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ALJ No. 10F064FH7
FHEO No. 02-09-0753-8
FHEO No. 02-09-0916-8

Complainant's doctor prescribed an emotional support animal for Complainant to reduce the anxiety that he experiences due to his post-traumatic stress disorder, depression, and seizure disorder.

On or about May 2, 2009, Complainant told Respondent Patrick Paribelli that his doctor had recommended that Complainant obtain a service animal to reduce the anxiety and fears that he experiences due to his post-traumatic stress disorder and seizure disorder. Complainant then requested permission to obtain a service animal that would be trained to help him deal with his disability.

Respondent Patrick Paribelli told Complainant that he would not allow any kind of animal in his apartment.

On or about May 18, 2009, Eugene Eagen Jr. ("Complainant") filed a verified complaint with the United States Department of Housing and Urban Development ("HUD"). Complainant, alleged that his landlord, Gerald Paribelli and his son Patrick Paribelli ("Respondents"), had refused to grant him a reasonable accommodation in violation of the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* ("Act"). In particular, Complainant alleged that he required a therapeutic service dog to treat his post-traumatic stress and seizure disorders and Respondents had refused to allow him to obtain such an animal because of his lease's no-pet provision. In September 2009, Complainant amended his complaint to include an additional allegation that Respondents made discriminatory statements in violation of the Act.

On June 15, Respondent also told Complainant that because he had filed a housing discrimination complaint he would have to start looking for another place to live.

On or about June 22, 2009 Complainant filed a second verified complaint with HUD, alleging that Respondent Gerald Paribelli had threatened to evict him from his apartment because he had filed a housing discrimination complaint against Respondents.

The Secretary issued a Charge on March 2, 2010, which alleged that the Respondents violated the Act by: discriminating against Complainant in the terms, conditions or privileges of a sale of a dwelling, or in the provision of services or facilities in connection with such a dwelling, by refusing to make a reasonable accommodation in its rules, policies, practices, or services, when such an accommodation was necessary to afford Complainant equal opportunity to use and enjoy his dwelling, 42 U.S.C. § 804 (f)(2)(A) and (f)(3)(B), making statements with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination based on handicap in violation of 42 U.S.C. § 804 (c), and threatening to evict Complainant for filing a complaint against them. 42 U.S.C § 818.

Respondents have denied any and all allegations of the Complainant's and deny that they have engaged in any discriminatory actions or practices in violation of the Act.

The parties have agreed to resolve the above -captioned case without the need for a hearing before an Administrative Law Judge. Therefore, without a hearing or adjudication, the parties have consented, as indicated by the signatures of the parties and counsel at the end of this document, to the entry of this order.

This Order does not constitute a decision or finding that the Respondents, their agents, employees, successors or assigns have engaged in any discriminatory housing practices, and by signing this document, Respondents do not admit any violation of the Fair Housing Act or any other applicable State or Local Fair Housing Law.

II. STANDARDS AND POLICIES

It is Ordered that:

Respondents, their agents, employees, successors and assigns, and all other persons in active concert or participation with them, in the management or operation of their business enterprise shall not:

- (1) Retaliate, coerce, intimidate or interfere with any individual because of their exercise or enjoyment of any right granted or protected by the Fair Housing Act.
- (2) Make statements, print, or publish, or cause to be made printed or published any notice, statement, or advertisement which would indicate preferences, limitations or discrimination against any individual (s) in the rental of property based upon any of the protected classes under the Act, including but not limited to disabilities.
- (3) Discriminate in the provisions of services, or facilities against persons with disabilities or any other protected class pursuant to the provisions of the Act.
- (4) Refuse 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.

III. SETTLEMENT PROVISIONS

It is FURTHER ORDERED that:

Respondents shall:

- (1) Grant Complainant a reasonable accommodation to keep an emotional support animal in his home.
- (2) Institute the new reasonable accommodation policy attached to this agreement as Exhibit A.
- (3) Attend a Fair Housing Training conducted by HUD at no cost to the Respondent within 90 days after this Consent Order is approved by an Administrative Law Judge.

Complainant shall:

- (1) Apply reasonable pet control techniques so that his support animal does not constitute a nuisance to other residents.
- (2) Complainant shall also insure that the premises are kept clean, safe and maintained so no additional expenses will be incurred by the Respondent or passed on to the next tenant as a result of keeping a support animal on the premises.

In consideration of and as a condition of Respondents' performance of obligation set forth above, the Secretary agrees to waive any Civil Penalty.

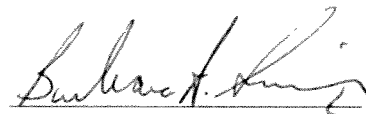
IV. ADMINISTRATION

This Order is entered into pursuant to section 812 (g)(3) of the Fair Housing Act and the regulations codified at 24 CFR § 180.450, and shall become final upon expiration of thirty days or affirmance by the Secretary within that time.

The signatures of the parties to the Consent Order constitute a waiver of any right to withdraw their consent during the thirty day Secretarial review period and a waiver of any right to challenge the validity of this Consent Order at any time. The signatures of HUD and Respondent to this Consent Order further constitute a waiver of any right to apply for attorney's fees or costs pursuant to 42 U.S.C. § 3612 (p) and 24 CFR § 180.705.

This Order shall remain in effect for a period of two (2) years following the date this Order becomes final, pursuant to 42 U.S.C. § 3612 (h) and 24 CFR § 180.680. The United States Court of Appeals has jurisdiction to enforce this Order, if necessary. See 42 U.S.C. § 3612 (j)(m).

SO ORDERED THIS 7th DAY OF May 2010


Administrative Law Judge