

investigation that reasonable cause exists to believe that a discriminatory housing practice has occurred. *See* 42 U.S.C. § 3610(b).

II. LEGAL AUTHORITY AND FACTUAL BASIS FOR THIS CHARGE

Based on HUD's investigation of the allegations contained in the above-mentioned verified complaint and the Determination of Reasonable Cause, Respondent is 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 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)(1); 24 C.F.R. § 100.202(a).
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 (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).
3. For the purposes of 42 U.S.C. §§ 3604(f)(1) and (f)(2), discrimination 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(a).

B. PARTIES AND SUBJECT PROPERTY

4. Complainant [Redacted Name] is a person with a disability, as defined by the Act, 42 U.S.C. § 3602(h) and 24 C.F.R. § 100.201(a)(2). Complainant has anxiety, depression, and Type I Diabetes. His physical and mental impairments substantially limit his ability to eat, to drink, to care for himself, including exercising and managing self-care of his diabetes, to socialize with others, and, through a lack of concentration, to learn.
5. HOME is an agency that provides services to victims of housing discrimination. HOME provided assistance to Complainant in requesting a reasonable accommodation from Respondent, in filing his complaint with HUD, and in assisting Complainant in connection with HUD's investigation.
6. Complainants are aggrieved persons as defined by 42 U.S.C. § 3602(i) and have suffered damages as a result of Respondent's conduct.
7. The subject property, [Redacted Name], is located in Buffalo, New York, (the "Subject Property") and consists of three rental units. Complainant [Redacted Name] resided in the Subject Property from January 21, 2016 through May 31, 2017 with two other roommates, each occupying one bedroom of a single unit.

8. The rental unit is a dwelling as defined by the Act, 42 U.S.C. § 3602(b)
9. Lori L. Labonte is the owner of the Subject Property and several other rental properties.

C. FACTUAL ALLEGATIONS IN SUPPORT OF CHARGE

10. Complainant [Redacted Name] commenced living with two roommates, [Redacted Name] and [Redacted Name] in a unit in the Subject Property pursuant to a lease with a term from January 21, 2016 through May 31, 2016. The lease contained a provision prohibiting pets in the unit.
11. Complainant [Redacted Name] and his roommates entered into a new lease with Respondent with a term beginning on June 1, 2016 and ending on May 31, 2017. This lease also contained a “no pets” provision.
12. On August 25, 2016, Complainant [Redacted Name] began seeing Dr. [Redacted Name], M.D., a psychiatrist, who diagnosed and began treating Complainant’s mental illnesses.
13. On October 13, 2016, Complainant [Redacted Name] first notified Respondent via text message that, after consulting with his doctors, he was considering getting an assistance dog to address problems associated with his physical and mental disabilities.
14. Also on October 13, 2016, Respondent responded that she did “not want pets in this house,” citing to previous problems she had with tenants keeping pets. She then asked if Complainant [Redacted Name] could defer obtaining an assistance animal until his lease expired in May 2017.
15. Later that day, Complainant [Redacted Name] responded again by text. Complainant [Redacted Name] stated that an assistance animal was necessary because he could not take medication, apologized for any inconvenience, and offered to discuss the matter further to ease Respondent’s concerns.
16. When the parties continued their conversation by phone on October 16, 2016, Respondent reiterated her refusal to permit a dog, suggested that Complainant [Redacted Name] use Respondent’s daughter’s dog, who resided in another unit in the building, for his therapeutic needs, and stated that this issue could have been avoided had Complainant [Redacted Name] told Respondent about his need for an assistance dog prior to signing the lease. Respondent then told Complainant [Redacted Name] that he should look for alternative housing that would allow pets.
17. On November 28, 2016, Complainant [Redacted Name] emailed Respondent to tell her that he was unable to find viable alternative housing that was affordable, close to his college, and with a suitable lease term that would permit him to live with an assistance animal. Complainant [Redacted Name] concurrently provided Respondent with a copy of HUD guidance on assistance animals under the Fair Housing Act.
18. Complainant [Redacted Name] then proceeded to explain that the Fair Housing Act requires Respondent to make reasonable accommodations to her “no pets policy” as necessary

to accommodate his disability. He told Respondent that he did not believe that she was taking this matter seriously and expressed his offense that she suggested he use her daughter's pet dog for his therapy. Complainant [Redacted Name] then offered to take a video of the apartment so that Respondent could verify any damage caused by the dog. Complainant [Redacted Name] closed by stating that he had a letter from Dr. [Redacted Name] in his possession, in which the psychiatrist verifies his disability and the necessity of a dog as treatment for said disability.

19. Respondent replied to Complainant [Redacted Name] email on December 7, 2016, stating that she would consult her attorney and, if she had to allow an assistance animal that "there [would] be additional charges for security and so forth." She closed by stating that no assistance animals would be allowed in the interim.
20. On January 18, 2017, Complainant [Redacted Name] responded to Respondent's December 7, 2016 email and attached the letter from Dr. [Redacted Name], stating that he did not provide it earlier because Respondent did not seem concerned with verifying Complainant [Redacted Name] disability or need for an assistance animal. Complainant [Redacted Name] then reiterated Respondent's obligations to make reasonable accommodations under the Fair Housing Act.
21. The attached letter from Dr. [Redacted Name], dated November 17, 2016, explained his professional relationship with Complainant [Redacted Name], confirmed Complainant [Redacted Name] mental disability, and described the necessity of a dog to ameliorate the symptoms of his disability.
22. Later that same day Respondent replied: "Hi [Redacted Name], the dog will have to be certified and go through the training program. This is not include puppies [sic]. It has to be certified and trained for your condition. Thx."
23. Complainant [Redacted Name] then replied by another email that same day disputing the need for a trained assistance animal under the Fair Housing Act.
24. Respondent then reiterated her demand that any assistance animal be trained and certified.
25. In February 2017, Complainant [Redacted Name] engaged Housing Opportunities Made Equal (HOME) for assistance in this matter. On February 6, 2017, HOME mailed Respondent a letter requesting that Respondent make an accommodation to the "no pets" policy by allowing Complainant [Redacted Name] to reside with an assistance animal.
26. One of HOME's housing counselors spent 3.5 hours working with Complainant [Redacted Name] to make the accommodation request on his behalf.
27. Neither HOME nor Complainant ever received an answer to its letter from Respondent.
28. On or about March 6, 2017, Complainant [Redacted Name] acquired [Redacted Name] a male German Shepherd mix as his assistance dog and brought [Redacted Name] to reside with him in his

apartment. The animal received all required veterinarian exams, vaccinations, and licensing.

29. Complainant [Redacted Name] acquired [Redacted Name] out of medical necessity and without the authorization of Respondent because his numerous attempts to secure her permission had been unsuccessful.
30. Caring for [Redacted Name] contributed to the amelioration of the symptoms of Complainant [Redacted Name] depression and anxiety. Walking [Redacted Name] helped Complainant [Redacted Name] to leave his house, exercise, socialize with others, and generally overcome his dearth of motivation. The obligations of caring for [Redacted Name] also diverted him from his depressive episodes and anxiety attacks. Feeding the dog helped Complainant [Redacted Name] to feed himself on a more regular schedule. Caring for [Redacted Name] also helped Complainant [Redacted Name] manage his own self-care of his physical disability.
31. Furthermore, Complainant [Redacted Name] began training [Redacted Name] to detect fluctuations in his blood sugar and fetch his medication in an emergency. In or about July 2018, [Redacted Name] did just that, waking Complainant [Redacted Name] during a hypoglycemic seizure to allow Complainant [Redacted Name] to call an ambulance.
32. On March 28, 2017, Respondent contacted Complainant [Redacted Name] two roommates to ask them to help rent Complainant [Redacted Name] room. Respondent also inquired as to whether [Redacted Name] was causing any disruption or damage and warning the roommates that they would be also be held responsible for any such damage. She closed the message by encouraging the roommates that they only need to put up with Complainant [Redacted Name] and his dog for a couple of more months until his lease expires.
33. Also on March 28, 2017, Complainant [Redacted Name] roommate, [Redacted Name] responded, generally agreeing to assist in finding a new roommate/tenant. She also stated that [Redacted Name] was not causing trouble but that Respondent's daughter's dog was loud and disruptive.
34. Respondent then explained some of the logistics of finding a new roommate to [Redacted Name] and [Redacted Name] apologized for the noise her daughter's dog was making, and explained that puppies could cause damage to the property.
35. [Redacted Name] responded on March 29, 2017, explaining her leasing situation and stating that [Redacted Name] was neither disruptive nor causing damage and that Complainant [Redacted Name] mental health had improved since obtaining [Redacted Name].
36. As a result of Respondent's actions and statements about his assistance animal, Complainant [Redacted Name] came to believe that attempting to renew his lease was futile.

37. On April 27, 2017, Respondent texted Complainant [Redacted Name] writing, “Hi [Redacted Name], as you know, your lease expires May 31, 2017, please let me know what day you plan on moving out. Your room has been rented as of June 1, 2017. Thanks.”
38. As a result of Respondent’s discriminatory conduct, Complainant [Redacted Name] suffered actual damages, including lost housing opportunity, out-of-pocket expenses, emotional and physical distress, embarrassment and humiliation.
39. HOME assisted Complainant [Redacted Name] in filing his complaint with HUD and in connection with the HUD investigation. Because of Respondent’s actions, HOME was forced to divert resources and otherwise suffered frustration of its purpose.

III. FAIR HOUSING ACT VIOLATIONS

1. As described in the paragraphs above, Respondent discriminated against Complainant [Redacted Name] in the sale or rental of a dwelling based on disability when she refused to grant his request for a reasonable accommodation forcing him to find alternative housing. 42 U.S.C. §§ 3604(f)(1) and (f)(3)(B); 24 C.F.R. §§ 100.202(a) and 100.204(a).
2. As described in the paragraphs above, Respondent discriminated against Complainant [Redacted Name] in the terms, conditions, or privileges of the rental of a dwelling based on disability when she refused to grant his request for a reasonable accommodation in the form of an exception to her “no pets” policy. 42 U.S.C. §§ 3604(f)(2) and (f)(3)(B); 24 C.F.R. §§ 100.202(b) and 100.204(a).

IV. CONCLUSION:

WHEREFORE, the Secretary of HUD, through the office of the 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(f)(1) and (f)(2), as defined by § 3604(f)(3)(B), and prays that an order be issued that:

1. Declares that the discriminatory housing practices of Respondent as set forth above violate Sections 804(f)(1) and (f)(2), as defined by Section 804(f)(3)(B) of the Fair Housing Act, 42 U.S.C. §§ 3601-3619;
2. Enjoins Respondent, her agents, employees, and successors, and all other persons in active concert or participation with her, from discriminating on the basis of disability against any person in any aspect of the sale, rental, use, or enjoyment of a dwelling;
3. Mandates Respondent, her agents, employees, and successors, and all other persons in active concert or participation with her, take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;
4. Awards such damages as will fully compensate Complainant [Redacted Name] for damages caused by Respondent’s discriminatory conduct;

5. Assesses a civil penalty of \$16,000 against 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 any additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3)

Respectfully submitted this 10th day of September, 2020



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