

**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)
Complainant John Doe,¹)

Charging Party,)

v.)

Leaf Property Investments, LLC, Sam Leaf,)
Dennis Parker,)

Respondents.)

OHA No.:
FHEO No.: 05-20-0395-8

CHARGE OF DISCRIMINATION

I. JURISDICTION

On September 23, 2020, Complainant John Doe (“Complainant”) timely filed a verified complaint with the United States Department of Housing and Urban Development (“Department” or “HUD”), alleging that Respondents Leaf Properties Investments, LLC, and Dennis Parker violated the Fair Housing Act, 42 U.S.C. § 3601, *et seq.* (the “Act”) on the bases of sex and/or disability.²

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

¹ This Charge of Discrimination (“Charge”) has been filed using pseudonyms to protect the identity of Complainant given the confidential and protected disability information disclosed in this public Charge. Respondents have participated in this investigation and are aware of Complainant’s identity for purposes of responding to the claims in this Charge. An unaltered version of the Charge and Determination of Reasonable Cause, identifying Complainant by his real name, has been filed under seal with the Office of Hearings and Appeals.

² Complainant amended his complaint on or around February 27, 2021, to properly name Respondent Leaf Property Investments, LLC, to add Respondent Sam Leaf, to add claims of retaliation and interference with fair housing rights, to add a claim that housing was made unavailable to Complainant, and to clarify the statement of facts and the date on which the alleged discrimination occurred.

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

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based upon HUD's investigation of the allegations contained in the aforementioned complaint and findings contained in the attached Determination of Reasonable Cause, the Secretary charges Respondents 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 sex or disability. 42 U.S.C. §§ 3604(a), 3604 (f)(1); 24 C.F.R. §§ 100.50(b)(3); 100.60(b)(7); 100.70(b); 100.202(a)(1) and 100.600(a)(2).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex or disability. 42 U.S.C. §§ 3604(b), 3604 (f)(2); 24 C.F.R. §§ 100.50(b)(2), 100.65(a), (b)(7); 100.202(b)(1) and 100.600(a)(2).
3. It is unlawful to make any statement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on sex or disability, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4) and 100.75(a), (b), and (c)(1).
4. 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 section 804 of the Act. 42 U.S.C. § 3617; 24 C.F.R. §§ 100.50(b)(3); 100.60(b)(7); 100.65(b)(7); 100.400(b), (c)(2); and 100.600(a)(2).
5. It is unlawful to retaliate against any person because that person reported a discriminatory housing practice to a housing provider or other authority. 42 U.S.C. § 3617; 24 C.F.R. §100.400(c)(6).
6. 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); 24 C.F.R. § 100.20.
7. Pursuant to the Act, a person is vicariously liable for a discriminatory housing practice by the person's agent or employee regardless of whether the person knew or should have known of the conduct that resulted in a discriminatory housing practice, consistent with agency law. 24 C.F.R. § 100.7(b).
8. Sex discrimination under the Act includes discrimination because of sexual orientation.

B. PARTIES AND SUBJECT PROPERTY

9. Complainant is a gay male and a person with mental disabilities. Complainant receives Social Security Disability Insurance (“SSDI”). Complainant’s mental disabilities substantially limit one or more of his major life activities including, but not limited to, his ability to stabilize his emotions, interact socially, work, sleep, and cope with stress. Complainant is an individual with a disability within the meaning of the Act. 42 U.S.C. § 3602(h).
10. At the time of the alleged discrimination, Complainant resided at the subject property located at **ADDRESS REDACTED**, in Milwaukee, Wisconsin, (“subject property”) from on or about April 5, 2019, until on or about July 1, 2020.
11. Complainant is an aggrieved person as defined by the Act. 42 U.S.C. § 3602(i).
12. The subject property is a licensed rooming house consisting of 19 individual rental units. Each tenant has his/her own room with a kitchen, but the tenants share a bathroom and other communal spaces.
13. The subject property is a “dwelling” as defined by the Act. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.
14. Respondent Leaf Property Investments, LLC (“Respondent LPI”) is a limited liability company registered with the State of Wisconsin. At all times relevant to this Charge, Respondent LPI owned the subject property, in addition to owning and/or operating several other residential rental properties.
15. Respondent Sam Leaf (“Respondent Leaf”) is the registered agent for Respondent Leaf Property Investments, LLC, with a principal place of business located at 1032 E. Holt Avenue, in Milwaukee, Wisconsin. Respondent Leaf also manages the subject property, visits the property weekly to inspect the utilities and the laundry room, and to collect rent.
16. At all times relevant to this Charge, Respondent Dennis Parker (“Respondent Parker”) lived at 1511 E. Royall Place, Unit 10, in Milwaukee, Wisconsin, which is located across the street from the subject property and is also owned by Respondent LPI.
17. At all times relevant to this Charge, Respondents LPI and Leaf employed Respondent Parker as the onsite manager of the subject property. His duties included handling rental inquiries; showing prospective applicants available rooms for rent; receiving applications for tenancy; interacting with tenants regarding housing-related issues; handling tenant complaints; using keys to access tenants’ units; enforcing lease provisions; handling maintenance requests; and making repairs in tenants’ units at the subject property.

C. FACTUAL ALLEGATIONS

18. In April 2019, Complainant saw a rental advertisement on craigslist.org and called the telephone number listed in the advertisement. On or about April 4, 2019, Complainant spoke

to a man, who was later identified as Respondent Parker, by telephone to inquire about renting a room at the subject property. An appointment to view the unit was scheduled for that day.

19. During the showing, Complainant informed Respondent Parker of his sexual orientation, gay, and that he is a person with a disability. Complainant disclosed his protected class statuses to avoid potential future problems. Respondent Parker rented the unit to Complainant. Complainant paid Respondent Parker a \$500 security deposit and \$500 for the first month's rent.
20. On or about April 5, 2019, Complainant moved into the subject unit.
21. Shortly after Complainant moved into the subject property, he developed a friendly relationship with Respondent Parker. They would socialize at the subject property and occasionally go out to dinner, often with at least one other tenant.
22. Early on in Complainant's tenancy, Respondent Parker made some sexually offensive comments to Complainant. At first, Complainant thought Respondent Parker's verbal comments were just banter and that Respondent Parker was joking. Complainant tried to diffuse the situation with humor by bantering back.
23. In or around December 2019, Respondent Parker's verbal comments and text messages became more and more offensive and sexually explicit. Respondent Parker began making verbal comments to Complainant, including, but not limited to, "I would like to fuck you," and "you should give me a blow job" or words to that effect.
24. On December 9, 2019, Respondent Parker texted Complainant, "[g]rab your ankles daddy is coming to get some."
25. On December 11, 2019, Respondent Parker texted Complainant, "[w]hat do you think about anal fisting" and "I have a bowling [p]in with your name on it."
26. On December 11, 2019, Complainant texted Respondent Parker, "[s]ome of these statements trigger my [disability]," "[p]lease be more understanding of what I've gone through," and "[w]e both need to respect each other." In response to these pleas, Respondent Parker replied, in relevant part, "[a]lways a third time cry a river are your pathetic crys [sic] answered fuck no...Grow a set... strong live weak cry and give up. Who are you."
27. Between December 12, 2019, and continuing through December 21, 2019, Respondent Parker sent Complainant over 40 text messages, some of which were extremely offensive to Complainant. Complainant understood some of the text messages to be threats to rape him.
28. From December 12 through December 21, 2019, Respondent Parker's text messages to Complainant included, but were not limited to: "[a]re you still on your period"; "[g]uess what you're a punk bitch sick homosexual"; "[f]uck you bitch ass faggot"; "[f]ucking loser nigger lover"; "[t]ry your drama queen faggot fucking sick ass against the Bible fuck your family";

“weak bitch and a coward that’s why you have so ma[n]y problems in life”; “I though[t] about you fucking queer get me fired do your best fuck this job...[y]ou’re a fag a abomination [sic] against Jesus fuck you”; “[g]o fuck yourself shove a hamster up your ass”; “[y]ou been fucked in the ads [sic] so much you think it’s okay and you can keep your bitch ass pansy queer clear homosexual are sick and a disease”; “[f]uck you fag talk all your shit you fat homo”; and “[g]ay pride get back in the closet.”

29. From December 12 through December 21, 2019, Respondent Parker also sent text messages to Complainant where he criticized Complainant’s mental disabilities and his receipt of SSDI texting, “U weak and retarded. Look how u shake and act around people you are a loser ... Get off your lazy ass and work quit scamming off the government...”; “[l]ittle fag parade scam off the government you can work”; and “get off your lazy lame excuse making Ass and contribute to the wor[ld] you live in.”
30. From December 12, 2019, through December 21, 2019, Complainant did not reply to any of Respondent Parker’s text messages because he was afraid to respond, believing that the situation would escalate.
31. On December 22, 2019, Complainant called the Milwaukee Police Department and informed the police dispatcher that Respondent Parker sent him sexually abusive text messages, and that Respondent Parker was yelling threats to “batter” Complainant, threats to kill people, and also yelling that all “homosexuals” should be burned “like the Jews” or words to that effect.
32. On December 22, 2019, when the police officer arrived, Complainant informed the officer that he had received hateful slurs, and sexually abusive and threatening text messages from Respondent Parker for three to four weeks. After the officer reviewed the text messages, he went across the street to Respondent Parker’s unit. The police report states that after the officer knocked on Respondent Parker’s door and attempted to speak with him, Respondent Parker told the officer “go fuck yourself.” The officer issued Respondent Parker a citation, under his door, for disorderly conduct in the amount of \$195.
33. Respondent Parker did not text message Complainant from December 22, 2019, through January 23, 2020.
34. On January 24, 2020, Respondent Parker texted Complainant, “[y]our little stunt calling the police cost me 189 dollars...”; and “[f]at POS I will always hate you you’re a manipulator a fucking piece of shit user. I wish you would just move and get the fuck out.”
35. Also on January 24, 2020, Respondent Parker threatened to call the police on Complainant and after Complainant replied, “[o]k call the Cops,” Respondent Parker responded that he was serving Complainant a five-day notice to vacate his unit at the subject property within 30 days.
36. Respondent Parker continued to send Complainant text messages on January 24, 2020, texting, “[m]ove tomorrow would be the best answer. Sam and I talk every[day]. I have his

full permission to get you out”; “[f]uck you call the police over petty bs u owe 189 dollars I won’t see if be be [sic] gone quick. Think me and Sam are not on the same page...Nice meeting you but obviously you are not a good fit for leaf properties”; “[b]e out February 1st or your shits [sic] on the curb. You use people haha I see you. You’re so fucking ugly inside. Get the fuck out get the fuck out fast.” Complainant only replied, “[o]k. I’ll put it on my list.”

37. On January 24, 2020, Respondent Parker further texted, “...you have so many disgusting sexual partners.” Complainant responded that he intended to leave his unit. Respondent Parker texted Complainant to “stick a cross up” his anus. Complainant replied, “...I’m asking [you] now to [please] leave me alone. Thank you.”
38. On January 24, 2020, Respondent Parker sent additional text messages to Complainant based on his disability and receipt of SSDI including, “I won unemployed loser”; “[g]et a job”; “[l]azy leach”; and “[y]ou know what’s scarce at royall people that have job’s [sic].”
39. On January 28, 2020, Respondent Parker sent Complainant a text message asking, “I’m hungry do you want to come with us to eat.” Complainant replied:

What[?] You threatened to kick me out by the first with no eviction notice [...] you threatened to call the cops on me, and through [sic] all my stuff on the front lawn. As well as say once again sexual harassment comments by shoving a cross up my ass. You attack my weight ... No I’m keeping my distance from you. You already threatened to kill me on two occasions. Why would I ever want to be around such a psy[ch]opath. You need professional help Dennis. You are out of control. Your [sic] filled with such hate. I strongly believe in peace, hope, love and respect. You have none of those qualities. But what’s strange Terry³ does. You threatened me on multiple occasions, you broke both my windows, you spread hateful rumors about me (I only talked to Terry- no one else), you call me a slut and a whore because of my bed bug issue. Dennis I just don’t trust u anymore. You owe me huge apologies for all this behavior. I have done nothing to deserve it at all.

40. From January 31, 2020, through February 16, 2020, Complainant and Respondent Parker did not exchange text messages.
41. For a short time from on or about February 17, 2020, through February 26, 2020, after Complainant made a maintenance complaint to the City, Respondent Parker acted in a more friendly manner toward Complainant. During this time, Respondent Parker refrained from using harassing language in his text messages.
42. On February 27, 2020, Complainant, Terry Schroeder and Respondent Parker went out to dinner together. Later that evening, after dinner, Respondent Parker sent Complainant a series of text messages, expressing frustration at purportedly having been left with a restaurant bill after dinner.. Respondent Parker texted Complainant, “faggot”; “loser”; “Sam

³ “Terry” refers to another tenant, Terry Schroeder, who also resided at the subject during this time and socialized with Complainant and Respondent Parker.

and I just had a lengthy discussion it's best that you find a new home. Please move by April"; "[m]oving day your [sic] being evicted too call Sam"; and "appreciate you ... gone by March 1st."

43. On February 28, 2020, Respondent Parker threatened to evict Complainant once again when he texted, "Sam and I have discussed the constant problems and headaches and would like you gone April 1st ... When everything you own is on the lawn April 1st who one [sic]? I'm smsh9 [sic] everything with a hammer if you're not gone ... homosexuals have no morals."
44. On March 5, 2020, Respondent Parker sent another text message to Complainant, "...Sam would like to see you move he is not renewing your lease and you are herby [sic] given your 30 day notice to vacate the property...Sam's words not mine."
45. On April 13, 2020, Complainant sent Respondent Leaf a text message informing him that Respondent Parker had tried to force Complainant to vacate his unit several times, with no written notice or warning. While Respondent Leaf replied to other matters raised by Complainant in his text message, Respondent Leaf, did not respond to Complainant's text message regarding Respondent Parker demanding Complainant vacate the property.
46. On May 29, 2020, Complainant sent Respondent Leaf a text message conveying his 30-day notice to vacate the property and informed Respondent Leaf that he would vacate on July 1, 2020. Respondent Leaf replied and confirmed that "July 1st is ok."
47. On June 21, 2020, Respondent Parker physically assaulted Complainant at the subject property by punching Complainant in the groin with a closed fist. Immediately afterwards, Respondent Parker said, "hope you enjoyed the sexual assault," or similar words to that effect.
48. On June 23, 2020, Complainant called the Milwaukee Police Department to report the assault and to report that, the day before, Respondent Parker made statements that Respondent Parker wanted to sleep with Complainant. After Complainant described the assault, he explained to the officers that he did not report the incident right away because Respondent Parker is the property manager, and Complainant was fearful of what the police report described as fear of "tenant intimidation." That same day, the police officers spoke to Respondent Parker who denied the assault. The officer issued Respondent Parker a citation, for assault and battery, in the amount of \$376.
49. On June 23, 2020, Complainant sent Respondent Leaf a text message informing him that Respondent Parker assaulted him and that if Respondent Parker continued to harass Complainant, he "...will call the cops, press charges, and file a restraining order. This harassment needs to end NOW!" Respondent Leaf did not respond to Complainant's June 23, 2020, text message.
50. On June 25, 2020, Complainant texted Respondent Leaf who failed to respond to Complainant's June 23, 2020, text message. Complainant texted Respondent Leaf:

“Dear Sam

According to Dennis he has your full permission to take any and all of my personal property either downstairs, my room and my futon and either destroy it, sell it, or throw it out. If he touches any of my personal property I will call the cops, press charges and hold you legally responsible for his actions. His drinking and drug use is out of control. He continues to yell from his balcony God HATES niggers and fagots [*sic*]. He is completely out of control. Please inform him these threats are a violation of my tenets [*sic*] rights. If he chooses to break them legal consequences will take place.”

51. On June 25, 2020, Respondent Leaf finally responded to Complainant and texted, “I’ll tell him to stay [a]way from you. Just confirming you gave your 30-day notice and are moving out next week.” Complainant replied, “next week Wednesday.” Respondent Leaf replied, “I’ll tell him to not talk to you or approach you about anything. Leave you in peace for the next week.”
52. On or about July 1, 2020, Complainant vacated the subject property.
53. Another tenant who resided at the subject property during the relevant time period witnessed Respondent Parker’s harassing behavior. The witness recalled that Respondent Parker called Complainant a “fag,” would propose sexual acts that Respondent Parker wanted to do to Complainant and yelled anti-gay slurs, such as “I hate faggots,” from his balcony outside. The witness also stated that Respondent Parker’s comments were often about oral sex and involved words like “cocksucker,” and other comments about Complainant’s sexuality.
54. Respondents LPI and Leaf are vicariously liable for Respondent Parker’s discriminatory conduct. 24 C.F.R. §§ 100.7(b).
55. As a result of Respondent Parker’s discriminatory conduct, Complainant suffered actual damages, including, but not limited to economic loss, lost housing opportunity, embarrassment, humiliation, anxiety, and other emotional distress.
56. Complainant indicated that Respondent Parker’s harassment was one of the worst experiences of his life and an extremely traumatic experience for him. Complainant has not stopped thinking about the harassment to this day. The harassment exacerbated his disability which caused Complainant to suffer frequent panic attacks. Due to the harassment, Complainant’s headaches are much worse, and he also has difficulty sleeping.

D. LEGAL ALLEGATIONS

57. Respondents discriminated against Complainant based on sex and disability by making housing otherwise unavailable to Complainant when Respondent Parker subjected Complainant to harassment because of sex and disability, causing Complainant to vacate his home, in violation of subsections 804(a) and 804(f)(1) of the Act. 42 U.S.C. §§ 3604(a),

3604 (f)(1); 24 C.F.R. §§ 100.50(b)(3); 100.60(b)(7); 100.70(b); 100.202(a)(1) and 100.600(a)(2).

58. Respondents discriminated against Complainant in the terms, conditions, or privileges of the rental of a dwelling, because of sex and disability, when Respondent Parker subjected Complainant to severe or pervasive harassment, in violation of subsections 804(b) and 804(f)(2) of the Act. 42 U.S.C. § 3604(b), 3604(f)(2); 24 C.F.R. §§ 100.50(b)(2); 100.65(a), (b)(7); 100.202(b)(1) and 100.600(a)(2).
59. Respondents discriminated against Complainant when Respondent Parker made numerous statements to Complainant with respect to the rental of the subject property, that indicated a preference, limitation, or discrimination, based on sex or disability, or an intention to make such preference, limitation or discrimination including unwelcome comments of a sexual or disability-related nature, in violation of subsection 804(c) of the Act. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4); 100.75(a), (b), and (c)(1).
60. Respondents discriminated against Complainant when Respondent Parker coerced, intimidated, threatened, and interfered with Complainant's exercise or enjoyment of rights granted or protected by section 804 of the Act, in violation of section 818 of the Act. 42 U.S.C. § 3617; 24 C.F.R. §§ 100.50(b)(3); 100.60(b)(7); 100.65(b)(7); 100.400(b), (c)(2); and 100.600(a)(2).
61. Respondents discriminated against Complainant when Respondent Parker retaliated against Complainant by taking actions to evict Complainant after Complainant reported the harassment and violence to the police, in violation of section 818 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(6).

III. CONCLUSION

WHEREFORE, the Secretary of HUD, through HUD's Office of the General Counsel for Region V, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents with engaging in discriminatory housing practices in violation of §§ 3604(a), 3604(b), 3604(c), 3604(f)(1)-(2), and 3617, and requests that an Order be issued that:

1. Declares that the discriminatory housing practices of Respondents, as set forth above, violate subsections 804(a), 804(b), 804(c), 804(f)(1)-(2), and 818;
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating or retaliating against any person in any aspect of the rental of a dwelling in violation of the Act, including because of sex or disability, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.670(b)(3)(ii);
3. Enjoins Respondents from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or aided or encouraged any other person in the exercise or enjoyment of, any right

granted or protected by the Act, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.670(b)(3)(ii);

4. Awards such monetary damages as will fully compensate Complainant for his actual damages caused by Respondents' discriminatory conduct, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.670(b)(3)(i);
5. 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; and
6. Awards such additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

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