

determination, after investigation, that reasonable cause exists to believe Respondents engaged in a discriminatory housing practice. *See* 42 U.S.C. § 3610(g)(1)-(2); 24 C.F.R. §§ 103.400 and 103.405.

II. LEGAL AUTHORITY AND FACTUAL BASIS FOR THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned HUD Complaint and the Determinations of Reasonable Cause, Respondents are hereby charged with violating the Act as follows:

A. LEGAL AUTHORITY

1. It is unlawful to discriminate against any person in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability. 42 U.S.C. § 3604(f)(1)(A); 24 C.F.R. §§ 100.50(b)(1) and 100.202(a)(1).
2. 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 such dwelling, because of a disability of that person. 42 U.S.C. § 3604(f)(2)(A); 24 C.F.R. §§ 100.50(b)(2) and 100.202(b)(1).
3. Discrimination under 42 U.S.C. § 3604(f)(1) and (2) includes the refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204.

B. PARTIES AND SUBJECT PROPERTY

4. Complainant is a person with a disability, as defined by the Act. 42 U.S.C. § 3602(h).
5. Complainant is an aggrieved person, as defined by the Act. 42 U.S.C. § 3602(i); 24 C.F.R. § 100.20.
6. At all times relevant to the Charge, Respondent Serrot owned seven (7) residential rental properties, including a two-unit building located at **ADDRESS REDACTED**, Maplewood, New Jersey 07040 (the "Subject Property"). The Subject Property constitutes a "dwelling" within the meaning of the Act. 42 U.S.C. § 3602(b)
7. At all times relevant to the Charge, Respondent Torres and her husband were the sole owners of Respondent Serrot.
8. At all times relevant to the Charge, Respondent Torres acted as manager and broker for leasing the Subject Property.

C. FACTUAL ALLEGATIONS

9. Complainant is a person with a mental health disability that substantially limits major life activities, including breathing, sleeping, and difficulty in social situations.
10. On or about June 30, 2021, Respondents advertised the Subject Property for rent on the Multiple Listing Service and specified that no pets were allowed.
11. On that same day, real estate broker **NAME REDACTED** (“Ms. **NAME REDACTED**”) contacted Respondent Torres by text message to inquire about the Subject Property on behalf of her clients, Complainant and **NAME REDACTED** (“**NAME REDACTED**”).²
12. On July 1, 2021, Ms. **NAME REDACTED** emailed a completed rental application for the Subject Property and application fees to Respondent Torres. Ms. **NAME REDACTED** also emailed evidence of the Complainant’s and **NAME REDACTED**’s income.
13. On the evening of July 1, 2021, in a telephone conversation between Respondent Torres, Complainant, **NAME REDACTED**, and Ms. **NAME REDACTED**, Respondent Torres approved the rental application of Complainant and **NAME REDACTED**. After receiving approval, Complainant informed Respondent Torres that she had an assistance animal. Respondent Torres stated, “well, you know I cannot say no to that,” and advised she would forward a draft lease for review.
14. Later that evening, Respondent Torres emailed a draft lease to Ms. **NAME REDACTED**. In her email, Respondent Torres requested a photo of the assistance animal and stated that she would contact her insurance company regarding any possible increase in insurance premiums.
15. Paragraph 23 of the draft lease stated: “No dogs, cats or other pets shall be permitted on the Property without the prior consent of the Landlord, which the Landlord may withhold in the Landlord’s sole and absolute discretion.”
16. Paragraph 47 of the draft lease included the following language:

If the landlord has any signs of issues with the dog barking, or making too much noise the rent will increase by \$100 w/ a 30 day notice. The landlord has the right to terminate the lease with a 60 day notice if the dog becomes an issue for any reason. Landlord gives the reason, tenant cannot fight the issue or give the landlord any issues about leaving. Tenant is not to speak to the 1st floor asking if they have any issues, if landlord documents an issue, the issue was brought to my attention and that is it. 3 issues will be my limit. Only Landlord can terminate lease for the concerns with the pet, not the tenant. If the tenants dog bites someone - the tenant understand they need

² Ms. **NAME REDACTED** is **NAME REDACTED**’s mother.

to carry insurance to cover them, the landlords increase in insurance because of the dog will be paid by the tenant to cover the landlord only.

Dog is NOT to pee inside – not even on a Pad. Dog needs to be walked – I will request visits to confirm the maintenance of the apt. Dog cannot be washed in the tub, hair will clog the old pipes.

17. On July 2, 2021, Ms. **NAME REDACTED** corresponded with Respondent Torres about the insurance. She informed Respondent Torres that the assistance animal was being professionally trained. In addition, Ms. **NAME REDACTED** attached a “Civil Rights Fact Sheet” and objected to certain conditions in the draft lease. Ms. **NAME REDACTED** suggested the following revisions:

Please replace any references to the emotional service animal with: Tenant agrees to be financially responsible for any and all damages that might be incurred by the emotional service animal. Landlord retains the right to revoke the tenant’s right to house the emotional support animal on the property if 3 incidents of undue hardship to the landlord and other tenants are documented. Rugs fine, hardwood floor repairs fine.

18. Respondent Torres replied by email later that day. She requested “the dog’s certificate saying he is [a] certified therapy/service dog”, proof that both applicants have been paying their current rent, and contact information for their landlord. Respondent Torres additionally indicated that the “Civil Rights Fact Sheet” was for “associations, coops, condos—Not 2 family homes” and she had not found any information on emotional support animals in her online research of state law.
19. On the same day, Ms. **NAME REDACTED** responded to Respondent Torres and provided documentation of Complainant and **NAME REDACTED**’s rental history, including cancelled checks. Ms. **NAME REDACTED** additionally informed Respondent Torres that emotional support animals are also covered under the Fair Housing Act.
20. On July 4, 2021, Respondent Torres emailed Ms. **NAME REDACTED** stating that Respondent Torres’s attorney would need to review the terms in the lease to see if they comply with Fair Housing law and again requested the certificate for the assistance animal and contact information for the current landlord.
21. On July 5, 2021, Ms. **NAME REDACTED** forwarded Respondent Torres an email from Complainant. In this email Complainant explained that a significant reason for her desire to move was that she had been sexually harassed by her current landlord and his relative. Complainant stated that she did not want the current landlord to know where she was moving, and she feared he would provide a negative reference. She provided an alternative reference, a medical letter, and informed Respondent Torres that assistance animals were not required to be certified.

22. On July 6, 2021, Respondent Torres texted Ms. **NAME REDACTED** that she would not have any issues leasing to Complainant if she agreed to her original lease language. She stated that her attorney would review the revised language. She wanted to speak to the current landlord or have her attorney speak to the landlord to inquire about dog noises or potential issues that would affect her building.
23. On July 7, 2021, Respondent Torres received a notification that Complainant left a “one-star” review of Respondent Torres and REMAX Lifetime Realtors on Google alleging that Respondent Torres discriminated against her based on disability.
24. Later that same day, Respondent Torres advised Ms. **NAME REDACTED** that Respondents would not proceed with Complainant’s application to rent the Subject Property without speaking with their current landlord, despite Complainant’s concerns and the documentation provided in support of the disability-related need for her assistance animal.
25. Five days later, on July 12, 2021, Respondents received an application to rent the Subject Property from a different party. They executed the lease on July 24, 2021.
26. As a result of Respondents’ actions, Complainant suffered actual damages, including, but not limited to, emotional distress, humiliation, embarrassment, out-of-pocket expenses, and inconvenience.

D. LEGAL ALLEGATIONS

27. As described in the paragraphs above, Respondents discriminated against Complainant because of her disability when they refused to rent to Complainant. 42 U.S.C. § 3604(f)(1)(A); 24 C.F.R. §§ 100.202(b)(1) and 100.50(b)(2).
28. As described in the paragraphs above, Respondents discriminated against Complainant in the terms, conditions, or privileges of rental of a dwelling because of Complainant’s disability. 42 U.S.C. §§ 3604(f)(2)(A); 24 C.F.R. § 100.202(b).
29. As described in the paragraphs above, Respondents discriminated against Complainant by refusing to make reasonable accommodations in their rules, policies, or practices, when such accommodations were necessary to afford Complainant equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a).

III. CONCLUSION

WHEREFORE, the Secretary of HUD, through the Office of the General Counsel, 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 42 U.S.C. §§ 3604(f)(2), and 3604(f)(2)(A), 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. §§ 3601-3619;
2. Enjoins Respondents, their agents, officers, employees, and successors, and all other persons in active concert or participation with any of them, from discriminating or retaliating against any person because of disability in any aspect of the sale, rental, use, or enjoyment of a dwelling;
3. Mandates that Respondents, their agents, officers, 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, retaliatory, discriminatory conduct described herein and to prevent similar occurrences in the future;
4. Awards such monetary damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainant for damages caused by Respondents' discriminatory conduct;
5. Awards a civil penalty against Respondents 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 any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted,



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