Furthermore, unit owners are required to pay for their designated parking spaces in addition to using the valet services. Valet Parking would be an additional expense for the Complainant. There is an approximate \$3 charge for the first 4 hours, and an approximate \$6 charge for 24 hours, per day.
11. In addition to the valet parking, the Complainant and his wife were originally assigned an indoor parking space on the lower deck, #Q54. Space #Q54 was located approximately 172 feet from the rear entrance of the building. The Complainant paid approximately \$40 a month for this space. Based on the location of space #Q54, the Complainant had to climb 17 steps and walk an additional 16 feet through a hallway to reach the lobby of the building.
12. During the month of July 2002, the Complainant continued to verbally request a reasonable accommodation for a space on the upper deck near the door to the lobby.

He spoke to Respondent Neary, as well as her secretary, Lisa Alfano. The Complainant was reminded that there were no handicap spaces and also informed that he was still on the Preferential Parking waiting list.

13. Two months later, in August 2002, the Respondent Property Manager, Rita Neary, assigned the Complainant a second space, #29. This was an outdoor space located approximately 222 feet from the front entrance of the building. The Complainant paid approximately \$30 for this space in addition to paying for space #Q54 as discussed in paragraph 11 above.
14. During the fall of 2002, the Complainant was made aware that the Respondents were reassigning approximately 36 spaces. The Complainant's wife spoke with the staff in Respondents' management office and requested a reassignment of one of their parking spaces to one that was closer and indoors, as a reasonable accommodation request. However, the Complainant did not receive a new parking assignment out of these 36 spaces.
15. In view of the Respondents' refusal to grant the Complainant's reasonable accommodation request, the Complainant made independent efforts to try and find a closer parking space. The Complainant was able to make arrangements with two separate unit owners to sublet and use their parking spaces, #E27 and #E46.
16. Although further away than his assigned outdoor space #29 and #Q54, for the winter of 2002-2003, the Complainant sublet space #E27. Space #E27 is 411.8 feet away from the entry door leading through the parking lot, but it is indoors, in the upper garage, and would require him to manage 4 steps to get into the lobby as opposed to the 17 steps that he must manage from #Q54 in the lower garage. For the 2004-2005 winter season, the Complainant sublet space #E46. Space #E46 is 174.5 feet away from the entry door, still a great distance from the lobby entrance. The investigation also revealed that, once the Complainant arrived at this entry door, he would have to push a bar style door open with a push force that exceeds 15 lbs. The passageway after the door is 15.1 feet leading to an automatic door and another entranceway of 24.1 feet to a third door with a knob bringing the Complainant to the lobby and the elevator bank. Complainant continued to suffer as he made attempts to maneuver the distance to the lobby with his forearm crutches. Complainant had to pay each of the unit owners for the sublet parking spaces in addition to the money that he was already paying monthly for his assigned spaces.
17. The Complainant continued to pursue his request for a reasonable accommodation. By a letter to the Board dated April 27, 2003, Complainant's wife requested a closer parking space to accommodate the Complainant's disability. On May 6, 2003, the Complainant presented a written request directly to the Board.
18. The Complainant also reiterated his request for a reasonable accommodation to the President of the Board, David Hochstadt, during the summer of 2003 and again on November 15, 2003. During one of these encounters, the Complainant was informed

that no additional accommodations could be made for him. Mr. Hochstadt specifically told the Complainant that he should get a motorized scooter or wheelchair to get inside the building. The Complainant told Mr. Hochstadt that he felt there was no other recourse but to file a discrimination complaint with HUD. Mr. Hochstadt told the Complainant, "You don't want to do that."

19. During the winter of 2002 - 2003, the Complainant suffered numerous falls in the parking lot attempting to gain entry to the building after parking his vehicle. Complainant sustained both physical and emotional injuries, including, but not limited to, bruises and hematomas. In these falls, Complainant's clothing was stained and torn. Complainant continued to suffer with using his forearm crutches against the weather elements and lack of snow removal from the outdoor garage parking spaces where the Complainant was assigned.
20. The Complainant continued to suffer during the winter of 2004. Complainant fell on the concrete floor several times on both the first and second floors of the parking decks. The floor surfaces on both the upper and lower decks of the parking garage at the subject property are slippery when wet, which is usually persistent in the winter when there is inadequate snow removal from the garage. On January 13, 2004, the Complainant was diagnosed with a shoulder injury attributed to stress on his shoulder from the extensive use of his crutches. Physical therapy was prescribed for this injury.
21. On February 9, 2004, Complainant was assigned to outdoor space #37, which was still approximately 158 feet from the front entrance of the building. By letter dated March 29, 2004, the Complainant relinquished indoor space #Q54.
22. In May of 2004, the Complainant was offered space #14. Complainant began using space #14 on May 7, 2004 and is presently still using it. However this space is also outdoors and still exposes the Complainant to the weather elements during the winter. Furthermore, space #14 measures 108.1 feet away from the lobby entrance.
23. Respondents were asked on numerous occasions to provide copies of their policy for assigning parking spaces, any list explaining who was designated which space and any additional parking rules. The last request was made in June 2006. Respondents replied to the request in July 2006. Respondents stated they do not maintain a list of assigned spaces. Respondents only provided the current waiting list for parking spaces.
24. Respondents violated the Act by refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations were necessary to afford the Complainant an equal opportunity to use and enjoy his dwelling. Respondents refused to provide Complainant with either one of his requested indoor garage spaces, #L4, #L5, or #L8 among others, or to provide a parking space closer to the premises that would assist him in entering the lobby of his building. Providing the Complainant with a space closer to the building would decrease his burden of having to climb numerous steps and or negotiate the parking lot during inclement weather with his crutches. 42 U.S.C. §

3604 (f)(3)(B).

25. As a result of Respondents' discriminatory conduct, the Complainant suffered damages, including emotional and physical distress, embarrassment and humiliation.

E. Fair Housing Act Violations

WHEREFORE, the Secretary of Housing and Urban Development, through the office of the General Counsel, and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges the Respondents with engaging in discriminatory housing practices in violation of 42 U.S.C. §3604 (f), and prays that an order be issued that:

1. Declares that the discriminatory housing practices of the Respondents as set forth above violate the Fair Housing Act, 42 U.S.C. §§ 3601-3619;
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating because of handicap status against any person in any aspect of the sale, rental, use, or enjoyment of a dwelling pursuant to 42 U.S.C. § 3612(g)(3);
3. Awards such damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainant for his humiliation, embarrassment, and emotional and physical distress caused by Respondents' discriminatory conduct;
4. Awards Complainant one of the requested indoor garage spaces #L4, #L5 or #L8;
5. Awards an \$11,000 civil penalty against Respondents for each violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3); and

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

Respectfully submitted,

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