

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

\_\_\_\_\_  
The Secretary, United States )  
Department of Housing and Urban )  
Development, on behalf of )  
██████████ )  
 )  
Charging Party, )  
 )  
v. )  
 )  
Gerald Peterson, d/b/a Jay's Hilltop Rentals, )  
 )  
Respondent. )  
\_\_\_\_\_ )

HUDALJ No.:  
FHEO No.: 05-12-0159-8

**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On October 22, 2011, Complainant ██████████ ("Complainant") filed a complaint with the United States Department of Housing and Urban Development ("Department" or "HUD"), alleging that Respondent Gerald Peterson ("Respondent") violated the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 *et seq.* (the "Act"), by denying her reasonable accommodation request and making statements indicating discrimination against people with disabilities.

The Act authorizes the issuance of a Charge of Discrimination ("Charge") 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) and (2). The Secretary has delegated to the General Counsel (24 C.F.R. §§ 103.400 and 103.405; 76 Fed.Reg. 42462), who has retained and re-delegated to the Regional Counsel (76 Fed.Reg. 42465) the authority to issue such a Charge, following a determination of reasonable cause by the Assistant Secretary for Fair Housing and Equal Opportunity or his or her designee.

The Office of Fair Housing and Equal Opportunity Region V Director, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred in this case based on disability, and has authorized and directed the issuance of this Charge. 42 U.S.C. § 3610(g)(2).

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

Based on HUD's investigation of the allegations contained in the aforementioned HUD Complaint and Determination of Reasonable Cause, Respondent is charged with discriminating against Complainant, an aggrieved person as defined by 42 U.S.C. §3602(i), based on disability, in violation of 42 U.S.C. §3604(f)(2) and (c) as follows:

### **A. LEGAL AUTHORITY**

1. It is unlawful to discriminate against any person in the terms, conditions, or privileges of the 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. 42 U.S.C. § 3604(f)(2). For the purposes of § 3604(f), "discrimination" includes a refusal 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).
2. 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 such preference, limitation, or discrimination. 42 U.S.C. §3604(c).

### **B. PARTIES AND SUBJECT PROPERTY**

3. During the time period relevant to this case, Complainant had both physical and mental disabilities. Her physical and mental conditions substantially limit Complainant's major life activities, including taking care of herself, socializing, or seeking, obtaining and maintaining work. Due to those limitations, at all relevant times to this complaint, Complainant was disabled as defined under the Act. 42 U.S.C. § 3602(h).
4. Complainant is an "aggrieved person" as defined by the Act. 42 U.S.C. § 3602(i).
5. During the time period relevant to this case, Respondent owned and managed a multifamily residential and commercial mixed-use property located at [REDACTED] Grand Rapids, Minnesota ("subject property"). As of the date of this Charge, Respondent still owns and manages the subject property.
6. The subject property is located at the corner of [REDACTED]. The side of the subject property bordering [REDACTED] addressed as [REDACTED] while the side of the subject property bordering [REDACTED] Avenue is addressed, [REDACTED] Avenue."
7. Respondent does not reside at the subject property. He does, however, receive mail there, at [REDACTED] "street" address.

8. During the time period relevant to this case, Respondent employed Richard Black to assist him with the operation of the subject property. One of Richard Black's duties included being the contact for the tenants residing at the subject property, as Respondent lives far away and is often absent from the subject property.

### C. FACTUAL ALLEGATIONS

9. Since in or around 2004, Complainant has been experiencing extensive medical problems, resulting in approximately 12 major surgeries. She continues to experience medical problems as of the date of this Charge.
10. In or around late August of 2011, Complainant started looking for housing, due to a breakup of a long-standing romantic relationship.
11. In or around early September of 2011, Complainant submitted a rental application for an available unit at the subject property. She paid a \$1,100 deposit for a unit at the subject property, which included a \$500 deposit and \$600 payment for the last-month's rent. Complainant took possession of a unit at the subject property on or about September 7, 2011.
12. Complainant was never required to sign a lease for the subject property. At all times relevant to this Charge her adult son, [REDACTED] resided in the apartment, though he was often not at home.
13. The subject property had a "no pets" policy. In compliance with this policy, Complainant parted with two dogs that she had lived with for many years.
14. Shortly after she moved into the subject property, Complainant underwent two additional surgeries. Around this same time, Complainant's physical and emotional suffering notably increased. [REDACTED] Complainant found that she was unable to leave her home to seek work. Complainant realized that her emotional struggles were making it very difficult for her to engage in various activities, such as caring for herself, socializing, or motivating herself to leave the house to seek employment and decided to seek help.
15. In or around mid-September of 2011, Complainant began [REDACTED] to address the depression and emotional distress she was experiencing. On or about September 22, 2011, her therapist diagnosed Complainant [REDACTED]. Her therapist also suggested to Complainant that she may be [REDACTED]. At all times relevant to this Charge, Complainant was also prescribed [REDACTED].
16. In therapy, Complainant recognized that the loss of her dogs was contributing to her suffering.
17. In or around the end of September of 2011, Complainant rescued a kitten from being euthanized and brought him to her unit. After spending time with the kitten, whom

she named [REDACTED]. Complainant realized that when she was with [REDACTED] her emotional distress was alleviated. Complainant felt good about rescuing [REDACTED] and she felt "needed" and "not alone." Complainant determined that the only thing that made her feel happy was [REDACTED] both when caring for his needs and holding him. He gave her a "reason to get out of bed in the morning." Complainant felt that [REDACTED] gave her a purpose and motivated her to engage in activities that she previously found very difficult. Motivated by the need to care for [REDACTED] Complainant soon started going out and seeking work.

18. Complainant's emotional support cat, [REDACTED] alleviated symptoms of Complainant's disabilities; she needed him in order to have the equal use and enjoyment of her unit at the subject property.
19. On or about October 20, 2011, Complainant's therapist provided her with a note, stating that Complainant "meets the definition of handicap under the Fair Housing Act and that reasonable accommodations [sic] is necessary" and recommending an emotional support animal to alleviate her "emotional distress."
20. On or about October 20, 2011, after she obtained the abovementioned therapist's note, Complainant called Richard Black in an attempt to learn when Respondent would be present at the subject property, so she that she could tender the note to him. Richard Black, however, did not answer the phone.
21. On or about October 22, 2011, Respondent Peterson went to Complainant's unit, accompanied by Richard Black. Complainant was alone in the unit with her cat, [REDACTED]. Respondent entered Complainant's unit and shouted, "Oh, I hear you got a cat!" or similar words to that effect. Complainant responded that [REDACTED] was an emotional support animal and that she had a doctor's note allowing the cat and attempted to hand Respondent her therapist's note. Respondent threw the note on the floor, without reading it, and shouted, "No pets allowed!" and threatened, "Get rid of it, or I get rid of you!" or words to that effect.
22. In response to Respondents' statements on October 22, 2011, Complainant explained to Respondent that she had the right to the cat because she had a disability. Respondent stated, "There is nothing wrong with you," and inquired if she was "from California." Respondent said that she sounded like someone from California with their "ridiculous laws and acts," or words to that effect.
23. In further response to Respondents' statements on October 22, 2011, Complainant explained to Respondent that denying her cat is discrimination under HUD rules. Respondent shouted, "fuck HUD, fuck their policy and fuck you!" or words to that effect. Respondent further stated that other people had sued him and he had always won and that she should "go right ahead" if she felt she would be different. In reference to her doctor's letter, Respondent also yelled, that he was not "reading [her] bullshit" and again threatened, "Get rid of the fucking cat or I get rid of you!" or words to that effect.

24. After yelling at Complainant on October 22, 2011, Respondent went on to tell Complainant that he had once had a unit with cats and he could not get the smell out. Complainant responded that she was not responsible for someone else's unit and that there was security deposit for those situations. Respondent replied that Complainant could keep the cat if she paid an additional \$1,000 security deposit. When Complainant explained that she already paid a \$500 security deposit, Respondent offered to reduce the extra deposit to \$500. When Complainant said it was just one cat, Respondent shouted, "I don't care what you fucking think, you are going to pay it or get rid of the cat!" or words to that effect. Respondent then left the unit, followed by Richard Black.
25. Throughout the October 22, 2011 confrontation, Complainant attempted to hand her therapist's note to Respondent several times. Each time, Respondent threw it down or threw it away without reading it. Respondent refused to engage in the interactive process.
26. Throughout the October 22, 2011 confrontation, Respondent was "red in the face" and shouting.
27. Respondent's angry demeanor, shouting and cursing during the October 22, 2011 confrontation intimidated Complainant. Additionally, Complainant became distressed and upset by Respondent's refusal to even read her therapist's note and was angry because she felt Respondent was "mean," "uncaring," and "judgmental," when he stated there was "nothing wrong" with her. Furthermore, Respondent's refusal to allow Complainant to keep her cat and his threat of eviction made her fearful about being homeless. The emotional distress and anxiety arising out of the October 22, 2011 confrontation caused her to experience a recurrence of the more severe symptoms of her depression, and she stayed in bed for days. She suffered various ailments, including insomnia and fear.
28. Complainant ultimately left the subject property the following month to take a job in another state, after filing her complaint with HUD. She returned to live in the unit with her adult son when the job ended and lives there currently. Although Respondent has not yet evicted Complainant, she continues to fear that she may be subject to adverse action by Respondent because of her cat.

#### **A. LEGAL ALLEGATIONS**

29. As alleged in paragraphs 18 to 24 above, Respondent denied Complainant's request for a reasonable accommodation when he told her that he would evict her unless she got rid of her emotional support animal, despite Complainant's efforts to explain her disability status and provide a therapist's note. Additionally, Respondent told Complainant that she must pay an extra security deposit if she wished to keep her emotional support animal. Accordingly, Respondent violated Section 804(f)(2) of 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 the dwelling, where “discrimination” includes a refusal to make reasonable accommodations. 42 U.S.C. § 3604(f)(2) & 3604(f)(3)(B).

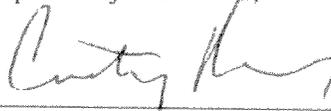
30. As described in paragraphs 18 to 24 above, after Complainant stated that her cat was necessary to ameliorate the symptoms of her disability and handed Respondent her therapist’s note, Respondent responded that her request for reasonable accommodation to allow her an emotional support animal was “ridiculous;” that others have sued him and he won; that he would not read her therapist’s note because it was “bullshit; that he would only allow her to keep her emotional support animal if she paid an extra security deposit; and that she must “get rid of the fucking cat or I get rid of you!” Accordingly, Respondent violated Section 804(c) of the Act by making statements with respect to the sale or rental of a dwelling that indicate preference and limitation based on disability. 42 U.S.C. §3604(c).

### **III. CONCLUSION**

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

1. Declares that the discriminatory housing practices of Respondent as set forth above violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601, *et seq.*;
2. Enjoins Respondent, his agents, employees, and successors, and all other persons in active concert or participation with him from further violation of the Act;
3. Enjoins Respondent, his agents, employees, and successors, and all other persons in active concert or participation with him from discriminating because of disability against any person in any aspect of the purchase or rental of a dwelling;
3. Awards such monetary damages as will fully compensate Complainant for any and all injuries caused by Respondent’s discriminatory conduct; and
4. Awards a \$16,000 civil penalty against Respondent for his violation of the Act pursuant to 42 U.S.C. § 3612(g)(3).
5. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,



COURTNEY MINOR  
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