

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based upon HUD's investigation of the allegations contained in the aforementioned complaint and the findings contained in the attached Determination of Reasonable Cause, the Secretary charges Respondent with violating the Act as follows:

1. It is unlawful for any person to make unavailable or deny a dwelling to any buyer or renter because of a disability of that buyer or renter. 42 U.S.C. § 3604 (f)(1); 24 C.F.R. §§ 100.50 (b)(1) & (3), 100.60(b)(5) and 100.202 (a).
2. 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 a person residing in that dwelling. 42 U.S.C. § 3604 (f)(2); 24 C.F.R. §§100.50(b)(2), 100.65(a) and 100.202(b).
3. It is unlawful to discriminate against any person by refusing 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) and (b).
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 the Fair Housing Act. 42 U.S.C. 3617; 24 C.F.R. §§100.400(b) and (c)(5).
5. Complainant Cora Mitchell, born September 16, 1996, has a disability as the term is defined in the Act. 42 U.S.C. Section 3602(h); 24 C.F.R. Section 100.201. She suffers from cerebral palsy and experiences seizures. These conditions substantially limit her major life activities.
6. Respondent Mahmoud Hussein is the owner of the subject single family, non-owner occupied house located at 104 North Main Street, Windsor Locks, Connecticut.
7. In or about the summer of 2005, Complainant Ann Mitchell wanted to transfer her housing choice voucher from Pennsylvania to Connecticut. She contacted the Windsor Locks Housing Authority regarding available properties in the area and the authority located the subject rental house advertised by the Respondent as being available for rental in July 2005.
8. On or about June 29, 2005, Complainant Ann Mitchell inspected the subject house and met with Respondent Mahmoud Hussein. At that time Ms. Mitchell explained that her daughter suffered from a disability and required a service animal. The Respondent told

Complainant that he refused to rent the unit to her if the service animal was going to be present on the premises.

9. Complainant needed to move her family before the start of the school year to avoid disrupting both her daughters' education, so she felt compelled to place Cora's service animal with another family and sign the lease offered by Respondent.
10. On July 15, 2005, Complainant moved her family into the subject house without Cora's service animal.
11. By September 2005, the frequency and severity of Cora's seizure activity substantially increased.
12. On or about November 21, 2005, Cora's doctor confirmed that her seizure episodes had increased markedly due to the loss of her service animal and he recommended procuring a "therapy dog" for Cora.
13. Shortly thereafter Complainant began to repeatedly attempt to give Respondent a copy of the letter from Cora's doctor explaining that her disability required a service animal, but Respondent continued to refuse to allow Cora to have a service animal at the subject property.
14. Each time Complainant went to pay her rent at the Respondent's restaurant she attempted to show the Respondent the letter from Cora's doctor. Complainant attempted to show Respondent the doctor's letter on January 1, February 1, March 1, and April 1, 2006. Each time Respondent refused to discuss Cora's need for the service animal.
15. In April 2006, Cora was accepted into the East Coast Assistance Dog Organization for training beginning in February 2007.
16. On or about June 9, 2006, Complainant discussed renewing her lease with Respondent and explained that her daughter needed a service animal. Complainant informed Respondent that Cora would be getting a service animal in February 2007.
17. On or about June 9, 2006, Respondent refused to renew Complainant's lease upon hearing Cora would be getting a service animal.
18. On or about June 12, 2006, Respondent called the Section 8 Coordinator at the Windsor Locks Housing Authority, Jaimie Mantie. Respondent informed Ms. Mantie that he would not allow Complainant to have a dog on his property. Ms. Mantie explained to Respondent that Cora Mitchell required a service animal. Ms. Mantie explained to Respondent that service dogs are specially trained and "don't even go to the bathroom without being told to."

19. Respondent continued to refuse Complainant's requests to accommodate her daughter Cora's disability and allow her to have a service animal. Respondent refused to renew Complainant's lease and would only allow her to remain on the property on a month to month basis until she found another residence.
20. On or about the afternoon of June 12, 2006, Complainant visited Ms. Mantie in her office and stated she would be filing a complaint against the Respondent for refusing to allow Cora to have her service animal at the subject residence and for refusing to renew her lease.
21. After filing the Complaint Ms. Mitchell was no longer comfortable going to the Respondent's restaurant to pay the rent. On or about July 1, 2006, Ms. Mitchell began mailing her rent via certified mail to the Respondent. Ms. Mitchell's lease does not specify how the rent is to be paid.
22. The Section 8 Coordinator at the Windsor Locks Housing Authority, Jaimie Mantie, called Respondent to inform him that Ms. Mitchell would be sending her rent via certified mail.
23. Respondent refused to accept Complainant's certified letters containing the rent check.
24. Respondent continued to accept the Housing Authority's portion of Complainant's rent via mail and deposited the checks from the Housing Authority.
25. On or about September 9, 2006, Respondent served Complainant Ann Mitchell with a "Notice to Quit Possession" of the subject property based on "Lapse of time."
26. On or about November 30, 2006 Complainant and her family moved from the subject house.
27. Respondent's refusal to allow Cora Mitchell to have a service animal constitutes a failure to provide a reasonable accommodation in violation of § 804(f)(3)(B) of the Act. 42 U.S.C. § 3604(f)(3)(B).
28. By refusing to allow Cora Mitchell to have a service animal Respondent made a dwelling unavailable because of Cora Mitchell's disability in violation of §804(f)(1). 42 U.S.C. §3604(f)(1).
29. By refusing to allow Complainant Cora Mitchell to have a service animal Respondent discriminated in the terms, conditions or privileges of the rental of a dwelling because of disability in violation of §804(f)(2). 42 U.S.C. §3604(f)(2).

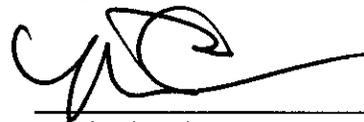
30. In retaliation for Ms. Mitchell having exercised her rights under the Fair Housing Act, Respondent refused to accept Ms. Mitchell's rent via certified mail and attempted to evict her in violation of §818. 42 U.S.C. 3617.
31. As a result of the Respondent's conduct, Complainants Ann Mitchell and Cora Mitchell suffered damages, including economic loss and emotional distress.

III. CONCLUSION

WHEREFORE, the Secretary of Housing and Urban Development, through the Office of the Regional Counsel for New England, 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 §3617 and prays that an order be issued that:

1. Declares that the discriminatory housing practices of Respondents as set forth above violate the Fair Housing Act, as amended, 42 U.S.C. Sections 3601-3619;
2. Enjoins Respondent, his agents, 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 purchase or rental of a dwelling;
3. Awards such damages as will fully compensate Ann Mitchell and Cora Mitchell for their economic loss and emotional distress caused by the Respondent's discriminatory conduct;
4. Awards a civil penalty against Respondent for each violation of the Act pursuant to 42 U.S.C. Section 3612(g)(3);
5. Awards such additional relief as may be appropriate under 42 U.S.C. Section 3612(g)(3).

Respectfully submitted,



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JUN - 7 2007

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