

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF ADMINISTRATIVE LAW JUDGES**

Secretary, United States Department of)	
Housing and Urban Development, on behalf of)	
NAME REDACTED ,)	
)	
Charging Party,)	HUDOHA No.
)	FHEO No. 08-21-2376-8
)	
v.)	
)	
Vernon Morgan, Jr.,)	
)	
Respondent.)	
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CHARGE OF DISCRIMINATION

I. JURISDICTION

On November 23, 2020, **NAME REDACTED** (“Complainant”) filed a complaint (“Complaint”) with the U.S. Department of Housing and Urban Development (“HUD” or the “Department”) alleging that Vernon Morgan, Jr. (“Respondent”) violated the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.* (the “Act”), by discriminating against Complainant because of her sex.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination (“Charge”) 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)-(2). The Secretary has delegated that authority 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 for Fair Housing and Equal Opportunity or his or her designee. 24 C.F.R. §§ 103.400, 103.405; 76 Fed. Reg. 42463, 42465 (July 18, 2011).

The Acting Regional Director of the Office of Fair Housing and Equal Opportunity for Region VIII 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 on HUD's investigation of the allegations made in the aforementioned Complaint and findings contained in the attached Determination of Reasonable Cause, the Secretary charges Respondent 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. 42 U.S.C. § 3604(a); 24 C.F.R. §§ 100.50(a), (b)(3); 100.60(a), (b)(5)-(7); 100.70(b); 100.600(a)(1)-(2).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of rental of a dwelling because of sex. 42 U.S.C. § 3604(b); 24 C.F.R. §§ 100.50(a), (b)(2)-(3); 100.60(a), (b)(6); 100.65(a), (b)(4)-(7); 100.70(b); 100.600(a)(1)-(2).
3. It is unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement in connection with the rental of a dwelling that indicates a preference, limitation, or discrimination based on sex. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(a), (b)(4); 100.75(a), (c)(2).
4. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, any right granted or protected by section 804 of the Act. 42 U.S.C. § 3617; 24 C.F.R. §§ 100.60(b)(6)-(7); 100.65(a), (b)(6)-(7); 100.400(b), (c)(2), (c)(4); 100.600(a)(1)-(2). This includes retaliating against any person because that person complained about a discriminatory housing practice to a housing provider or other authority. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b), (c)(5)-(6).
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); 24 C.F.R. § 100.20.

B. PARTIES AND SUBJECT PROPERTY

7. Complainant is female. Complainant is an "aggrieved person," as defined by the Act. 42 U.S.C. § 3602(i); 24 C.F.R. § 100.20.
8. The subject property is a two-story house with five rooms used as bedrooms/rental units and three full bathrooms ("Subject Property"). The Subject Property is located at **ADDRESS REDACTED**, Greeley, CO 80634.
9. The Subject Property is a "dwelling" as defined by the Act. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.
10. Respondent is male. Respondent is the owner of the Subject Property and managed the Subject Property's rental units at all times relevant to the allegations.

11. Respondent rents individual bedrooms/units in the Subject Property to individual tenants or families. Depending on the room rented, tenants may share bathrooms. Tenants share the kitchen area and all other common areas of the Subject Property.
12. Complainant resided at the Subject Property from June 1, 2020 until December 31, 2020.

C. FACTUAL ALLEGATIONS

13. In May 2020, Complainant contacted Respondent to inquire about renting a room at the Subject Property.
14. Respondent and Complainant signed a month-to-month lease agreement for Complainant to rent a downstairs room, which she used as a bedroom, for \$500 per month.
15. Complainant moved into the Subject Property on or about June 1, 2020, with an air mattress that leaked air. Complainant's bedroom at the Subject Property did not contain a bed. Respondent offered to and bought Complainant a new bed for her bedroom at the Subject Property. Complainant left the bed at the Subject Property when she moved out.
16. Within one week of Complainant moving into the Subject Property, Respondent asked Complainant to be "house manager." Complainant agreed to be house manager but did not receive any compensation or discounted rent.
17. About five weeks after moving into the Subject Property, Complainant rented a second downstairs bedroom for an additional \$100 per month, equaling a total of \$600 per month rent at the Subject Property for both rooms.
18. Beginning shortly after Complainant moved into the Subject Property and through approximately October 6, 2020, Respondent frequently asked Complainant out to meals under the guise of talking business about tenants and the Subject Property. During June 2020, Complainant accepted the meal invitations, believing these meetings to be part of her role as house manager.
19. On June 15, 2020, Complainant texted Respondent that she wanted to keep their interactions business-related and reminded Respondent that she was a tenant with a lease.
20. On June 23, 2020, Respondent texted Complainant an offer to bring her lunch at work and included a kissing-face emoji. Complainant declined the offer.
21. By July 2020, Complainant felt the dinner invites were becoming too much and suspected that Respondent had ulterior motives for the meal invitations.

22. During July, August, and September 2020, Respondent continued to invite Complainant to meals on a weekly basis, which she consistently declined or ignored.
23. Toward the end of August 2020, Respondent said to Complainant, “No is not an option” at Complainant’s bedroom door after she turned down a dinner invite.
24. Also, from June through August 2020, Respondent invited Complainant to take trips with him, including trips to the mountains and, on at least three occasions, to vacation destinations including Ireland.
25. Complainant rejected each of Respondent’s trip/vacation invitations. When Respondent invited Complainant to Ireland, Complainant asked Respondent, “Why would you ask me that, that’s inappropriate.” Respondent answered, “You can’t say I didn’t try.”
26. Throughout Complainant’s tenancy, Respondent also made inappropriate sexual and/or sex-based comments, sounds, and gestures to Complainant. For example, on multiple occasions, Respondent sent Complainant text messages containing kissing- or blushing-face emojis. Respondent also made comments about Complainant’s appearance, saying, “Oh, you look cute today,” telling Complainant what clothes she should wear to “look better,” and telling her to “put [her] [eye]lashes on” to purchase a car. Respondent told Complainant “You look really good” when he watched her walk out of her personal bathroom on the first floor, through the shared living space, and into her bedroom wearing a towel after showering.
27. During her tenancy, Respondent also repeatedly offered to give Complainant shoulder rubs, looked through Complainant’s groceries, and in October, picked up and suggestively smelled a Victoria’s Secret bill that came in the mail for Complainant.
28. Respondent made derogatory and belittling comments to Complainant throughout her tenancy, for example, he called her a “b....,” a “hot mess,” and “menopausal” in October 2020.
29. During her tenancy, Respondent made possessive statements to Complainant, such as “I could not handle another man coming over to the house with you because it would get my testosterone going,” and “You’re home late. Your problem is that you do not have anyone to care for you, but I’ll care for you.”
30. During her tenancy, Respondent also looked into Complainant’s bedroom windows from the exterior of the Subject Property during the daytime. In response, Complainant moved her belongings into the smaller of the two first floor rooms she rented and bought a curtain for more privacy, fearing that because Respondent could see inside the larger room from outside, he was looking in her windows at night.
31. Throughout her tenancy, Complainant repeatedly told Respondent his conduct was inappropriate, and she considered it to be harassment.

32. On or about October 6, 2020, Complainant and housemate tenant, **NAME REDACTED**, each recorded parts of a conversation where Complainant confronted Respondent about his frequent, unwelcome invitations and inappropriate gestures and behavior. Complainant told Respondent she had raised this issue with him on multiple occasions and elaborated, "I keep reminding you I am a tenant and I have things I do, and going to dinner all the time, you [Respondent] need to get somebody in your life that can fill that gap. I am not that person." Complainant specifically and expressly told Respondent she considered his gestures and behavior to be sexual harassment. Complainant stated, "I'm a tenant and I really want my privacy" and "You need to stop. I'm here to rent."
33. During this confrontation, Respondent replied to Complainant, "Well you really let [it] go before, girl. You let me order the \$30 plate. Don't give me that," referencing a meal he had invited Complainant to and purchased. Complainant answered that she believed those meals were to discuss business. Respondent replied, "You need to get honest with yourself."
34. Also during this confrontation, after Complainant expressed that Respondent's behavior was unwelcome, Respondent repeatedly and expressly referenced Complainant's sexual harassment allegations and then stated, "you're out," "get out," "you need to move," "you're gone," "you better get packing," and "you're done," implying that if Complainant did not move, he would evict her.
35. Respondent further dared Complainant to sue him and threatened to sue her during the October 6, 2020 confrontation. Respondent stated, "file it"; "take your lease to the courthouse"; "I challenge you this week to get a lawyer 'cus you're out"; "sue me ... 'cus that's what I'm gonna do to get you out of here ... You're damn right. Sexual harassment is serious, girl"; "That's grounds for sexual harassment that you're gonna prove ... or you're gonna move"; and "sue me or get out." Respondent also stated, "You better recognize who you're talking to real quick," and "You could not afford a bed when you came here, you cannot afford a lawyer. ... You were sleeping on a[n] [air mattress] with a hole in it." Respondent also repeatedly interrupted Complainant by saying, "sexual harassment."
36. Also during this confrontation, Complainant implored Respondent to "not say sexual inappropriate things to me." Respondent answered, "Baby, you need to get on your stuff, your menopausal thing is taking you." Complainant said, "Oh, now you're patronizing me." Respondent taunted, "No, ... I'm sexually harassing you right now.... You are one hot mess... You're gonna take that to court."
37. Complainant then stated, "you're invading my private life," and "you need to stop right now." Respondent answered, "Leave. You have the right to leave." Complainant replied, "You have a right to not harass me." Respondent said, "No I don't. I have the right to harass you all day long."

38. On that same day, Complainant told **NAME REDACTED** that Complainant felt “really upset” and “violated” and that she thought Respondent was “disgusting” when he made inappropriate comments to her when she came out of the shower.
39. Respondent overheard Complainant’s commentary to Ms. **NAME REDACTED**, and vaguely threatened Ms. **NAME REDACTED** with eviction as well, saying, “That’s it. I heard that one”; “Bye, **NAME REDACTED**”; “You want to look some more, **NAME REDACTED**?”; “Bye-bye, **NAME REDACTED**.” Ms. **NAME REDACTED** attempted to defend herself, stating she was “impartial” and just letting Complainant “vent.” Respondent replied, “I understand. ... Girls will be girls.” Respondent then became more explicit with his eviction threats against both women, stating “You get a chance to go into court. ... You both get a chance to go into court”; “That lease is up. Do you not read that lease?”
40. During the October 6, 2020 confrontation, Complainant also stated to Respondent “you do not threaten us [Complainant and Ms. **NAME REDACTED**] because we are letting you know these things that you’re doing that’s inappropriate and illegal. ... You do not evict and harass us.”
41. Respondent answered, “Talk to your lawyer,” and “You’re digging a hole, baby.” He taunted Complainant, “I’m in trouble for sexual harassment is what I’m in trouble for. ... That’s sexual harassment. ... Why don’t you call the police? ... Have me put away?... Well call the police, dammit! Have me put in the back of the car and take me downtown right now. Get it going. ... You have a witness.”
42. On or about October 9, 2020, Complainant drove down the Subject Property driveway on her way to work. Respondent chased Complainant’s car, approached her driver’s side window, accused her of speeding, yelled and screamed profanity, including calling Complainant a “b...” and telling her to “get the hell out of his property.”
43. On October 9, 2020, Complainant filed a complaint for a protection order in Weld County Court. Complainant explained that Respondent was stalking and harassing her, making inappropriate sexual gestures and sounds toward her, and described the vehicle incident summarized directly above. Complainant expressed she felt “scared” and “violated by his sexual gestures,” and that she believed she was in danger of “harm to [her] life or health” if Respondent was not restrained.
44. On or about October 9 or 12, 2020, Respondent served Complainant with a Notice to Quit. Respondent’s handwritten reasons for eviction on the Notice to Quit were: “verbal abuse[,] sexual harrasment [*sic*] accusations[, and] vehicle harrasment [*sic*].”
45. On October 16, 2020, a Weld County Court Judge issued a Temporary Civil Protection Order restraining Respondent from having “contact of any kind” with Complainant for six months, excepting that Respondent was not excluded from the Subject Property but could not live there, was required to maintain a distance of at least three yards from Complainant, and could only

communicate with Complainant in writing about landlord-tenant issues. In an out-of-court agreement, Complainant and Respondent agreed that Complainant could continue to reside at the Subject Property for six more months, until April 2021.

46. The next day, October 17, 2020, Respondent visited the Subject Property. Complainant called the Greeley Police Department to report that Respondent had violated the Protection Order by visiting the Subject Property without providing her with prior written notice. When Respondent entered the Subject Property, Complainant informed him he was not allowed to be there or to speak with her. Complainant was frightened when Respondent entered the Subject Property.
47. On November 10, 2020, Respondent filed a Complaint in Forcible Entry and Detainer (the “Eviction Complaint”), in which Respondent stated Complainant violated her lease by “failure to renew lease agreement[,] verbal abuse[,] sexual harrassment [sic] accusations[, and] vehicular harrassment [sic].”
48. On November 16, 2020, Complainant filed an Answer to the Eviction Complaint, wherein she called the proceedings a “retaliatory eviction.” Her Answer noted that Respondent threatened her with eviction when she tried to confront him about his “sexual innuendo remarks” and that Respondent had become hostile and threatening which caused her to pursue a protection order.
49. Respondent sent Complainant multiple text messages in November 2020 stating her lease had expired, and she must “seek other accommodations” despite his prior agreement that Complainant could continue to live at the Subject Property until April 2021. Complainant moved out of the Subject Property on December 31, 2020 because of Respondent’s harassing conduct.
50. Complainant felt violated, threatened, intimidated, and fearful for her life and safety while living at the Subject Property. As a result of Respondents’ discriminatory conduct, Complainant suffered actual damages, including but not limited to out-of-pocket expenses and emotional distress.

D. FAIR HOUSING ACT VIOLATIONS

51. Respondent violated subsection 804(a) of the Act when he made housing unavailable to Complainant because of sex by harassing her and causing her to vacate the Subject Property. 42 U.S.C. § 3604(a); 24 C.F.R. §§ 100.50(a), (b)(3); 100.60(a), (b)(5)-(7); 100.70(b); 100.600(a)(1)-(2).
52. Respondent violated subsection 804(b) of the Act when he discriminated against Complainant in the terms, conditions, or privileges of the rental of a dwelling because of sex by harassing her. 42 U.S.C. § 3604(b); 24 C.F.R. §§ 100.50(a), (b)(2)-(3); 100.60(a), (b)(6); 100.65(a), (b)(4)-(7); 100.70(b); 100.600(a)(1)-(2).

53. Respondent violated subsection 804(c) of the Act when he made statements to Complainant that indicated a preference, limitation, or discrimination, based on sex. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(a), (b)(4); 100.75(a), (b), and (c)(2).
54. Respondent violated section 818 of the Act when he coerced, intimidated, threatened, or interfered with Complainant's exercise or enjoyment of rights granted or protected by section 804 of the Act. 42 U.S.C. § 3617; 24 C.F.R. §§ 100.60(b)(6)-(7); 100.65(a), (b)(6)-(7); 100.400(b), (c)(2), (c)(4); 100.600(a)(1)-(2).
55. Respondent violated section 818 of the Act when he retaliated against Complainant by seeking to evict her after she demanded Respondent stop sexually harassing her, filed for and appeared before a judge to receive a protection order against Respondent, and reported Respondent's potential violation of the protection order to the police. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(5)-(6).

E. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of General Counsel, and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondent with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(a), (b) and (c), and 3617 and requests that an order be issued that:

1. Declares that the discriminatory housing practices of Respondent, as set forth above, violate the Act, as amended, 42 U.S.C. § 3601, *et seq.*;
2. Enjoins Respondent, his agents, employees, and successors, and all other persons in active concert or participation with him, from discriminating or retaliating against any person in any aspect of the rental of a dwelling in violation of the Act, including in the use or enjoyment of a dwelling, because of sex;
3. Enjoins Respondent 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, any right granted or protected by the Act;
4. Awards such monetary damages pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.670(b)(3)(i) as will fully compensate Complainant for damages caused by Respondent's discriminatory conduct;
5. Assesses a civil penalty against Respondent for each violation of the Act pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671.

6. Awards any additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted December 7, 2022.

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