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 [redacted]	)	
Charging Party,	)	HUD ALJ No. FHEO No. 06-14-0049-8
Paula Anderson,	)	
Respondent.	)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

On or about October 29, 2013, [redacted] ("Complainant [redacted]") filed a verified complaint with the United States Department of Housing and Urban Development alleging Respondent Paula Anderson ("Respondent Anderson") violated the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.* (the "Act"), based on disability[1] by failing to grant her reasonable accommodation requests and by retaliating and harassing her for asking for a reasonable accommodation. On or about August 22, 2014, Complainant [redacted] amended her complaint to include allegations Respondent Anderson made housing otherwise unavailable in violation of 804(a). On or about October 29, 2014, the complaint was amended to clarify that the allegations that Respondent Anderson made housing otherwise unavailable violated 804(f)(1), not 804(a).

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination 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) and (2). The Secretary has delegated to the General Counsel, who has redelegated to the Regional Counsel, 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. 24 C.F.R. §§ 103.400 and 103.405; 76 Fed. Reg. 42463, 42465 (July 18, 2011).

[1] The Fair Housing Act uses the terms "handicap," whereas this document uses the term "disability." Both terms have the same legal meaning. See Bragdon v. Abbott, 524 U.S. 624, 631 (1988).

The Regional Director of the Office of Fair Housing and Equal Opportunity for Region VI has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred and has authorized and directed the issuance of this Charge of Discrimination. 42 U.S.C. § 3610(g)(2).

II. SUMMARY OF FINDINGS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned amended complaint and the Determination of Reasonable Cause, Respondent Paula Anderson is hereby charged with violating the Act as follows:

A. Legal Authority

1. It is unlawful to discriminate in the rental, or to otherwise make unavailable or deny, a dwelling to any renter because of a disability of that renter. 42 U.S.C. § 3604(f)(1)(A); 24 C.F.R. § 100.202(a)(1). Discrimination 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 an equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(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)(A); 24 C.F.R. § 100.202(b)(1). Discrimination 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 an equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a).

B. Parties and Subject Property

3. Complainant [redacted] is an aggrieved person as defined by the Act. 42 U.S.C. § 3602(i).

4. Complainant [redacted] has bipolar disorder. This mental impairment substantially limits her ability to stabilize her emotions, care for herself, and sleep. Complainant [redacted] is an individual with a disability as defined by the Act. 42 U.S.C. § 3602(h).

5. At all times relevant to this Charge, Complainant rented the two-bedroom single family home located [redacted] in Santa Fe, New Mexico ("subject property") from Respondent Paula Anderson. The subject property is a dwelling, as defined by the Act. 42 U.S.C. § 3602(b).

6. At all times relevant to this Charge, Respondent Paula Anderson owned the subject property. At all times relevant to this Charge, Respondent Anderson managed, handled the day-to-day operations, and served as the point of contact for prospective tenants and residents at the subject property.

C. Factual Allegations

7. On March 30, 2013, Respondent Anderson placed an advertisement on Craigslist.com for rental of the subject property. The advertisement listed the rent as $1600 per month and stated "no pets". Sometime between then and April 25, 2013, when Complainant [redacted] signed the lease, the two parties discussed the terms of the rental and agreed on the rental terms of $1500 per month for an 18-month lease. Complainant [redacted] asserts she told Respondent Anderson she had a cat, but Respondent Anderson disputes this fact.

8. On April 25, 2013, Complainant [redacted] signed an eighteen month lease for the subject property. The lease term began on June 1, 2013, and ended November 30, 2014. The lease did not include any provisions about pets or additional occupants.

9. On or about June 1, 2013, Complainant [redacted] moved into the subject property with her cat named Grace.

10. On July 9, 2013, while Complainant [redacted] was out of town, Respondent Anderson entered the subject property to make repairs. At that time, Respondent Anderson states she discovered Complainant [redacted] had a cat.

11. On July 9, 2013 and July 10, 2013, Respondent Anderson sent text messages to Complainant [redacted] which, in summary, stated Respondent had discovered the cat and Complainant needed to get out of the subject property by the end of the month because the cat was not allowed.

12. Complainant [redacted] then contacted her attorney, Marina Cordova, who, on July 11, 2013, sent Respondent Anderson a letter disputing Respondent Anderson's right to evict Complainant under New Mexico landlord-tenant law. In addition, the July 11, 2013, letter requested Complainant's adult daughter be allowed to reside with her beginning in August 2013. This letter did not mention Complainant's disability.

13. On July 26, 2013, Complainant [redacted] obtained a letter from her psychiatrist, Dr. [redacted], which, in summary, stated Complainant has bipolar disorder, takes a number of medications to stabilize the condition, and because of the condition, it is essential Complainant take steps to minimize stress. Dr. [redacted] also wrote the cat should be considered a therapy animal for Complainant's emotional stability, and Complainant's daughter was planning on moving in with her to provide emotional support, which should further help to stabilize Complainant [redacted] emotional status. Complainant provided this letter to her attorney, Ms. Cordova.

14. On or about August 4, 2013, Complainant [redacted] daughter, [redacted] and [redacted] pet cat moved in with Complainant. [redacted] aided Complainant [redacted] by providing transportation when Complainant was too sedated to drive, cooking meals, providing medication management, and ensuring Complainant complied with her treatment plan.

15. On August 8, 2013, Complainant's attorney sent an email to Respondent Anderson, discussing modification of the lease, requesting repairs to the unit, and other items. In this email, Complainant's attorney stated, "[t]he reason for some of the miscommunications is [redacted] condition of bipolar disorder. [redacted] cat is a service animal, and is necessary for her emotional well being [sic]. At the commencement of [redacted] tenancy, she did not expect that she would need her daughter to live with her. But increased levels of stress requires that her daughter, [redacted] reside with her. [redacted] just moved in last week. [redacted] doctor has written a letter verifying [redacted] condition, that the cat is a therapy animal, and the medical necessity of having [redacted] live with her. The letter is attached." Complainant's attorney attached Dr. [redacted] July 26, 2013, letter to this email.

16. During the first two weeks of August, Complainant's attorney and Respondent Anderson discussed new lease terms to try and come to an agreement about [redacted] presence and the cats. The new terms included pet deposits and additional rent per month for [redacted] occupation in the subject property. Ultimately, a new lease was never signed.

17. On or about August 14, 2013, Complainant [redacted] terminated her relationship with Ms. Cordova. Sometime in late August, Respondent Anderson hired attorney Richard Lees to represent her in this matter.

18. On August 23, 2013, Complainant [redacted] sent a certified letter to Respondent Anderson with the subject line, "Re: reasonable accommodations request for the rental" at the subject property, requesting approval of the assistance animal and approval of her daughter to reside with her as reasonable accommodations based on her medical needs. Complainant referenced the August 8, 2013, letter from Ms. Cordova, the July 26, 2013, note from Dr. [redacted] and "federal disability and fair housing laws".

19. On August 24, 2013, Respondent Anderson received the letter by signing the certified return-receipt form.

20. On August 29, 2013, Respondent Anderson's attorney, Richard Lees, wrote a response letter to Complainant [redacted]. In the response letter, he stated Respondent was not in agreement with Complainant's proposed changes to the occupancy agreement, stating, "[t]hough I do not believe that Ms. Anderson has an obligation under the law to make the accommodation that you request, if you do in fact have a legitimate medical need for a cat and a live-in-aide, the documentation from Dr. [redacted] does not state that either is medically necessary." The response letter

also notified Complainant [redacted] that if she did not remove the cat and extra occupant from the subject property by September 5, 2013, Mr. Lees anticipated serving Complainant with a formal notice to terminate the occupancy agreement.

21. On or about September 3, 2013, Complainant [redacted] emailed Mr. Lees a note from Dr. [redacted] dated August 30, 2013, which stated, [redacted] suffers from bipolar disorder. It is medically necessary for her daughter to live with her, as well as her companion cat."

22. In an interview with the HUD investigator, Mr. Lees stated Complainant [redacted] called him later in the evening on September 3, 2013, wherein Mr. Lees informed Complainant that the pet, the extra occupant, and interfering with Respondent Anderson's access for landscaping were the issues that needed to be addressed. Mr. Lees stated he told Complainant he would have to "research whether Dr [redacted] view concerning the medical necessity of the cat was based on accepted medical science and, if it was, whether that need trumped the landlord's previously disclosed pet prohibition." In response, Complainant [redacted] proposed she be allowed to terminate her lease prematurely so she could locate suitable housing.

23. Respondent Anderson agreed to allow Complainant [redacted] to terminate her lease prematurely, and the two parties proceeded to negotiate the termination with Mr. Lees as Respondent Anderson's agent in the discussions.

24. On September 15, 2013, Complainant [redacted] vacated the subject property.

25. As a result of Respondent's discriminatory conduct, Complainant [redacted] has suffered actual damages including, but not limited to physical and emotional distress, out-of-pocket expenses, and loss of a housing opportunity.

D. Fair Housing Act Violations

26. As described in paragraphs 7 to 25 above, Respondent Anderson violated 42 U.S.C. §§ 3604(f)(1) and (f)(2) as defined by 42 U.S.C. § 3604(f)(3)(B) because she discriminated in the terms, conditions, or privileges of Complainant's tenancy and made her dwelling unavailable by refusing to allow Complainant to live with her assistance animal and daughter at the subject property when such accommodations were necessary to afford Complainant an equal opportunity to use and enjoy her dwelling. 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(B); 24 C.F.R. §§ 100.202(a), 100.202(b), and §100.204(a).

III. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of the General Counsel, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondent with engaging in discriminatory housing practices in violation of §§ 3604(f)(1) and (f)(2), as defined by §3604(f)(3)(B), of the Act, and prays that an order be issued that:

1. Declares that the discriminatory housing practices of Respondent Anderson, as set forth above, violate the Fair Housing Act, 42 U.S.C. §§ 3601-3619;

2. Enjoins Respondent, her agents, employees, successors, and all other persons in active concert or participation with her, from discriminating because of disability in any aspect of the sale, rental, use, or enjoyment of a dwelling pursuant to 42 U.S.C. § 3612(g)(3);

3. Mandates Respondent, her agents, employees, successors, and all other persons in active concert or participation with her, take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;

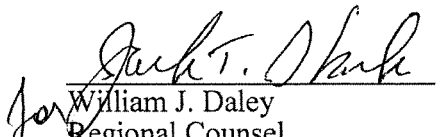
4. Requires Respondent to attend training that addresses the Fair Housing Act's prohibitions against disability discrimination;

5. Awards such damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainant for damages caused by Respondent's discriminatory conduct;

6. Awards a civil penalty of $16,000 against Respondent for each violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and

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

Respectfully submitted,



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Date: April 22, 2015

CERTIFICATE OF SERVICE

I hereby certify that the foregoing *"Important Notice", Charge of Discrimination", and "Determination of Reasonable Cause"*, in HUD/[redacted] v. Paula Anderson, FHEO Case No. 06-14-0049-8, were sent on the 22nd day of April, 2015 to the following in the manner indicated:

By UPS Next Day Air, Email and Facsimile

Docket Clerk
Office of Administrative Law Judges
U.S. Department of Housing and
Urban Development
409 3rd Street, SW, Suite 201
Washington, DC 20024
Alj.alj@hud.gov
Facsimile: (202) 619-7304

By Email and Certified Mail - Return Receipt Requested

Complainant:

[redacted]
Santa Fe, New Mexico 87594
[redacted]

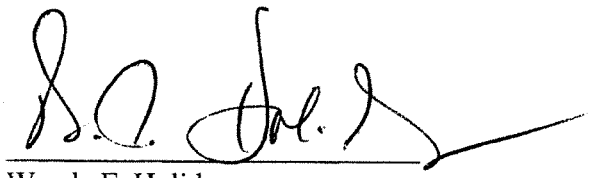
By UPS Next Day Air - Signature requested

Respondent:

Paula Anderson
1123 S. Luna Circle
Santa Fe, New Mexico 87501

Respondent's Representative:

Richard Lees, PA
1012 Marquez Place #402
Santa Fe, New Mexico 87505



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