

Date: 12/04/13

**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	)	
Amy Blouin, Anthony Acevich, and Amy Blouin's	)	
two minor children	)	
	)	
Charging Party,	)	
	)	
v.	)	ALJ No. 13-AF-0142-FH-010
	)	FHEO No. 13-AF-0142-FH-010
	)	
Patrick Keating, as trustee of Eleven Trust and in his	)	
personal capacity	)	
	)	
Respondent.	)	
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**INITIAL DECISION AND CONSENT ORDER**

**I. BACKGROUND**

This matter arose from a complaint of discrimination filed by Complainant Amy Blouin on December 12, 2012, with the United States Department of Housing and Urban Development ("Department" or "HUD") pursuant to the Fair Housing Act, as amended by the Fair Housing Amendments Act of 1988 ("Fair Housing Act"). The complaint was amended to add Complainant Anthony Acevich on June 26, 2013. On July 9, 2013, the Department issued a Charge of Discrimination against Respondent Patrick Keating, as trustee of Eleven Trust and in his personal capacity ("Respondent"), for violations of 42 U.S.C. §§ 3604(a), (b), and (c), which prohibit discriminatory refusal to rent, terms and conditions, and statements on the basis of familial status.

Eleven Trust, of which Respondent is the trustee, owns a multi-unit rental property located at 11 Charlonne Street in Jaffrey, New Hampshire ("subject property"). Amy Blouin, Anthony Acevich, and Amy Blouin's two minor children ("Complainant's") rented and resided in a unit at the subject property.

In July of 2012, Complainant Blouin informed Respondent that she was pregnant. On July 6, 2012, Respondent wrote to the administrator of Complainant Blouin's Housing Choice Voucher: "[Complainant Blouin's] family will be growing to 5, in the near future, and the apt. is not big enough for that. The trust has chosen not to renew her lease." In a letter to Complainant Blouin

dated July 7, 2012, Respondent wrote: "With the events of recent months, and your addition to your family coming, The Trust is not renewing your monthly lease effective next month. The apartment is too small and not suitable. This will give you the opportunity to find a place more suitable for your growing family prior to the new arrival."

Respondent wrote in a July 10, 2012 eviction notice to Complainants that he was not renewing their lease because there were too many people for the apartment. In another eviction notice dated August 25, 2012, Respondent again stated to Complainants that he was not renewing their lease because the apartment was "too small for family."

During an eviction hearing on September 19, 2012, Respondent explained to the court: "[Amy Blouin] told me she was pregnant again, and that would put five people into the apartment which the apartment is too small . . . so I gave her a notice to leave." When the court asked if this was an issue of unpaid rent or too many people, Respondent stated that there would be too many people in the apartment. Later in the proceeding, Respondent stated that rent was past due.

Complainants vacated the subject property on November 1, 2012. The Department has found that Complainants suffered damages including but not limited to emotional distress, loss of housing opportunity, and substantial inconvenience.

The Secretary, Complainants, and Respondent ("parties") have agreed to resolve this matter without the need for a hearing before a HUD Administrative Law Judge ("ALJ"). Therefore, the parties have consented to the entry of this Initial Decision and Consent Order ("Consent Order") as indicated by their signatures below.

## **II. GENERAL PROVISIONS**

A. The parties acknowledge that this Consent Order is a voluntary and full settlement of the Charge. No party has been coerced, intimidated, threatened, or in any way forced to become a party to the Consent Order. The parties have read and fully understand the significance of all the terms set forth herein.

B. The parties acknowledge that the terms set forth herein are contractual and not merely a recital of the parties' intentions. The parties acknowledge that they have read and fully understand the significance of the provisions of this Consent Order and their obligations.

C. The parties and their counsel agree that, in the interest of prompt conclusion of this matter, the execution of this Consent Order may be accomplished by the parties' signatures on separate pages with the original executed Signature Pages to be attached to the body of this Consent Order to constitute one document.

D. The signatures of the parties to this Consent Order may be executed by way of fax or email and shall be deemed to be an executed and admissible Consent Order for all purposes as may be necessary under the terms of this Consent Order.

E. The parties acknowledge this Consent Order will become the final agency decision thirty (30) calendar days from the date it is issued by the ALJ or earlier, if affirmed by the Secretary within that time. The signatures of the parties to this Consent Order constitute a waiver of any right to withdraw their consent during the thirty (30)-day Secretarial review period and a waiver of any right to challenge the validity of this Consent Order at any time.

F. The parties and their counsel agree that if the situation arises where a party to this agreement needs an extension of time in order to satisfy a deadline provided herein, such extension must be obtained by mutual agreement of the parties and all signatories or their successors in writing.

G. This Consent Order shall govern the conduct of the parties and remain in effect for a period of five (5) years following the date upon which the Consent Order becomes final as described below.

H. This Consent Order is binding upon Complainants, as well as upon Respondent and his employees, heirs, successors, and assigns.

I. Pursuant to 24 C.F.R. § 180.680, the parties understand that this Consent Order shall be a public document.

J. Except as provided herein, the signatures of the parties to this Consent Order further constitute a waiver of any right to apply for attorneys fees or costs pursuant to 24 C.F.R. § 180.705.

K. This Consent Order does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent or his successors or assigns made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.

L. Respondent agrees and understands that the Department, on request of Complainants, or on its own, may review compliance with this Consent Order. Respondent agrees to provide full cooperation in any review undertaken by the Department to ensure compliance with this Consent Order.

M. Respondent agrees that Respondent's failure to satisfy the terms of this Consent Order is a breach of the Consent Order, which may be enforced in the appropriate United States Court of Appeals pursuant to 24 C.F.R. § 180.715.

### **III. GENERAL INJUNCTION**

A. Respondent, his heirs, executors, assigns, agents, employees, and successors, and all other persons in active concert or participation with him, are permanently enjoined from any further violations of the Fair Housing Act. Respondent hereinafter promises and agrees to comply with all provisions of the Fair Housing Act relevant to the subject property and any other properties owned or managed by him.

B. Respondent acknowledges that the Fair Housing Act makes it unlawful to:

- i. Refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or to otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. § 3604(a).
- ii. Discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with a dwelling, because of that person's familial status. 42 U.S.C. § 3604(b).
- iii. Make, print or publish, or cause to be printed or published any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c).

#### **IV. SPECIFIC RELIEF**

A. In exchange for the Charging Party's agreement to dismiss this Charge, Respondent shall pay the total sum of TWO THOUSAND DOLLARS (\$2,000.00) to Complainant for compensatory damages. This payment shall be due no later than thirty (30) days after the entry of this Consent Order by the ALJ. Respondent shall send the payment to the address given below, a certified check made payable to Amy Blouin.

Daniel Feltes  
Housing Justice Project  
New Hampshire Legal Assistance  
117 North State Street  
Concord, NH 03301

A copy of the certified check made payable to Amy Blouin shall be sent to HUD's Regional Counsel at the address specified below.

Miniard Culpepper, Regional Counsel, Region I  
c/o Benjamin Gworek  
U.S. Department of Housing and Urban Development  
Office of the Regional Counsel  
10 Causeway Street, Room 310  
Boston, MA 02222-1092

B. Respondent shall pay to the U.S. Department of Housing and Urban Development a civil penalty in the amount of ONE THOUSAND DOLLARS (\$1,000.00), pursuant to 42 U.S.C. § 3612(g)(3). This payment shall be made in two installments of FIVE HUNDRED DOLLARS, the first being due no later than March 31, 2014, and the second being due no later than August 31, 2014. Payments shall be made by submitting certified or cashier's checks made payable to the U.S. Department of Housing and Urban Development to:

Bank of America  
P.O. Box 277303  
Atlanta, GA 30384

The check shall be accompanied by a letter referencing ALJ No. 13-AF-0142-FH-010 and FHEO Case No. 01-13-0117-8. A copy of the letter and check shall be sent to HUD's Regional Counsel at the address specified below.

Miniard Culpepper, Regional Counsel, Region I  
c/o Benjamin Gworek  
U.S. Department of Housing and Urban Development  
Office of the Regional Counsel  
10 Causeway Street, Room 310  
Boston, MA 02222-1092

C. Should Respondent enter into any lease as a landlord during the five (5)-year term of this Consent Order, Respondent shall attend a minimum of two-hours of training pertaining to his obligations under the Fair Housing Act and applicable state and local non-discrimination laws. Such training shall occur within sixty (60) days of the execution of the lease. Respondent must obtain written approval of the trainer from the HUD Regional Counsel at the address above at least thirty (30) days prior to the commencement of the training. Within ten (10) days after the training, Respondent shall submit to Counsel for the Charging Party a certification of attendance at the training.

D. Within thirty (30) days of the effective date of this Consent Order, Respondent shall provide to Complainants a written apology for evicting them on the basis of Complainant Blouin's pregnancy.

#### **V. MUTUAL RELEASE**

In consideration for Respondent's payment to Complainants and the Department, compliance with the conditions and terms of this Consent Order and with all orders of this tribunal described herein, and for other good and valuable consideration, Complainants, their successors, and assigns hereby forever waive, release, and covenant not to sue Respondent, his successors, heirs, executors, assigns, agents, employees, attorneys, or any subsequent owner of the subject property, with regard to any and all claims, damages, injuries, and attorneys fees of whatever nature presently known or unknown, arising out of the subject matter of ALJ No. 13-AF-0142-FH-010 and FHEO Case No. 01-13-0117-8 or which could have been filed in any action or suit arising from said subject matter.

In consideration of the execution of this Consent Order, and for other good and valuable consideration, Respondent, his successors, assigns, agents, employees, or any subsequent owner of the subject property, hereby forever waive, release, and covenant not to sue the Department or Complainant or their officers, successors, assigns, agents, employees and attorneys with regard to any and all claims, damages injuries, and attorneys fees of whatever nature whether presently known or unknown, arising out of the subject matter of ALJ No. 13-AF-0142-FH-010 and FHEO

**Case No. 01-13-0117-8 or which could have been filed in any action or suit arising from said subject matter.**

## VI. ADMINISTRATION

For purposes of this Consent Order, the effective date of this Consent Order is the date the Consent Order is signed by the HUD ALJ. This Consent Order is entered into pursuant to 42 U.S.C. § 3612(e) and (g) and the regulations thereunder issued at 24 C.F.R. § 180.450. This Consent Order shall become final upon the expiration of thirty (30) calendar days from the date of its issuance or affirmation by the Secretary within that time. 42 U.S.C. § 3612(h); 24 C.F.R. § 180.670(b)(2).

SIGNED this 4<sup>th</sup> day of Dec. 2013.

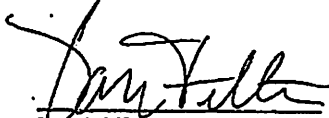


United States Administrative Law Judge

**CONSENT AND SIGNATURE PAGES**

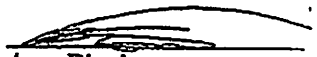
The undersigned party has read the foregoing Consent Order, ALJ No. 13-AF-0142-FH-010 and FHEO Case No. 01-13-0117-8 and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on it, as signified by its signature, or that of its counsel, below:

FOR COMPLAINANT:



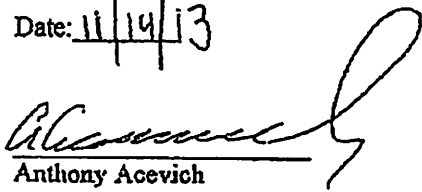
Daniel Feltes, Esq.  
Housing Justice Project  
New Hampshire Legal Assistance

Date: 6/15/13



Amy Blouin

Date: 11/14/13



Anthony Acevich

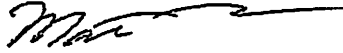
Date: 14/Nov/13



**CONSENT AND SIGNATURE PAGES**

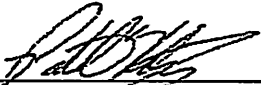
The undersigned party has read the foregoing Consent Order, HUDALJ No. 12-F-015-FH-3 and FHEO Case No. 01-11-0291-8, and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on them, as signified by their signatures below:

FOR RESPONDENT:



Matthew Zahn  
Fernald, Taft, Falby & Little, PA

Date: 11/18/13



Patrick Keating

Date: 11/18/13

**CONSENT AND SIGNATURE PAGES**

The undersigned party has read the foregoing Consent Order, ALJ Case No. 13-AF-0142-FH-010 and FHEO Case No. 01-13-0117-8 and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on it, as signified by its signature, or that of its counsel, below:

FOR THE DEPARTMENT:



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Miniard Culpepper  
Regional Counsel for New England  
Department of Housing and Urban Development  
10 Causeway Street  
Boston, MA 02222

Date: 11/19/13