

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

The Secretary, United States)
Department of Housing and Urban)
Development, on behalf of Complainants)
NAME REDACTED and **NAME REDACTED**,)
)
Charging Party,)
)
v.)
)
)
Tammy Estrada and Ramiro Estrada,)
)
Respondents.)

HUDOHA No.:
FHEO No. 05-22-6696-8

CHARGE OF DISCRIMINATION

I. JURISDICTION

On August 19, 2022, Complainant **NAME REDACTED** timely filed a complaint with the United States Department of Housing and Urban Development (“Department” or “HUD”), alleging that Tammy Estrada and Ramiro Estrada (“Respondents”) discriminated against her because of her disability, and protected activity, in violation of Subsections 804(f)(1); 804(f)(2); and 804(f)(3)(B) of the Fair Housing Act, as amended, 42 U.S.C. § 3601-19 (the “Act”). The complaint was amended, on November 2, 2022, and August 28, 2023, to revise the statement of alleged facts, to add **NAME REDACTED** as a complainant, identify the **NAME REDACTED**’s minor children as aggrieved persons, and to add an allegation of discriminatory conduct in violation of 42 U.S.C. § 3617.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination (“Charge”) 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 retained and re-delegated 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. 42462-42465 (July 18, 2011).

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

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD’s investigation of the allegations in the above-referenced complaint and the Determination of Reasonable Cause, dated June 27, 2024, Respondents are hereby charged with violating the Act as follows:

A. LEGAL AUTHORITY

1. It is unlawful to make unavailable or deny a dwelling to any buyer or renter because of a disability¹ of (1) that buyer or renter or (2) a person residing in or intending to reside in that dwelling after it is rented or made available, or (3) any person associated with that buyer or renter. 42 U.S.C. § 3604(f)(1); 24 C.F.R. §§ 100.50(b)(1), 100.60(a), 100.202(a).
2. Discrimination under 42 U.S.C. § 3604(f)(1) and (f)(2) 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); 24 C.F.R. § 100.204.
3. It is unlawful to discriminate in the terms, conditions, or privileges of sale or rental of a dwelling because of a disability of (1) that person, or (2) a person residing in or intending to reside in that dwelling after it is rented or made available, or (3) any person associated with that person. 42 U.S.C. § 3604(f)(2); 24 C.F.R. §§ 100.202(b) and 100.50(b)(2).
4. 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 by Sections 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b).
5. Pursuant to the Act, an “aggrieved person” includes any person who claims to have been injured by a discriminatory housing practice. 42 U.S.C. §3602(i).

B. PARTIES AND SUBJECT PROPERTY

6. The subject property is a duplex located at **ADDRESS REDACTED**, Appleton, Wisconsin, 54914. The subject property is a "dwelling" within the meaning of 42 U.S.C. § 3602(b).
7. Complainant **NAME REDACTED** (“**NAME REDACTED**”) is an individual with a disability, within the meaning of the Act, because she has a condition that substantially limits one or more of her major life activities. 42 U.S.C. § 3602(h).

¹ The Act uses the term “handicap” or “handicapped,” which are considered antiquated terms. In this Charge, the terms “disability” or “disabled” will be used, instead. Those terms have the same legal meaning as the term “handicap” or “handicapped,” as defined in the Act.

8. From 2015 through September of 2023, **NAME REDACTED** and her husband, **NAME REDACTED** (“Complainants”), and their minor children, lived at the subject property.
9. The **NAME REDACTED** were injured by Respondents’ discriminatory actions and are “aggrieved persons” as defined by the Act. 42 U.S.C. § 3602(i).
10. At all times relevant to this Charge, Respondents Tammy and Ramiro Estrada owned, and managed, the subject property. Respondents own and operate at least twenty (20) other rental units in and around Appleton, Wisconsin.

C. FACTUAL ALLEGATIONS

11. **NAME REDACTED** was diagnosed with a disabling condition in 2000. She has a verified psychiatric disability. And she has received professional treatment for her mental-health conditions from her current medical provider’s office since at least 2020.
12. Complainants signed a lease with Respondents for the subject property in March of 2015.
13. In March of 2022, **NAME REDACTED** was experiencing a particularly difficult mental health episode. She met with her medical provider and discussed treatment options in the beginning of April.
14. On April 4, 2022, **NAME REDACTED**’s medical provider, **NAME REDACTED**, authored a letter that recommended that she use an emotional support animal as part of her treatment of her mental-health conditions. The letter articulated his diagnosis of a mental-health condition, that the condition affected one or more major life activities, and he recommended that her medical treatment include the use of an assistance animal, which he called an emotional support animal.
15. In May of 2022, Complainants and Respondents executed a one-year lease renewal of the subject property.
16. Complainants’ lease, including the pet policy, allowed animals and did not have a limit on the number of animals tenants could have in their homes.
17. Complainant acquired assistance animals to serve as part of her medical treatment. Her assistance animals provide therapeutic benefits to her.
18. On June 29, 2022, **NAME REDACTED** wrote Respondents an e-mail and stated she had assistance animals that would reside with her in her unit. She told Respondents her request was being made “[i]n accordance with the Fair Housing Act,” disclosed that she had a disability, and provided her medical provider’s letter to support her reasonable accommodation request.
19. Complainants’ lease included various conditions and requirements for pet ownership, including obtaining preapproval before an animal was to enter the rental property, with defined penalties for non-compliance, signing a pet agreement, and breed and size restrictions on dogs.

20. **NAME REDACTED** sought a reasonable accommodation to prevent Respondents' pet policies from applying to her assistance animals.
21. Respondents' lease with the **NAME REDACTED** did not address the topic of reasonable accommodations. Specifically, it did not discuss requests to deviate from Respondents' pet policies, or how to handle the presence of assistance animals, including service animals, in a rental unit.
22. On information and belief, Respondent Tammy Estrada authored and sent all of Respondents' responses to **NAME REDACTED**'s request for reasonable accommodations and other communications.
23. Respondents replied to **NAME REDACTED**'s reasonable accommodation request the same day, June 29, 2022, and said,

You can only have 1 animal for emotional support and that will depend on the breed. We cannot accept dangerous breeds due [sic] it being a duplex. Thank you. Let me know which animal so I can write you up a pet agreement for you to sign and follow. The agreement I send is all done one [sic] line now and a picture of the pet must be attached plus there are pet rules you must follow, pet license, shots with proof etc. so please be aware. Thank you[.]

24. Respondents' lease provisions applied to pets and did not account for any legal difference between pets and assistance animals.
25. The **NAME REDACTED**'s lease prohibited them from adding an animal to a rental unit without prior approval. The lease provision required a tenant to sign a pet agreement before obtaining the "pet." The pet agreement included a three-hundred-dollar (\$300.00) fine for bringing any animal into the unit without advanced permission. Respondents called this fine a "non-refundable pet deposit." Also, Respondents charged twenty-five dollars (\$25) per month (also known as "pet rent") for non-compliance with any of their pet rules.
26. On June 30, 2022, **NAME REDACTED**'s medical provider authored another letter about her medical treatment and her use of assistance animals. This letter identified that more than one animal was being used to assist her. The letter described the nature of the assistance the animals provided **NAME REDACTED**.
27. On July 5, 2022, **NAME REDACTED** sent an e-mail, with the second letter, dated June 30, to Respondents stating,

I am requesting [sic] reasonable accommodation regarding [sic] emotional support animals. I have attached a revised letter from my doctor regarding the animals to show the relationship between my disability and the need for the requested accommodation of multiple emotional support animals. Since pet rules do not apply to emotional support animals, I believe these support animals are exceptions to the additional Pet Agreement you sent me, in order to permit me to utilize ESA's. I am also requesting exceptions from

additional animal security deposits and rent. I am willing to compromise in good faith on some points in the pet agreement contingent on your accommodations.

28. Respondents denied **NAME REDACTED**'s reasonable accommodation request less than ten minutes after it was received. Respondents denied the reasonable accommodation request for exceptions to Respondents' additional fees and pet fine policy, breed and size restriction policy, and pet agreement policy.
29. Respondents' reply to **NAME REDACTED**, denying her request, included a statement prohibiting her from getting any other pet or assistance animal. Respondents directed her to complete the pet agreement for each of her assistance animals, and abide by all their pet policies, including the obligation to pay the pet fines. Respondents also erroneously alleged that **NAME REDACTED**'s possession of her assistance animals breached the City of Appleton's municipal code. And Respondents threatened to "call the city [sic]."
30. Less than twenty minutes after **NAME REDACTED** sent the second reasonable accommodation request, Respondents wrote **NAME REDACTED** a second time. This e-mail message included an explicit warning, that said, "next year we are planning either to let you go or go on a month to month if you don't want to change." Respondents' message concluded with the statement, "That is not your home, yes, it's a home [,] not a farm nor a zoo."
31. On the same day [July 5, 2022, 1:59pm], Complainant responded to Respondents by offering factual and legal information. **NAME REDACTED** restated her commitment to abide by the lease. She provided an excerpt of Appleton's municipal law on the number of animals allowed in a dwelling, which proved the **NAME REDACTED** were not in violation of the municipal code. **NAME REDACTED** further shared HUD's guidance on assistance animals with Respondents. Specifically, **NAME REDACTED** advised that assistance animals are not pets under the Fair Housing Act.
32. In her response e-mail, **NAME REDACTED** also provided excerpts from HUD's guidance on the other topics in dispute. For example, she included in her e-mail the Department's guidance that under the Fair Housing Act persons with disabilities that use assistance animals generally should not be charged fees, deposits, or surcharges for their assistance animals, or be bound by size and breed restrictions. The guidance also addressed the timing of reasonable accommodation requests. It explained that a reasonable accommodation request can be made before or after acquiring an assistance animal. The guidance also states that the request can be made by the resident after bringing the animal into the dwelling. Finally, Complainant acknowledged that the law allowed denied reasonable accommodation requests to be remedied through a complaint process at HUD.
33. Less than 15 minutes later [July 5, 2022, 2:13pm], Respondents replied to **NAME REDACTED**'s e-mail message inviting **NAME REDACTED** to contact HUD to resolve their disagreement about the assistance animals.
34. Respondents' e-mail [July 5, 2022, 2:13pm] reiterated that no additional animal could be obtained. Respondents then gave Complainants "12-hour notice" that they would visit the home to see if it was "sanitary and clean for all the children and living humans and animals

you have there.” Respondent Tammy Estrada had never before requested such an inspection of the **NAME REDACTED**’s residence. Respondents’ threat of an inspection only happened after **NAME REDACTED** requested a reasonable accommodation.

35. Fifteen minutes later [July 5, 2022, 2:28pm], Respondents emailed, again, admitting they had misread the Appleton municipal code, and that Complainant was in compliance with the law. Respondents then went on to say, “you are responsible for damages,” that the “pet agreement” needed to be completed for the assistance animals, and that any dog obtained would need to comply with their breed and size restrictions.
36. On the evening of July 5, 2022, Respondents wrote to **NAME REDACTED** again, saying that after consulting their attorney, **NAME REDACTED** should not fill out the pet agreement. Rather Respondents, would send an “Emotional Support Animal for tenants” form.
37. On July 5, 2022, Complainant asked Respondents if a dog could be obtained from an animal shelter to support her medical treatment. Respondents responded negatively.
38. Respondents sent over twenty messages to **NAME REDACTED** on July 5, 2022.
39. Just before midnight, Respondent Tammy Estrada sent **NAME REDACTED** her final series of messages of the day. Respondent sent these messages through the Facebook message function. Respondent said she did not want **NAME REDACTED** as a tenant, and noted she didn’t need to keep her as a tenant.
40. Also on July 5, 2022, Respondent Tammy Estrada called the medical office of **NAME REDACTED**’s treating physician. During the telephone call, Respondent threatened to file a complaint against the treating physician with the BBB.² Respondent told the office’s receptionist that the doctor should not allow **NAME REDACTED** to operate a “zoo in the city of Appleton.” Respondent also accused **NAME REDACTED** of being dirty. She cited as an example the mushrooms that were growing in **NAME REDACTED**’s “backyard.” **NAME REDACTED**’s treating physician’s office took notes of the telephone call and placed those notes in **NAME REDACTED**’s medical file.
41. On July 6, 2022, the Neenah Animal Shelter wrote to **NAME REDACTED**, denying her application to adopt a dog. The application was denied after Respondent Tammy Estrada advised the shelter that she had prohibited a dog in the rental unit and provided unflattering information about the **NAME REDACTED**’s tenancy.
42. On July 7, 2022, **NAME REDACTED**’s medical provider authored a third letter. This letter recommended a service dog to perform specific named tasks for **NAME REDACTED**. Respondents did not receive a copy of this letter until they discovered **NAME REDACTED**’s service dog at the subject property.
43. During their tenancy from March 2015 to June 2022, Complainants had never been served with a Breach of Contract Notice for a violation of their lease.

² On information and belief, BBB stands for the Better Business Bureau.

44. On July 6, 2022, July 7, 2022, and July 8, 2022, Respondents issued Breach of Contract Notices (“Breach Notices”) to Complainants. The lease violations alleged in the Breach Notices related to the presence of assistance animals on the subject property without advance approval.
45. Respondents’ Breach Notices also alleged lease violations related to vaccination and licensing of the assistance animals. In response to the Breach Notices, **NAME REDACTED** submitted proof of the vaccination and registration of the two cats.
46. The three Breach of Contract Notices were served only after **NAME REDACTED** asked for a reasonable accommodation.
47. Respondents issued a third Breach of Contract Notice, dated July 8, 2022, asserting that Complainants violated the lease by failing to provide vaccination and licensing information for the assistance animals, not signing the pet agreement, and failing to obtain approval before bringing the assistance animals onto the property.
48. To cure the third Breach Notice, Respondents demanded “pet rent” in the amount of two-thousand one hundred dollars (\$2,100.00), and a Pet fine of \$300. The fine was required to be paid in \$100 installments over the following three months. Respondents warned Complainants that they had five days to remedy the breach in the manner prescribed, or to vacate unit; failure to do so would result in legal proceedings “to recover possession, rent owed per your lease, damages, court costs and attorney fees.”
49. Respondents’ third Breach of Contract Notice acknowledged that Complainants were permitted to have assistance animals in their unit. But Respondents asserted the reasonable accommodation requests for exceptions to the pet fees, fines, size and breed restrictions, and the emotional support animal form were denied, and said that the **NAME REDACTED**’s failure to adhere to those rules could lead to an eviction.
50. On July 7 and July 8, 2022, **NAME REDACTED** responded to the notices, contested the breaches of contract, and again provided Respondents information about her right to have assistance animals, and guidance on compliance with civil rights laws for persons with disabilities. **NAME REDACTED** sent Respondents a link to HUD’s Notice FHEO-2020-01 and quoted information from the Notice for Respondents to understand the law. **NAME REDACTED** also identified mitigation measures she was willing to take to address concerns Respondents raised.
51. Respondents did not move to evict Complainants after the five-day period expired. Instead, Respondents demanded additional information about the assistance animals, and requested that **NAME REDACTED** complete an emotional support animal form.
52. On July 10, 2022, Respondent Tammy Estrada wrote **NAME REDACTED** again about the assistance animals and again accused her of having a cat in her unit before making a request for reasonable accommodations of Respondents’ policies.

53. That same day, Respondents wrote to **NAME REDACTED** advising that she needed a doctor's note, and the "Emotional Support Animal Form." Respondents warned Complainants that if they did not comply with these requirements, they would receive "another Breach of contract and we will next evict you if needed."
54. As a result of Respondents' Breach Notices, **NAME REDACTED** contacted a legal aid attorney. That attorney contacted Respondents on July 18, 2022. The attorney informed Respondents that the Breach Notices were unlawful and that if Respondents pursued an eviction for **NAME REDACTED** having emotional support animals, the attorney would litigate the issue in court.
55. Later that day, Respondent Tammy Estrada responded to Complainants' attorney in an e-mail. She did not address the reasonable accommodation request. Instead, Respondent Tammy Estrada warned that she had successfully filed complaints against an attorney in the past, provided evidence of the discipline, and asked for the attorney's bar number.
56. Additionally, Respondent Tammy Estrada called the attorney's office, spoke to the receptionist, and threatened to contact the State regulatory authorities and to report Complainants' attorney if she misrepresented the law.
57. On July 20, 2022, Respondent Tammy Estrada sent another e-mail to Complainants' counsel and to **NAME REDACTED**. The e-mail read, "if you do not follow the laws, I will file with the State Bar Office of Lawyer Regulations." Respondents' e-mail offered seven examples of why Complainants were "not that desirable of tenants," and threatened that, "after this year lease is over I do not have to choose to renew their lease and can have them remove (*sic*) from the premises... I do hope things change though and corrected fully and respectfully between the parties."
58. On July 24, 2022, Respondent Tammy Estrada sent another e-mail to Complainants' counsel advising that she had changed her eligibility policy for her rentals. She said with this new policy the **NAME REDACTED** would not be eligible to rent from her.
59. To prove her point, Respondent Tammy Estrada, enclosed a copy of the new rental application. Respondent filled out the new application with Complainants' information. This application reflected that under Respondents' new screening criteria, the **NAME REDACTED** "would not be eligible to rent from us [Respondents] in the future." Respondent listed debts owed by Complainants to a previous landlord, and a past eviction, which were both dated before 2015, to establish the **NAME REDACTED**'s ineligibility under Respondents' new rental policy. Respondent also declared the **NAME REDACTED** "don't deserve 2nd chances." Finally, Respondent accused Complainants of committing the crime of theft, and called them criminals.
60. On July 31, 2022, Respondent Tammy Estrada responded to a July 30, 2022, email from Hoping Fur a Home—an animal shelter—regarding **NAME REDACTED**'s application for a rescue dog. Respondent replied that she did not want the **NAME REDACTED** to adopt a dog and detailed a series of complaints she had about the **NAME REDACTED** family. As part of that narrative, Mrs. Estrada told the shelter that Complainants had breached their lease

agreement, and that Respondents would not renew their lease when the lease term ended later in 2022.

61. Following the Respondent Tammy Estrada's reply, Hoping Fur a Home denied the adoption request.
62. On August 1, 2022, Respondent Tammy Estrada sent a text message to **NAME REDACTED** stating, "I didnt [sic] receive the Pet Fine of \$300 for having a [sic] animal for 7 yrs [sic] without notification back then and without [sic] doctors [sic] note back then. That is all I have to say today. Thank you."
63. Complainant **NAME REDACTED** filed a fair housing complaint with HUD in August of 2022. Respondents received notice of the HUD complaint on August 19, 2022.
64. On September 25, 2022, Respondents sent a letter to **NAME REDACTED**'s medical provider asking that **NAME REDACTED**'s medical information be sent to the HUD investigator. Respondents requested that **NAME REDACTED**'s doctor write a new letter in support of **NAME REDACTED**'s reasonable accommodation requests, and that the doctor write his prescription in one letter, verifying the need for 6 animals and the purpose of the service dog. Respondents included the HUD investigator's contact information in the body of their letter.
65. The HUD investigator did not ask Respondents to submit this request to the doctor.
66. On October 8, 2022, Respondents issued Complainants another Breach of Contract Notice. This breach concerned the **NAME REDACTED**'s responsibility to cut "the grass and the weeds." as well as a pile of dirt that was 4 feet x 1 x ½ foot, a tall weed near the "gargage" (*sic*), 3-4 grass clipping bags, and a pile of weeds on the front curb.
67. On November 22, 2022, **NAME REDACTED** obtained a service dog. She hired a trainer for the dog.
68. On May 17, 2023, Respondent Tammy Estrada filed a criminal complaint with the Appleton Police Department against the assigned HUD investigator in response to her cancellation of an interview with her husband.
69. Respondents subsequently sent Complainants correspondence that referenced the criminal complaint filed against the HUD investigator.
70. Respondents also filed a complaint with the Department of Justice objecting to HUD's cancellation of the investigative interview.
71. On June 3, 2023, Respondents observed the service dog at the property.
72. On June 3, 2023, Respondents contacted **NAME REDACTED** about her service dog. That same day, **NAME REDACTED** submitted a reasonable accommodation request for the service dog. The request included a copy of her medical provider's letter, from July 7, 2022, prescribing a service dog. In **NAME REDACTED**'s request, she asked to be excused from: (1)

signing additional forms that ask for anything beyond what is required of her by law; (2) any animal security deposit, animal rent; and (3) any dog breed or size restrictions.

73. On June 26, 2023, Respondent Tammy Estrada wrote the HUD investigator, with a carbon copy to **NAME REDACTED**, raising concerns about the **NAME REDACTED**. The e-mail advised that the **NAME REDACTED**'s lease would expire on September 30, 2023, and "we just cannot have this with them anymore." Minutes later, Respondents sent another e-mail to the HUD investigator asking permission "to stop renewing the lease of **NAME REDACTED**."
74. On July 3, 2023, Respondents sent Complainants a Notice of Nonrenewal of Lease ("Nonrenewal").
75. The Nonrenewal explicitly relied on previous allegations that the **NAME REDACTED** violated their lease in July of 2022. The Breach Notices that Respondents sent the **NAME REDACTED** on July 6, 7, and 8, 2022, were cited anew and served as the basis for the nonrenewal. These three breaches were previously sent to Complainants as set forth in paragraphs 44 and 47, above, and concerned the assistance animals being in the rental unit without prior approval from Respondents.
76. The fourteen-page nonrenewal contains seventeen other alleged breaches of the **NAME REDACTED**'s lease. These alleged breaches go back to the beginning of Complainants' tenancy in 2015 and include, but are not limited to, allegations such as "Attempting to Wash Windows", "Parking on Wrong Side of Driveway", and Calling on Phone Instead of Text." All the alleged breaches were included to justify terminating tenancy. Only one of these alleged breaches had been sent to Complainants as a formal "Breach of Contract Notice."
77. On August 28, 2023, Complainants filed an amended complaint.
78. On August 29, 2023, Respondents sent Complainants a contract to sign, titled, "Lease Expiration And/Or Renewal Notice M-M." Respondents conditioned the renewal of the lease on Complainants agreeing to new contract terms, including an extra \$660.00 security deposit and a three-hundred-dollar (\$300) fine for failing to get pre-approval for the emotional support animal. Respondents also shortened the lease term to month-to-month.
79. The new lease contract included Respondents' statement, "This Lease Renewal is being given to Tenant now, due to your new FHA Complaint of 8-28-2023, so we are going to try with Tenant one more time." Respondents gave Complainants a deadline of September 5, 2023, to sign the contract.
80. On September 3, 2023, Respondents amended the August 29, 2023, contract, due to the **NAME REDACTED**'s concerns about signing a lease without an attorney review. The amendment offered Complainants five days to review the lease if they signed the contract.
81. Complainants did not sign the contract by September 5, 2023.
82. On September 22, 2023, Complainants moved to a new rental unit, under the threat of an eviction.

83. That same day, and hours after Complainants vacated their unit, Respondents sent e-mails to HUD, with a carbon-copy to Complainant **NAME REDACTED**, with public records reflecting debts Complainants owed a previous landlord in 2009. Respondents also sent an e-mail with allegations, backed by information obtained from a search on the internet, about the **NAME REDACTED**'s military service and their active-duty status.
84. On September 28, 2023, Complainants returned to the subject property to retrieve items in the unit. They arrived to find ceiling tiles on the floor of the primary bedroom. Complainants picked up the fallen tiles and placed them in a cardboard box. They took a photograph of the ceiling and sent the picture to Respondents.
85. In response to the photograph, Respondents accused Complainants of vandalism, and threatened them with criminal charges. Respondent Estrada accused Complainants of causing at least \$3,000 of damage to the ceiling.
86. On September 30, 2023, Complainants' tenancy at the subject property ended.
87. On October 2, 2023, Respondents shared with Complainants an e-mail message stating that they had filed an insurance claim for the ceiling tiles. In the message, Respondents instructed the insurance company to collect the repair costs from Complainants. Respondents also accused the **NAME REDACTED** of criminal and negligent conduct. Respondents gave their insurance company **NAME REDACTED**'s new contact information, and, while not having anything to do with the ceiling tiles, referenced **NAME REDACTED**'s use of assistance animals.
88. In this same October 2, 2023, e-mail message, Respondents referenced insurance liability exposure for HUD. Respondents claimed HUD's actions in the investigation led to physical damage to the subject property. Respondents asked their insurance company to collect costs of damages to the unit from HUD. HUD staff received Respondents' e-mail exchange with their insurance company.
89. In late September of 2023, Respondents threatened to contact the **NAME REDACTED**'s new landlord. Respondent Tammy Estrada threatened Complainants that she would share pictures of how they allegedly left their unit.
90. On October 5, 2023, the attorney for Complainants' new landlord called Complainant **NAME REDACTED** and advised him that Respondent Tammy Estrada had called the landlord and provided information that caused the landlord to reconsider the **NAME REDACTED**'s tenancy, based on falsification of their lease. He told the **NAME REDACTED** family to vacate the property by December 1, 2023, or face eviction.
91. On October 14, 2023, Respondent Tammy Estrada contacted the new landlord, again. She sent an e-mail message with the subject line "Tenant Reference For **NAME REDACTED** and ESA Disclosure" and asked the new landlord to stop renting to Complainants. The e-mail message also referenced **NAME REDACTED**'s use of assistance animals. **NAME REDACTED** also received the e-mail message.

92. As a result of Respondents' discriminatory acts, Complainants and their family have suffered harms, including, but not limited to, loss of a housing opportunity, emotional distress, inconvenience, and monetary costs associated with securing alternative housing.

D. LEGAL ALLEGATIONS

93. Respondents discriminated against Complainants on the basis of disability in violation of the Act when they denied Complainant **NAME REDACTED**'s reasonable accommodation request for an exception to Respondents' pet rules, including the fees, fines, deposits, breed and size restrictions, and the submission of an Emotional Support Animal form and Pet Agreement. 42 U.S.C. § 3604(f)(1), (f)(3)(B); 24 C.F.R. §§ 100.202(b), 100.204.

94. Respondents made housing unavailable to Complainants based on disability when they denied Complainant **NAME REDACTED**'s reasonable accommodation request for a waiver of their rental policies, and non-renewed the Complainants' lease. 42 U.S.C. §§ 3604(f)(1), 3604(f)(3)(B); 24 C.F.R. § 100.204.

95. Respondents subjected Complainants to less favorable terms and conditions of rental on the basis of disability in violation of the Act when they offered unfavorable lease terms, required Complainants to execute an Emotional Support Animal form, obtain pre-approval for an animal, pay pet fines and fees, interfered with the acquisition of a service animal, and restricted the breed and size of **NAME REDACTED**'s service dog. 42 U.S.C. §§ 3604(f)(2), 3604(f)(3)(B); 24 C.F.R. § 100.202(b).

96. As described above, Respondents violated the Act by coercing, intimidating, threatening, or interfering with Complainants' exercise or enjoyment of their fair housing rights granted and protected by 42 U.S.C. § 3604 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b), (c)(2).

97. As a result of Respondents' discriminatory acts, Complainants have suffered damages, including economic loss, emotional distress, inconvenience, monetary costs to secure alternative housing, and loss of a unique housing opportunity.

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 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondents with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(f)(1), 3604(f)(2), 3604(f)(3)(B), and 3617 of the Act, and prays that an order be issued that:

98. Declares that the discriminatory housing practices of Respondents as set forth above violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601, *et seq.*;

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

100. Mandates Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;
101. Awards such monetary damages as will fully compensate each complainant, and the aggrieved parties, for their economic losses and emotional distress, including but not limited to, all out-of-pocket expenses, medical expenses, emotional and physical distress, embarrassment, humiliation, inconvenience, the loss of a housing opportunity and any and all other damages caused by Respondents' discriminatory actions; and
102. Awards a civil penalty against each Respondent for their violation of the Act pursuant to 42 U.S.C. § 3612(g)(3);
103. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

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