

**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.

FHEO No. 04-08-0484-8

Talmadge Willard Fair a/k/a Talmadge
W. Fair a/k/a T. Willard Fair, The Urban
League Housing Corporation of Greater
Miami, Inc., and ULGM, Inc. a/k/a
ULGM Inc. Housing Management Corp.,

Respondents.

CHARGE OF DISCRIMINATION

I. JURISDICTION

On February 22, 2008, ██████████ (Complainant) filed a verified complaint with the U.S. Department of Housing and Urban Development (HUD). The HUD complaint alleged that Respondents, Talmadge Willard Fair a/k/a Talmadge W. Fair a/k/a T. Willard Fair (Fair), The Urban League Housing Corporation of Greater Miami, Inc., and ULGM, Inc. a/k/a ULGM Inc. Housing Management Corp. (ULGM, Inc.), violated the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* (the Act), by applying discriminatory terms and conditions and engaging in harassment, interference, coercion and/or intimidation in connection with the rental of a dwelling because of disability in violation of 42 U.S.C. § 3604(f)(2)(A) and 42 U.S.C. § 3617.¹

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) 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 the Office of Fair Housing and Equal Opportunity (FHEO) or his designee. 73 Fed. Reg. 68441, 68442 (Nov. 18, 2008).

¹ On May 8, 2008 the HUD complaint was amended to add ULGM Inc. as a respondent and an alleged violation of 42 U.S.C. § 3617. The complaint was amended again on April 1, 2009 to remove an alleged violation of 42 U.S.C. § 3604(f)(3)(A). On April 7, 2010, a No Reasonable Cause Determination was issued with regard to Respondent Lenita Gaitor on all violations.

The FHEO Region IV Director, on behalf of the Assistant Secretary for FHEO, has determined that reasonable cause exists to believe that discriminatory housing practices have occurred because of disability 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 Fair, The Urban League Housing Corporation of Greater Miami, Inc. and ULGM, Inc. are charged with discriminating against Complainant [REDACTED] in violation of 42 U.S.C. § 3604(f)(2)(A) and 42 U.S.C. § 3617 as follows:

A. LEGAL AUTHORITY

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 his disability. 42 U.S.C. § 3604(f)(2)(A); 24 C.F.R. § 100.202(b)(1).
2. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of that person having exercised or enjoyed, or on account of that person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected under sections 803, 804, 805 or 806 of this title. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b), (c)(1) and (c)(2).

B. PARTIES AND SUBJECT PROPERTY

3. Complainant is a [REDACTED] year-old disabled military veteran. He is a bilateral amputee who uses a wheelchair and receives Social Security Disability income.
4. Covenant Palms Apartments (subject property) is a scattered site property with sixty-six (66) buildings on twelve (12) acres. It has approximately forty-eight (48) efficiency units, and eighty-nine (89) one-bedroom units.
5. As a participant in HUD's Section 202, 811 and Project Based Voucher programs, Respondent The Urban League Housing Corporation of Greater Miami, Inc. is a recipient of federal funds. The initial occupancy date for the subject property is May 13, 1985.
6. Respondent The Urban League Housing Corporation of Greater Miami, Inc. is the owner of the subject property.

7. Respondent Fair is the President of The Urban League Housing Corporation of Greater Miami, Inc and President and CEO of ULGM, Inc. He is also involved in the day-to-day management of the subject property.
8. Respondent ULGM, Inc. manages the day-to-day operations at the subject property.

C. FACTUAL ALLEGATIONS

9. Complainant resides at the subject property at ██████████, a one bedroom apartment, and has since December 2002. The apartment and subject property are dwellings as defined by the Act. 42 U.S.C. § 3602(b).
10. Complainant is disabled as defined by the Act. 42 U.S.C. § 3602(h).
11. Respondents have been aware since 2002 that Complainant is disabled. As part of the application process, Complainant's confidential medical profile was submitted to Respondents at move-in and it showed that Complainant had only one leg. Later in his tenancy, Complainant lost his other leg.
12. On or around August 26, 2006, Complainant's neighbor contacted Respondents' employees or agents stating that Complainant was yelling for help. In response, Respondents proceeded to Complainant's apartment and found Complainant unable to move because his wheelchair was tangled in the floor covering.
13. Respondents' lease at Paragraph 18 states the following:

The LANDLORD agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas.
14. Shortly after the incident on or around August 26, 2006, Complainant's social worker made several oral requests, on Complainant's behalf, to Respondent Fair to repair and strengthen Complainant's unit's weakened floor, widen the doorways and install accessible features in his unit or to transfer Complainant to an accessible unit.
15. Respondent Fair stated to Complainant that Complainant would have to purchase door guards to protect the doors and that management would install them.
16. Respondent Fair then promised Complainant that his unit would be retrofitted to make it accessible.

17. Complainant and/or his social worker called several more times to request that his unit be retrofitted to make it accessible, but Respondent Fair ignored his requests.
18. Approximately a year later, in 2007, Complainant contacted the Miami-Dade County Commissioner's Office for assistance regarding his requests and because the unit was not accessible.
19. In early June 2007, a Commissioner's aide viewed the unit. He observed holes in the floor and commented to Respondent Fair that the unit needed to be retrofitted to address the Complainant's disability. Respondent Fair agreed to retrofit the unit with accessible features.
20. Immediately following the Commissioner's aide's conversation with Respondent Fair, Respondent Fair stated to Complainant, his social-worker and Complainant's wife that Complainant could not live in the unit alone because he was bumping the walls and tearing up the apartment.
21. On or around June 5, 2007, after the Commissioner's aide's visit, Respondents relocated Complainant to Unit #38, an efficiency apartment, to begin retrofitting Unit ██████████.
22. Unit #38 was and is not fully accessible to a person who uses a wheelchair.
23. On or around September 17, 2007, Respondent Fair threatened to evict Complainant, stating that Complainant could not live on his own and complaining that he did not appreciate Complainant going over his head. Respondent Fair also stated that upon Complainant's return to Unit ██████████, he could not have a stove and that he must hire a cleaning service.
24. The Rent Schedule, an agreement between Respondents and HUD, indicates at Part B that all residents of the subject property will be provided with a stove, refrigerator, etc., and that these items are included in the rent for each unit.
25. Respondents' inspection policy states that if the condition of the unit indicates a potential violation because of unacceptable care of the apartment by the household, the household shall be notified in writing of deficiencies and given seven (7) days to correct the deficiencies. Respondents did not send a lease violation to Complainant relating to unacceptable care of the apartment.
26. Three (3) nondisabled tenants received lease violation notices for failure to keep the premises in clean and sanitary condition. The nondisabled tenants were given the opportunity to cure the violations in accordance with Respondents' established rules and policies.
27. Respondents did not send a lease violation to Complainant relating to his stove at any time during his tenancy at the subject property.

28. Respondents have not denied any other resident at the subject property the use of a stove.
29. The retrofits to Unit █████ were estimated to take two (2) to four (4) weeks to complete. Instead, Complainant was not told that Unit █████ was ready until on or around November 5, 2007, approximately five months later than promised.
30. On or around November 5, 2007, Complainant asked the maintenance supervisor whether he could start moving back to Unit █████. The Maintenance Supervisor informed Complainant that he would have to consult with his supervisors because of the conditions that Respondent Fair established relative to Complainant's move back to Unit █████.
31. On or around November 5, 2007, Respondent Fair reminded Complainant's social worker that a cleaning service must be hired to clean Complainant's apartment and that Complainant could not have a stove upon moving back to Unit █████.
32. On or around December 5, 2007, Respondent Fair again refused to allow Complainant to have a stove in his unit.
33. On or around January 3, 2008, Complainant was allowed to move back to Unit █████ and remains there to date.
34. When Complainant returned to Unit █████ the unit did not have a stove. An on-site inspection revealed sixteen (16) non-accessible features within the unit, including the need for guardrails on some of the unit's doors and widened doorways.
35. On or around June 6, 2008, Respondent Fair stated, during an interview with a HUD investigator, that he would return the stove to Complainant's unit if he received a request in writing from HUD.
36. On or around June 9, 2008, HUD's assigned multifamily project manager sent a letter to Respondent Fair urging him to equip Complainant's unit with a stove, pursuant to the Rent Schedule at Part B.
37. The stove was returned to Complainant's unit sometime after June 9, 2008.
38. Complainant is still experiencing difficulty with the inaccessible features in his unit.
39. Complainant has suffered significant damages, including, but not limited to, out-of-pocket expenses, emotional and physical distress, economic loss, inconvenience, embarrassment, and humiliation as a result of Respondents' discriminatory conduct.

D. FAIR HOUSING ACT VIOLATIONS

40. By ignoring and failing to respond to Complainant's numerous repair and alteration requests and transfer requests to an accessible unit, all made pursuant to Paragraph #18 of the lease, Respondent Fair discriminated based on disability in violation of 42 U.S.C. § 3604(f)(2)(A).
41. By removing the stove and not allowing Complainant to have a stove when he moved back into Unit [REDACTED] Respondent Fair discriminated based on disability in violation of 42 U.S.C § 3604(f)(2)(A).
42. By threatening to evict Complainant because he contacted the Commissioner's office when Respondents failed to accommodate his disability, Respondent Fair violated 42 U.S.C. § 3617.
43. By refusing to allow Complainant to have a stove because he contacted the Commissioner's office, as alleged in Paragraphs 18-19 above, Respondent Fair violated 42 U.S.C. § 3617.
44. Respondents Fair, The Urban League Housing Corporation of Greater Miami, Inc., and ULGM, Inc. are jointly and severally liable for Respondent Fair's violations of Act, as alleged in Paragraphs #40-43 above.

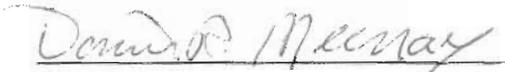
III. CONCLUSION

Wherefore, the Secretary of HUD, through the Office of General Counsel and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondents Fair, The Urban League Housing Corporation of Greater Miami, Inc., and ULGM, Inc. 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 its implementing regulations;
- B. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating against any person because of race, color, sex, national origin, familial status, religion, sex and/or disability in any aspect of the rental, sale, occupancy, use and/or enjoyment of a dwelling;
- C. Awards such monetary damages as will fully compensate Complainant [REDACTED] for his economic losses, including but not limited to, all out-of-pocket expenses, emotional and physical distress, embarrassment, humiliation, substantial inconvenience and any and all other damages caused by Respondents' discriminatory conduct;

- D. Pursuant to 42 U.S.C. § 3612(g)(3), assesses a civil penalty of \$16,500 against each Respondent for each violation of the Act; and
- E. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,


DONNIE R. MURRAY
Regional Counsel, Region IV


JACKLYN L. RINGHAUSEN
Deputy Regional Counsel


SHERRI R. SMITH
Associate Regional Counsel


SYLLORIS D. LAMPKIN
Trial Attorney
U.S. Department of Housing
and Urban Development
Office of the Regional Counsel, Region IV
40 Marietta Street, SW
Atlanta, GA 30303-2806
Tel: 678.732.2808
Fax: 404.730.3315
Email: Sylloris.D.Lampkin@hud.gov

Date: April 7, 2010