

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARINGS AND APPEALS**

Secretary, United States Department of)
Housing and Urban Development, on behalf of)
Redacted Name)
Charging Party,)
v.)
Tzadik Georgia Portfolio, LLC;)
Tzadik Management Group, LLC;)
Wendy Brown; and)
Shequoia Holloway)
Respondents.)
_____)

OHA No. _____

FHEO No. 04-19-6405-8

CHARGE OF DISCRIMINATION

I. JURISDICTION

Redacted Name (“Complainant”), timely filed a complaint with the U.S. Department of Housing and Urban Development (the “Department” or “HUD”) on or about April 3, 2019, alleging that Tzadik Georgia Portfolio, LLC, Tzadik Management Group, LLC, Wendy Brown, and Shequoia Holloway (collectively, “Respondents”) denied a reasonable accommodation request, made housing unavailable, and imposed different terms and conditions based on disability, in violation of the Fair Housing Act (“the Act”), 42 U.S.C. §§ 3601-3619. On November 7, 2019, the complaint was amended to add violations that were identified during the investigation and to name Wendy Brown and Shequoia Holloway as Respondents.

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 re-delegated to the Regional Counsel, the authority to issue such a Charge following a determination of reasonable cause by the Assistant Secretary of Fair Housing and Equal Opportunity or his or her designee, i.e., the Regional Director of the Office of Fair Housing and Equal Opportunity for Region IV. 24 C.F.R. §§ 103.400 and 103.405; 76 Fed. Reg. 42,463, 42,465 (July 18, 2011).

The Regional Director of the Office of Fair Housing and Equal Opportunity for Region IV has determined that reasonable cause exists to believe that discriminatory housing practices have

occurred in this case and has authorized the issuance of this Charge of Discrimination. 42 U.S.C. § 3610(g)(2).

II. SUMMARY OF FINDINGS IN SUPPORT OF THIS CHARGE

Based upon HUD’s investigation of the allegations made in the aforementioned complaint and the Determination of Reasonable Cause, Respondents are charged with violating the Act as follows:

A. LEGAL AUTHORITY

1. It is unlawful to make unavailable or deny a dwelling to any person because of disability. 42 U.S.C. § 3604(f)(1).
2. It is unlawful to refuse 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).
3. The Act defines “handicap” as “a physical or mental impairment which substantially limits one or more of such person’s major life activities, a record of having such impairment, or being regarded as having such an impairment.” 42 U.S.C § 3602(h)(1)-(3). Although the term “handicap” appears in the Fair Housing Act, the Charge and Determination of Reasonable Cause use the terms “disability” and “handicap” interchangeably.
4. The Act defines an “aggrieved person” as any person, corporation, or organization who claims to have been injured by a discriminatory housing practice. 42 U.S.C. § 3602(i)(1); 24 C.F.R. § 100.20.
5. The Act defines “dwelling” as any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.

B. PARTIES AND SUBJECT PROPERTY

6. Complainant is an individual with a disability as defined by the Act.
7. At all times pertinent to this Charge, Complainant has resided at **Redacted Name** **Redacted Name** Albany, Georgia 31705 (“Subject Property”).
8. Complainant is an “aggrieved person” as defined by the Act.
9. At all times pertinent to this Charge, Respondent Tzadik Georgia Portfolio, LLC owned the Subject Property.

10. At all times pertinent to this Charge, Respondent Tzadik Management Group, LLC served as the property manager for the Subject Property.
11. At all times pertinent to this Charge, Respondent Wendy Brown was the Property Manager for Respondent Tzadik Management Group, LLC at the Subject Property.
12. At all times pertinent to this Charge, Respondent Shequoia Holloway was the Regional Manager for Respondent Tzadik Management Group, LLC and oversaw the region where the Subject Property is located.
13. The Subject Property is a “dwelling” as defined by the Act.

C. FACTUAL ALLEGATIONS

14. Since approximately January 31, 2008, Mr. [Redacted Name] has been suffering from a disability (degenerative arthritis and muscle damage in his leg) that effectively prevents him from working.
15. As a direct result of the disability, Mr. [Redacted Name]’s income is solely derived from disability benefits, which are paid to him by the government on or after the second Wednesday of every month.
16. On or about October 15, 2015, Mr. [Redacted Name] moved to the Subject Property and signed a lease agreement that provided that his rental payment was due the first day of every month. The lease agreement also provided that a late fee would be assessed if Mr. [Redacted Name] did not pay his rent on or before the fifth day of the month.
17. Upon moving into the Subject Property, Mr. [Redacted Name] verbally requested that he be permitted to pay his rent on or after the second Wednesday of every month as a reasonable accommodation for his disability, because he could not alter the date when his disability benefits were deposited in his account.
18. The company¹ that owned the Subject Property at the time allowed Mr. [Redacted Name] to pay as he requested, and he consistently did so for as long as they owned the Subject Property.
19. Subsequently, YMP Real Estate Management (“YMP”) purchased the Subject Property and began serving as the property manager. During YMP’s ownership of the Subject Property, Mr. [Redacted Name]’s prior verbal reasonable accommodation request was honored and he was permitted to pay his rent on or after the second Wednesday of every month.
20. Twenty-three (23) payment receipts confirm that Mr. [Redacted Name] paid his rent on or after the second Wednesday of every month to both YMP and to the prior ownership or management entity.

¹ The name of the initial management company is unknown.

21. In or around April 2018, Respondent Tzadik Georgia Portfolio, LLC purchased the Subject Property.
22. Upon taking ownership of the Subject Property, Respondent Tzadik Georgia Portfolio, LLC appointed Respondent Tzadik Management Group, LLC as the property management company.
23. On or about June 27, 2018, Mr. [Redacted Name] was informed that he had been assessed a late fee in the amount of \$100.00 because he had not paid his rent by June 5, 2018. Mr. [Redacted Name] informed the property management staff that he had an agreement with the prior ownership entities and requested to be allowed to continue making his rent payments after the second Wednesday of every month. Tzadik Management Group, LLC issued Mr. [Redacted Name] a demand letter that day informing Mr. [Redacted Name] that \$100.00 was still outstanding in his account and he would be evicted if he did not pay it by June 30, 2018.
24. On or about July 24, 2018, Respondent denied Mr. [Redacted Name]'s verbal request to pay his rent on or after the second Wednesday of every month in a letter signed "WB" informing him that Tzadik Management Group, LLC's Regional Manager had determined that there was no documentary evidence in his tenant file showing that he had an agreement to pay without being assessed a late fee. The letter also informed Mr. [Redacted Name] that his fee for the month of June would be waived as a courtesy, but that he would be assessed a late fee on August 6, 2018, if he did not pay his rent before or on August 5, 2018.
25. On or about August 6, 2018, Mr. [Redacted Name] was given a Notice to Quit signed by Wendy Brown indicating that he would be evicted if he did not pay his August rent as well as \$200.00 in outstanding late fees.
26. On or about August 10, 2018, a Notice of Dispossessory Warrant was issued indicating that Mr. [Redacted Name] owed \$638.00, as well as an additional \$200.00 in fees for the eviction filing. This Notice of Dispossessory Warrant was never heard before the Magistrate Court.
27. On or about August 13, 2018, Mr. [Redacted Name] received an unsigned letter stating that his lease would not be renewed because he had engaged in a verbal altercation with Wendy Brown on August 10, 2018. The letter instructed Mr. [Redacted Name] to surrender possession of the subject property by October 31, 2018.
28. On or about September 6, 2018, Mr. [Redacted Name] was given a second Notice to Quit indicating that he would be evicted if he did not pay his September rent as well as \$300.00 in outstanding late fees.
29. On or about September 10, 2018, a second Notice of Dispossessory Warrant was issued indicating that Mr. [Redacted Name] owed \$738.00 as well as an additional \$200.00 in fees for

the eviction filing. This Notice of Dispossessory Warrant was never heard before the Magistrate Court.

30. On or about September 14, 2018, Mr. [Redacted Name]'s attorney at the time, Samuel Wegleitner of the Georgia Legal Services Program, sent a written reasonable accommodation request through Georgia Legal Services Program to Tzadik Management Group, LLC. Mr. Wegleitner's letter requested an accommodation for Mr. [Redacted Name] to pay his rent on or after the second Wednesday of each month. This written request was the second reasonable accommodation request made by Mr. [Redacted Name].
31. On or about September 26, 2018, Respondent Tzadik Management Group, LLC responded to Mr. Wegleitner's letter and denied Mr. [Redacted Name]'s accommodation request. Despite knowledge of Mr. [Redacted Name]'s disability, Respondent Tzadik Management Group, LLC stated that the denial was due to the fact that Mr. [Redacted Name]'s request pertained to his financial condition (i.e., disability benefits), and not to his disability.
32. On or about October 8, 2018, Mr. [Redacted Name] was given a third Notice to Quit indicating that he would be evicted if he did not pay \$1,276.00.
33. On or about October 17, 2018, a third Notice of Dispossessory Warrant was issued indicating that Mr. [Redacted Name] owed \$1,276.00 as well as an additional \$200.00 in fees for the eviction filing. This Notice of Dispossessory Warrant was never heard before the Magistrate Court.
34. On or about November 8, 2018, a fourth and final Notice of Dispossessory Warrant was issued against Mr. [Redacted Name] alleging that he owed \$1,887.00. This warrant was served on Mr. [Redacted Name] on November 14, 2018.
35. As a result of the proceedings before the Magistrate Court and a judgment against Mr. [Redacted Name], on December of 2018, Mr. [Redacted Name] moved out of the subject property.

D. FAIR HOUSING ACT VIOLATIONS

36. Respondents Tzadik Georgia Portfolio, LLC, Tzadik Management Group, LLC, Shequoia Holloway, and Wendy Brown violated the Act by denying Complainant's multiple legitimate and reasonable accommodation requests and imposing different terms and conditions of tenancy on Complainant.
37. Respondents Tzadik Georgia Portfolio LLC, Tzadik Property Management LLC, Shequoia Holloway, and Wendy Brown violated the Act by making housing unavailable to Complainant by refusing to renew his lease and evicting him.

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), hereby charges Respondents with engaging in discriminatory housing practices in violation of the Act, and requests that an order be issued that:

1. Declares that the discriminatory housing practices of Respondents, as set forth above, violate the Act, as amended, 42 U.S.C. §§ 3601, *et seq.*, and its implementing regulations;
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them from discriminating against any person based on disability;
3. Awards such monetary damages as will fully compensate Complainant for the injuries caused by Respondents' discriminatory conduct;
4. Assesses a civil penalty against each Respondent for each violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671;
5. Mandates Respondents, their agents, employees, successors, and all other persons in active concert or participation with them, to attend training that addresses the Act's prohibitions against disability discrimination; and
6. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.670(b)(3).

Respectfully submitted,

Kiara B. Griggs, Esq.
Deputy Regional Counsel, Region IV
U.S. Department of Housing
and Urban Development
40 Marietta Street SW, 3rd Floor
Atlanta, Georgia 30303
(678) 732-2023

Robert A. Zayac, Jr.
Associate Regional Counsel
U.S. Department of Housing
and Urban Development
40 Marietta Street SW, 3rd Floor
Atlanta, Georgia 30303
(678) 732-2695
(404) 730-3315 (fax)

Christopher (Jake) Gray
Trial Attorney
U.S. Department of Housing
and Urban Development
40 Marietta Street SW, 3rd Floor
Atlanta, Georgia 30303
(678) 732-2072
(404) 730-3315 (fax)

Date: July 2, 2020