

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

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The Secretary, United States Department )  
of Housing and Urban Development, )  
on behalf of [REDACTED] and )  
[REDACTED] )

Charging Parties, )

**FHEO No. 04-06-0514-8**

v. )

[REDACTED] and )  
[REDACTED] )

Respondents. )

**REDACTED**

**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On March 8, 2006, [REDACTED], an aggrieved person, and on September 10, 2007, [REDACTED], an aggrieved person (collectively, Complainants), filed a verified complaint (the HUD Complaint)<sup>1</sup> with the U.S. Department of Housing and Urban Development (HUD), alleging that [REDACTED] and [REDACTED] (Respondents) violated the Fair Housing Act, as amended in 1988, 42 U.S.C. §§ 3601 *et seq.* (the Act or Fair Housing Act), by making discriminatory statements with respect to the rental of a dwelling because of sex in violation of 42 U.S.C. § 3604(c) and by coercing, intimidating, threatening and interfering with Complainants' enjoyment of the dwelling in violation of 42 U.S.C. § 3617.

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.

<sup>1</sup> On or about September 10, 2007, the HUD Complaint was amended to add [REDACTED] as an aggrieved person under 42 U.S.C. § 3602(i), an allegation of discriminatory eviction in violation of § 3604(a) and discriminatory rental terms and conditions in violation of § 3604(b), both based on sex. On or about January 18, 2008, the HUD Complaint was amended to add an allegation of a violation of § 3604(c) and allegations of a discriminatory eviction and discriminatory terms and conditions in violation of §§ 3604(f)(1)-(2).

42 U.S.C. § 3610(g)(1) and (2). The Secretary has delegated to the General Counsel (54 Fed. Reg. 13121), who has redelegated to the Regional Counsel (67 Fed. Reg. 44234), the authority to issue such a Charge, following a determination of reasonable cause by the Assistant Secretary for the Office of Fair Housing and Equal Opportunity (FHEO) or her designee. The Assistant Secretary for FHEO has determined that reasonable cause exists to believe that discriminatory housing practices have occurred in this case because of sex and has authorized the issuance of this Charge of Discrimination.

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

Based on HUD's investigation of the allegations contained in the aforementioned HUD Complaint and Determination of Reasonable Cause, Respondents [REDACTED] and [REDACTED] are charged with discriminating against Complainants [REDACTED] and [REDACTED], aggrieved persons, as defined by 42 U.S.C. § 3602(i), because of sex in violation of 42 U.S.C. § 3604(c) and § 3617, as follows:

### A. Legal Authority

1. It is unlawful to make, or cause to be made, any statement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on sex, or intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c).
2. 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, any right granted or protected by any provision of Section 3604 of the Act. 42 U.S.C. § 3617.

### B. Parties and Subject Property

3. At the time the HUD Complaint was filed, Complainant [REDACTED] was a single, [REDACTED]-year old male with a disability. [REDACTED] suffered from chronic depression and other mental disabilities. [REDACTED]'s disabilities substantially limited his ability to learn and work, and he received Social Security Insurance payments for his disability. [REDACTED] was also diagnosed with dyslexia as a child.
4. At the time the HUD Complaint was filed, Complainant [REDACTED] was a single [REDACTED]-year old male.
5. At the time the HUD Complaint was filed, Respondent [REDACTED] was a single [REDACTED]-year old male.
6. At the time the HUD Complaint was filed, Respondent [REDACTED] was a single [REDACTED]-year old male.

7. From March 8, 2002 to February 12, 2007, [REDACTED] owned and managed a rental property that was a single building comprised of four (4) two-bedroom apartments, located at [REDACTED] Mississippi [REDACTED] (the subject property). [REDACTED] transferred the subject property by warranty deed during a bankruptcy proceeding in February 2007.
8. At all times relevant to this Charge, [REDACTED] was an agent and/or employee of [REDACTED] and handled maintenance and other repairs at the subject property.

C. Other Factual Allegations

9. [REDACTED] and [REDACTED] rented a two-bedroom apartment, Unit [REDACTED] A, at the subject property. The lease period was from January 3, 2005 to December 31, 2005. Both [REDACTED] and [REDACTED] were signatories to the lease.
10. [REDACTED] became aware that [REDACTED] was disabled during the application process when [REDACTED] told [REDACTED] that he would pay rent with disability checks. [REDACTED] asked Complainant what his disability was, and [REDACTED] answered that it was his inability to read and memory loss.
11. At all times relevant to this Charge, [REDACTED] knew that [REDACTED] was disabled and/or treated him as if he was. HUD's investigation revealed that during an interview, [REDACTED] stated: "This guy [REDACTED] has several screws loose in his head. He ain't all upstairs."
12. During the lease period, [REDACTED] lived in Unit [REDACTED] B, next door to [REDACTED] s and [REDACTED] s apartment.
13. On occasion, [REDACTED] assisted [REDACTED] and [REDACTED] with repairs and renovations to the apartments and mowed the grass. During HUD's investigation, [REDACTED] stated that he cut grass for a living.
14. Beginning in March 2005, and lasting through August 2005, [REDACTED] subjected [REDACTED] to severe, pervasive, and unwelcome verbal and physical sexual advances at the subject property. [REDACTED] called the police several times during this time period. [REDACTED] routinely sexually harassed and intimidated [REDACTED] when he paid the rent each month and cut the grass every two weeks.
15. In March 2005, [REDACTED] began making sexual comments to [REDACTED] and touched him on his genitals and buttocks. During HUD's investigation, [REDACTED] stated that at first, he was afraid to express his anger because he feared losing his apartment.
16. On or about April 3, 2005, after [REDACTED] finished cutting the grass for [REDACTED], [REDACTED] offered to pay [REDACTED] if [REDACTED] would let [REDACTED] take nude photographs of him. [REDACTED] also made sexual gestures to [REDACTED] at that time.

17. During HUD's investigation, [REDACTED] stated that [REDACTED] advised him that he was being sexually harassed by [REDACTED] and [REDACTED] in May 2005 and although they considered moving, they really did not want to leave their apartment and they were afraid [REDACTED] would not let them out of their lease without charging them. [REDACTED] also stated that he was not sexually harassed by the Respondents and he believed that, "this was because [REDACTED] is 'slow' and seems more vulnerable."
18. On or about June 21, 2005, [REDACTED] stated to [REDACTED] that he would like to "tie [REDACTED] up and have sex with [him]."
19. Two days later, on or about June 23, 2005, [REDACTED] made sexual advances toward [REDACTED] and grabbed [REDACTED]'s genitals.
20. Beginning in March 2005, and lasting through August 2005, [REDACTED] also began to subject [REDACTED] to severe, pervasive, and unwelcome verbal and physical sexual advances at the subject property. [REDACTED] would move or walk away from the Respondents when they made sexual comments to or tried to touch him. [REDACTED] also called the police about these incidents.
21. During [REDACTED]'s and [REDACTED]'s tenancy at the subject property, [REDACTED] would often let himself in [REDACTED]'s and [REDACTED]'s unit, drink alcoholic beverages and refuse to leave.
22. Several incidents of sexual harassment occurred in July of 2005, including, but not limited to the following incidents:
  - a. In July 2005, [REDACTED] pushed his way into [REDACTED]'s apartment when [REDACTED] opened the door after the doorbell rang and [REDACTED] noticed that he smelled of alcohol. [REDACTED] said to [REDACTED]: "Can I suck your dick if I pay?" and "I wish you were drunk too so I could molest you." [REDACTED] contacted the police and he was advised by the [REDACTED] Police Department ([REDACTED] PD) that no report would be taken because the alleged unwanted touching was between two males and, therefore, did not violate Mississippi law, and because the incident constituted simple assault.
  - b. During HUD's investigation, [REDACTED] stated that on or about July 2, 2005, [REDACTED] offered to pay [REDACTED] if he would have oral sex with him, and he told [REDACTED] he wanted to get him drunk to have sex. [REDACTED] stated that [REDACTED] contacted the police and this was one of the times that he was with [REDACTED] when they met the police.
  - c. In July 2005, while [REDACTED] was helping [REDACTED] install a kitchen sink in Unit [REDACTED] C at the subject property, [REDACTED] grabbed [REDACTED]'s buttocks.
  - d. In July 2005, while [REDACTED] was assisting [REDACTED] with painting and putting in a sink in one of the apartments at the subject property, [REDACTED] offered [REDACTED] free rent if he "would be his boyfriend."

- e. In July 2005, [REDACTED] and a friend of [REDACTED]'s rode together in [REDACTED]'s truck to pick up a washer and dryer for [REDACTED]. [REDACTED] groped [REDACTED] when [REDACTED] exited the truck. [REDACTED]'s friend witnessed [REDACTED] touching [REDACTED].
- f. [REDACTED] tried to tell [REDACTED] about an incident that he saw involving [REDACTED] and his friend but [REDACTED] told [REDACTED] that he did not want the police involved anymore and: "What happens in the apartments, stays in the apartments."
- g. In July 2005, [REDACTED] was arrested for contributing to the delinquency of a minor. The victim was [REDACTED]'s friend who is referred to in paragraph (f) above.<sup>2</sup>
- h. On or about July 2, 2005, [REDACTED] entered [REDACTED]'s unit, tried to grab him repeatedly, and have sex with him. [REDACTED], who had a cast on his hand, was fearful that he was not going to be able to defend himself against rape. Eventually, [REDACTED] was able to forcibly remove [REDACTED] because [REDACTED] was drunk. [REDACTED] admits to entering [REDACTED]'s unit to take some measurements for the countertop.
23. In August 2005, [REDACTED] told [REDACTED] he could access a crawl space in the attic above his unit and had "peep holes" in [REDACTED]'s bedroom, which allowed [REDACTED] and him to watch [REDACTED] in his bedroom. As a result, [REDACTED] began sleeping downstairs because he was afraid of being watched in his bedroom.
24. In August or September of 2005, [REDACTED] entered his apartment and discovered [REDACTED] on his knees in [REDACTED]'s bedroom going through [REDACTED]'s personal belongings in his drawers. [REDACTED] had a pair of [REDACTED]'s underwear and pants in his hands and was putting them up to his face. [REDACTED] threatened that he would evict [REDACTED] if [REDACTED] reported him to the authorities.
26. HUD's investigation included interviews and documents obtained from [REDACTED] and the local police department regarding [REDACTED]'s contacts with the police department. This information indicated that from March to August 2005, [REDACTED] repeatedly called the local police department to report that he was being sexually harassed by [REDACTED] and [REDACTED]. Each time [REDACTED] called, the police department declined to take action or write a report.
27. During HUD's investigation, [REDACTED] stated that he left work a few times after receiving telephone calls from [REDACTED] about incidents with the Respondents at the subject property.
28. On or about August 25, 2005, [REDACTED] issued an eviction notice with thirty days to vacate to [REDACTED] and [REDACTED]. [REDACTED] failed to provide a written explanation for the eviction in the section of the notice entitled "Cause of Breach."

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<sup>2</sup> On February 22, 2006, [REDACTED] was sentenced to jail for 10 days and fined \$500.00.

29. Four days later, on August 29, 2005, Hurricane Katrina struck the Mississippi Gulf Coast. The subject property remained intact but [REDACTED]s and [REDACTED]'s unit had some roof damage. [REDACTED] and [REDACTED] stayed in their apartment and had some family members and friends as guests for a short period of time after the disaster. [REDACTED] and [REDACTED] stated that any disarray [REDACTED] alleged he found in their apartment was due to the effects of the hurricane.
30. Due to the damage caused by Hurricane Katrina, mail service by the U.S. Postal Service was delayed. [REDACTED] did not receive his disability check in time to pay September's rent by the third of the month. [REDACTED], a waiter at a local restaurant, also could not earn any income following Hurricane Katrina.
31. On September 8, 2005, the [REDACTED] County Incident Command Plans Section ([REDACTED]CICPS) issued a memorandum to all owners and rental agents notifying them that unless a unit was determined to be unsafe for occupancy, it was ordered "unlawful to dispossess a tenant in rightful possession of his/her rental home..." and any such action without cause or due process of law during this emergency period would be scrutinized for legal sanctions.
32. Shortly after September 8, 2005, [REDACTED] gave [REDACTED] a copy of the [REDACTED]CICPS memorandum. [REDACTED] continued eviction proceedings against [REDACTED] and [REDACTED].
33. On September 16, 2005, [REDACTED] signed and issued another eviction notice, ordering [REDACTED] and [REDACTED] to vacate within three (3) days from September 16, 2005, or pay rent due in the arrears in the amount of \$500.
34. On or about September 16, 2005 [REDACTED] went to [REDACTED]'s apartment and offered to pay the rent, so long as [REDACTED] and [REDACTED] could remain in the unit. [REDACTED] told [REDACTED] that he would not stop the eviction process. [REDACTED]'s and [REDACTED]'s neighbors in Unit [REDACTED]C, witnessed [REDACTED]'s attempt to pay rent to avoid eviction.
35. On September 26, 2005, the first day that courts were open after Hurricane Katrina, [REDACTED] and [REDACTED] were ordered to appear in [REDACTED] County Justice Court on October 10, 2005 to respond to [REDACTED]'s eviction notice. On October 10, 2005, at the eviction hearing, [REDACTED] and [REDACTED] testified that they wanted to remain in their apartment at the subject property and wanted to pay the rent. The eviction notice was dismissed by the court due to [REDACTED]'s failure to include a reason for the alleged breach on the original eviction notice.
36. Immediately after the court's dismissal of the eviction proceeding, on October 10, 2005, [REDACTED] issued a third eviction notice to [REDACTED] and [REDACTED]. In this notice, [REDACTED] alleged the cause of breach was [REDACTED]'s and [REDACTED]'s failure to keep their apartment in a clean, orderly, safe or sanitary condition, keeping an unregistered and improperly licensed vehicle in the lot and failure to pay rent.

37. On October 11, 2005, after enduring months of harassment, unsuccessfully attempting to tender rent to stay in the apartment, and receiving another eviction notice immediately after the court's dismissal of the prior eviction notice and, in spite of the horrible conditions and lack of housing caused by Hurricane Katrina, and [REDACTED] moved out of their apartment.
38. [REDACTED] contacted the Federal Emergency Management Agency (FEMA) with a request to move into a temporary trailer home and subsequently moved into a FEMA cruise ship employed for hurricane refugees. [REDACTED] subsequently moved into two separate trailer parks because of concerns for his health and safety.
39. During HUD's investigation, there was no evidence produced that [REDACTED] had ever evicted a tenant for having an unclean apartment and nothing in [REDACTED]'s and [REDACTED]'s lease stated that failure to maintain a clean unit was a basis for eviction.
40. HUD's investigation did not produce any evidence that [REDACTED] had ever evicted a tenant for having an unregistered and/or improperly licensed vehicle.
41. [REDACTED] has suffered significant damages, including, but not limited to, economic loss, including medical expenses and other costs associated with hospitalization, physical and emotional distress, substantial inconvenience, embarrassment, humiliation, and the loss of a housing opportunity as a result of Respondents' discriminatory conduct.
42. [REDACTED] has suffered significant damages, including, but not limited to, economic loss, the loss of wages, physical and emotional distress, substantial inconvenience, embarrassment, humiliation, and the loss of a housing opportunity as a result of Respondents' discriminatory conduct.

D. Fair Housing Act Violations

43. By making numerous explicit and offensive sexual statements to [REDACTED] in connection with his continuing rental of his dwelling that indicated a preference, limitation, or discrimination based on sex, Respondent [REDACTED] violated 42 U.S.C. § 3604(c).
44. By making numerous explicit and offensive sexual statements to [REDACTED] in connection with his continuing rental of his dwelling that indicated a preference, limitation, or discrimination based on sex, Respondent [REDACTED] violated 42 U.S.C. § 3604(c).
45. By sexually harassing [REDACTED] through inappropriate touching, numerous explicit and offensive sexual remarks, verbal threats, and the use of physical force, thereby coercing, intimidating, threatening and interfering with [REDACTED]'s enjoyment of his dwelling, Respondent [REDACTED] violated 42 U.S.C. § 3617.
46. By sexually harassing [REDACTED] through inappropriate touching, numerous explicit and offensive sexual remarks, verbal threats, and the use of physical force, thereby

coercing, intimidating, threatening and interfering with [REDACTED]'s enjoyment of his dwelling, Respondent [REDACTED] violated 42 U.S.C. § 3617.

### **III. CONCLUSION**

Wherefore, the Secretary of HUD, through the Office of General Counsel, and pursuant to 42 U.S.C. §§ 3610(g)(2)(A) and (g)(3), hereby charges Respondents with engaging in discriminatory housing practices as set forth above, and prays that an order be issued that:

A. Declares that Respondents' discriminatory housing practices, as set forth above, violate the Fair Housing Act, 42 U.S.C. §§ 3601-19 and the Act's implementing regulations;

B. Enjoins Respondents' agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating against any person in any aspect of the rental, sale, occupancy, use or enjoyment of a dwelling;

C. Awards such monetary damages as will fully compensate [REDACTED] and [REDACTED] for their economic losses, including but not limited to, all out-of-pocket and medical expenses and emotional and physical distress, embarrassment, humiliation, substantial inconvenience, loss of a housing opportunity, and any and all other damages caused by Respondents' discriminatory conduct;

D. Awards a \$16,000 civil penalty against each Respondent for each violation of the Act; and

E. Awards such additional relief as may be appropriate pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

  
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Date: June 2, 2008

REDACTED