

**UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF ADMINISTRATIVE LAW JUDGES**

The Secretary of the United States	)	
Department of Housing and Urban	)	
Development, on behalf of Jeremiah	)	
Stadtlander and other Aggrieved Parties	)	
	)	
Charging Parties	)	FHEO No. 04-08-0483-8
v.	)	
	)	
Warren Properties, Inc., Laurie Weaver	)	
and Evelyn Graves	)	
	)	
Respondents	)	
_____	)	

**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On or about February 22, 2008, Jeremiah Stadtlander (“Complainant”) filed a written complaint with the United States Department of Housing and Urban Development (“HUD”) alleging that Warren Properties, Inc., Laurie Weaver and Evelyn Graves (“Respondents”) discriminated against him on the basis of disability in violation of the Fair Housing Act (“Act”), 42 U.S.C. §§ 3601-3619. In particular, Mr. Stadtlander alleged that Respondents denied his and his family’s requests to transfer to a lower level, three-bedroom unit at Warren Village (“subject property”). Efforts at conciliating his complaint were unsuccessful.

The Act authorizes the issuance of a charge of discrimination 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 of HUD has delegated to the Assistant Secretary for Fair Housing and Equal Opportunity the authority to make such a determination; and to the General Counsel the authority to issue such a charge of discrimination. The General Counsel has redelegated to the Regional Counsel the authority to issue such a charge.

By Determination of Reasonable Cause dated March 3, 2009, the Director of the Fair Housing Hub, Office of Fair Housing and Equal Opportunity for New England, has determined that reasonable cause exists to believe that a discriminatory housing practice

has occurred in this case, and has authorized and directed the issuance of this Charge of Discrimination.

## II. SUMMARY OF THE ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of this complaint and the following allegations, the Respondents are charged with violating the Act as follows:

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 a dwelling, because of a disability of that person. 42 U.S.C. § 3604(f)(2)(A); 24 C.F.R. § 100.202(b) (2008).
2. It is unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodation may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a) (2008).
3. The Act defines "handicap" as a physical or mental impairment which substantially limits a person's major life activities, a record of such an impairment or being regarded as having such an impairment. 42 U.S.C. § 3602 (h)(1), (2) & (3); 24 C.F.R. § 100.201.
4. At the time that he moved to Warren Village, Jeremiah Stadtlander was mobility impaired and required the use of crutches and braces to walk; thus he has a handicap as the term is defined in the Act. 42 U.S.C. § 3602(h); 24 C.F.R. Section 100.201.<sup>1</sup> Complainant also required the daily use of physical therapy equipment as a result of his impairment.
5. At all times relevant to the allegations contained herein, Respondent Warren Properties, Inc. ("Warren Properties") owned Warren Village, located at 6427 Airport Boulevard, Mobile, Alabama.
6. At all times relevant to the allegations contained herein, Respondent Laurie Weaver was the property manager at Warren Village.
7. At all times relevant to the allegations contained herein, Respondent Evelyn Graves was employed by Warren Properties as the area supervisor for several properties, including Warren Village, and supervised Respondent Weaver.
8. On or about August 18, 2007, Complainant's mother, Ruha'mah Stadtlander ("Ms. Stadtlander"), and Complainant's brother, Beaumont Carroll ("Mr.

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<sup>1</sup> Although the term "handicap" appears in the Fair Housing Act, the Charge and Determination will use "disability" in its place.

Carroll”), went to the subject property to apply for a rental unit to be occupied by Complainant and Mr. Carroll.

9. Ms. Stadtlander and Mr. Carroll spoke with Warren Properties employee Cynthia Seals and explained that Complainant, due to his disability, required a first-floor, three-bedroom apartment, near the front of the property which is on the side of the building closest to a bus stop required for Complainant’s transportation needs.
10. Ms. Seals informed Ms. Stadtlander and Mr. Carroll that no such units were presently available; however, she assured them that one would likely become available in a few weeks.
11. On or about August 18, 2007, Ms. Seals showed Ms. Stadtlander and Mr. Carroll unit #195, a two-bedroom unit on the second floor, near the front of the property.
12. On or about August 20, 2007, Ms. Stadtlander and Mr. Carroll returned to the subject property to meet with Respondent Weaver; at that time Mr. Carroll signed the lease for unit #195 with the understanding that a downstairs unit would become available shortly.
13. During the August 20, 2007 meeting with Respondent Weaver, Ms. Stadtlander and Mr. Carroll reiterated Complainant’s need for a downstairs unit due to his mobility impairment. In the meeting, they further explained the Complainant’s need for a three-bedroom unit in order to store his physical therapy equipment, the daily use of which was prescribed by a doctor, and they reemphasized the need for a unit near the front of the property so Complainant would not have to walk long distances in order to access public transportation that he used daily.
14. During the August 20, 2007 meeting, Respondent Weaver assured Ms. Stadtlander and Mr. Carroll that a three-bedroom, downstairs unit would become available in two to three weeks and that Complainant and Mr. Carroll would be placed on a waiting list for that unit.
15. On or about August 22, 2007, Complainant and Ms. Stadtlander met with Respondent Weaver in order for Complainant to sign the lease. During this meeting, Complainant’s use of crutches and leg braces was plainly visible to Respondent Weaver.
16. Because unit #195 was on the second floor of the subject property and because there was no elevator in the building, Complainant was required to walk up approximately fifteen (15) steps and down approximately fifteen (15) steps, six days a week, to go to and from his place of employment. Complainant

therefore had great difficulty entering and leaving his apartment, depriving him of an opportunity for full use and enjoyment of his dwelling.

17. Because unit #195 was a two-bedroom unit, the Complainant stored his physical therapy equipment in a first-floor storage room; thus he was unable to follow medical advice recommending its daily use.
18. On or about September 3, 2007, unit #5, a first-floor, three-bedroom unit near the front of the subject property became vacant.
19. On or about September 9, 2007, Complainant slipped and fell while ascending the steps to unit #195 and sustained bruising from the fall.
20. On or about September 10, 2007 Ms. Stadlander contacted Respondent Weaver to inform her that Complainant had fallen on the steps and asked Respondent Weaver when Complainant would be granted a transfer. Respondent Weaver replied that Complainant would have to wait.
21. On or about September 18, 2007, while making a rent payment, Mr. Carroll inquired about any three-bedroom, first-floor units at the property that might be vacant and was informed that none were available.
22. On or about the middle of September, 2007, Mr. Carroll spoke with employees of Warren Properties and requested that he and Complainant be transferred to unit #5, the three-bedroom unit with a first-floor entrance. Although unit #5 is a two-story apartment, the entrance is on the ground floor on an accessible route and Complainant would have been able to locate his bedroom on the first floor. The unit was large enough to enable Complainant to house and use his physical therapy equipment.
23. Mr. Carroll specifically told Respondents' employees that Complainant needed a first-floor unit due to his mobility-impairment and another bedroom to store his physical therapy equipment. The employee with whom Mr. Carroll spoke told him that she would speak with Respondent Weaver about the request.
24. In their conversations with Respondent Weaver in August and September, 2007, Complainant and Mr. Carroll clearly indicated the need for a transfer to unit #5 based on Complainant's disability. Respondent Weaver understood the request for unit # 5 as a request for a reasonable accommodation.
25. Complainant and Mr. Carroll clearly indicated to Respondents that they were able to afford the rent required to reside in unit #5.
26. Upon information and belief, unit #5 was available for occupancy at the time Complainant and Mr. Carroll requested a transfer to the unit.

27. On or about the middle of September, 2007, Respondent Weaver told Ms. Stadlander and Mr. Carroll that their request to be transferred to unit #5 was denied. Respondents questioned Complainant's need for a three-bedroom unit but no written or other explanation was given for the denial.
28. On or about October 3, 2007, Complainant and Mr. Carroll met with Respondent Weaver. During this meeting, Complainant's use of crutches and leg braces was again plainly visible to Respondent Weaver.
29. On or about October 18, 2007, while making a rent payment, Mr. Carroll inquired about any three-bedroom, first floor units at the property that might be vacant and was informed that none were available.
30. On or about October 19, 2007, Ms. Stadlander contacted Respondent Weaver to discuss Complainant's transfer and Respondent Weaver explained to Ms. Stadlander that the Respondents' policy was now that no transfers were permitted for current tenants.
31. Upon information and belief, during Complainant's tenancy, Respondents transferred a current, non-disabled tenant from a three-bedroom to a two-bedroom unit because the tenant could no longer afford the rent in the larger unit.
32. On or about November 18, 2007, while making a rent payment, Mr. Carroll inquired about any three-bedroom, first-floor units at the property that might be vacant and was informed that none were available.
33. On or about the middle of November, 2007, but prior to November 29, 2007, Complainant slipped and fell as he was descending the steps from unit #195.
34. On or about November 29, 2007, Complainant was admitted to Providence Hospital in Mobile, Alabama with an infection in his leg and an abscess. Complainant's treatments required drainage of the infected area of his leg and removal of pulverized bone and required long term intravenous antibiotics.
35. On or about the beginning of December, 2007, Respondent Weaver told Mr. Carroll that Respondents had stopped all transfers for current tenants.
36. On or about December 1, 2007, unit #5 was rented to another family; upon information and belief, the tenants that moved into unit #5 were not disabled.
37. On or about December 4, 2007, Complainant underwent the first of several surgeries to treat the infection in his leg for which he had been admitted on November 29, 2007.

38. On or about the middle of February, 2008, the Complainant was released from the hospital confined to a wheelchair.
39. Because the Complainant was unable to reach unit #195 in a wheelchair, the Complainant and Mr. Carroll moved from the subject property to a single-family house on or about February 13, 2008.
40. The requested accommodation, a waiver of Respondents no-transfer rule and a transfer of Complainant to a first-floor unit in the front of the building, were necessary in order to afford Complainant full enjoyment of equal housing rights; such access would have improved his quality of life by reducing the effects of his disability.
41. As a result of Respondents' failures to grant a reasonable accommodation and their imposition of differing terms and conditions, Complainant suffered the loss of a housing opportunity, economic loss, humiliation, and physical, mental and emotional distress.
42. Respondents violated the Act by discriminating in the rental of a dwelling when they refused to make a first floor unit available to the Complainant, through a reasonable accommodation in their transfer rules and policies, which, because of Complainant's mobility impairment, was necessary for Complainant to fully use and enjoy the dwelling without inconvenience and injury. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204 (2008).
43. Respondents violated the Act by discriminating against Complainant in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with a dwelling, because of his disability. 42 U.S.C. § 3604(f)(2)(A); 24 C.F.R. § 100.202 (b) (2008).

### III. CONCLUSION

**WHEREFORE**, the Secretary of HUD, through the Office of 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)(2) and (f)(3)(B) and prays that an Order be issued that:

1. Declares that Respondents' discriminatory housing practices, as set forth above, violate the Fair Housing Act, 42 U.S.C. §§ 3601-19 and its implementing regulations;
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with Respondents, from

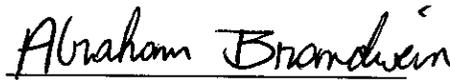
discriminating because of disability status against any person in any aspect of sale, rental, use, or enjoyment of a dwelling pursuant to 42 U.S.C. § 3612(g)(3).

3. Awards such damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainant and other aggrieved parties for the physical, mental and emotional distress and financial costs associated with Respondents' discriminatory conduct.
4. Awards a civil penalty against each Respondent for each violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3); 24 C.F.R. § 180.671 (2008).
5. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

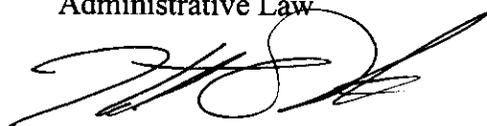
Respectfully submitted,



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