

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

The Secretary, United States	)	
Department of Housing and Urban	)	
Development, on behalf of	)	
██████████ and her minor child,	)	
	)	
Charging Party,	)	
	)	HUDALJ No.:
v.	)	FHEO No.: 05-10-0121-8
	)	
James Norton and Julia Norton,	)	
	)	
Respondents.	)	

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**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On or about October 20, 2009, Complainant ██████████ filed a verified complaint with the United States Department of Housing and Urban Development (the "HUD Complaint"), alleging that Respondent James Norton violated the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 *et seq.* (the "Act"), by discriminating based on familial status, specifically, in violation of 42 U.S.C. § 3604(a) and (b). On or about May 5, 2010, the complaint was amended to add Complainant's minor son, ██████████, as an aggrieved person,<sup>1</sup> and to add Respondent James Norton's wife, Julia Norton, as a Respondent.

The Act authorizes the issuance of a charge of discrimination 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) and (2). The Secretary has delegated to the General Counsel (54 Fed.Reg. 13121), who has retained and re-delegated to the Regional Counsel (73 Fed.Reg. 68442) 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.

The Office of Fair Housing and Equal Opportunity Region V Director, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that

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<sup>1</sup> ██████████ has since reached the age of majority and has consented to the filing of the instant complaint, on his behalf.

reasonable cause exists to believe that a discriminatory housing practice has occurred in this case based on familial status, and has authorized and directed the issuance of this Charge of Discrimination (“Charge”).

## **II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE**

Based on HUD’s investigation of the allegations contained in the aforementioned HUD Complaint and Determination of Reasonable Cause, Respondents James and Julia Norton are charged with discriminating against Complainant [REDACTED] and her son, [REDACTED], both aggrieved persons as defined by 42 U.S.C. §3602(i), based on familial status, in violation of 42 U.S.C. §3604(a), (b) and (c) as follows:

1. It is unlawful to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of familial status. 42 U.S.C. § 3604(a).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status. 42 U.S.C. § 3604(b).
3. It is unlawful to make, print or publish any statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c).
4. “Familial status” is defined by the Act as one or more individuals (who have not attained the age of 18 years) being domiciled with a parent or another person having legal custody of such individual or individuals. 42 U.S.C. § 3602(k).
5. At all times relevant to this Charge, Complainant was a single female and had a seventeen year old son named [REDACTED]. In or around September 2009, Complainant and her son were in the market for a two-bedroom rental apartment in or around Denmark, Wisconsin.
6. Complainant [REDACTED] and her son are “aggrieved persons,” as defined by 42 U.S.C. § 3602(i), and enjoy familial status protection under the Act.
7. At all times relevant to this Charge, Respondents James and Julia Norton, husband and wife, owned a rental property located at 473-477 N. Wall Street, Denmark, Brown County, Wisconsin (“subject property”). Upon information and belief, the subject property consists of three apartment buildings, each containing eight (8), two-bedroom units. Upon information and belief, the subject property is located across the street from the Denmark High School.
8. At all times relevant to this Charge, Respondents were engaged in the business of apartment complex management and managed the subject property. Respondents

established and implemented rental policies, rules, procedures and practices in the operation and management of the subject property.

9. In or around September 2009, Complainant was seeking a rental unit to begin occupancy on or about October 1, 2009. Upon information and belief, during Complainant's housing search, she viewed a rental advertisement in a local newspaper for a two-bedroom unit at the subject property.
10. After viewing the advertisement, Complainant dialed (920) 863-6811, the telephone number listed in the advertisement, to inquire about the availability of a two-bedroom apartment at the subject property. The call was answered by a man, later identified as Respondent James Norton. During the telephone conversation, Respondent James Norton confirmed the availability of a two-bedroom apartment at the subject property. Complainant and Respondent James Norton then made an appointment for Complainant to view one of the available units at the subject property. A few days later, Complainant visited the subject property and viewed a unit.
11. After viewing the subject property, Complainant decided to apply for the unit at the subject property. Respondent James Norton provided Complainant with a rental application.
12. On or about September 14, 2009, Complainant completed the rental application and, shortly thereafter, she submitted her application to Respondent James Norton and paid a \$100 deposit for the unit at the subject property. Respondent James Norton subsequently informed Complainant that she was approved for the unit, and Complainant and Respondent James Norton made an appointment for Complainant to sign the lease.
13. On or about September 23, 2009, approximately one week before Complainant was to move into the subject property, Complainant contacted Respondent James Norton, by telephone, to reschedule the lease signing appointment.
14. During the September 23, 2009 telephone call, Respondent James Norton told Complainant that he had heard that her son was a "bad kid" from one of his tenants, who informed him that Complainant's son had been in "trouble."
15. During the September 23, 2009 telephone call, Respondent James Norton next told Complainant that he would only rent to Complainant if she agreed not to allow her son's friends to visit when she was not at home. In response, Complainant protested that her son was not a "bad kid" and informed Respondent James Norton that she would not agree to his rental condition.
16. During the September 23, 2009 telephone call, Complainant attempted to address Respondent James Norton's concerns about her son, [REDACTED]. Complainant told Respondent James Norton that her son had missed some school in past years, but that the problem causing his absences had resolved.

17. On information and belief, [REDACTED] suffers from migraine headaches. In or around 2006 or 2007, [REDACTED] often missed school because of this medical condition. However, by 2009, the frequency, severity and duration of the migraine headaches had decreased and [REDACTED] did not miss as much school as he had before the condition improved.
18. To further assuage Respondent James Norton's concerns about her son, during the September 23, 2009 telephone call, Complainant further offered to arrange for Respondent James Norton to speak with the Denmark Police, who she said would confirm that her son was not "trouble." Respondent James Norton declined Complainant's offer, stating that he had been "burnt" before and that he was not going to let it happen again, or similar words to that effect.
19. During her September 23, 2009 conversation with Respondent James Norton, Complainant became visibly upset and started crying. Complainant did not agree to the lease restriction and Respondent James Norton refused to rent the subject property to Complainant.
20. On information and belief, Complainant's son, [REDACTED] was present during the September 23, 2009 conversation between Complainant and Respondent James Norton, and heard his mother's end of the conversation. He also witnessed Complainant become upset and cry. From the portion of the conversation that he overheard, [REDACTED] understood the dispute to be about him and learned that he and his mother had lost the opportunity to rent the subject property because of him.
21. Upon information and belief, at all times relevant to this Charge, approximately seven (7), two-bedroom units were available for rent at the subject property. Respondent James Norton admits that he rented a unit at the subject property to two elderly tenants with no children, in or around October of 2009.
22. Respondent James Norton admits speaking with Complainant regarding the rental of a unit at the subject property. Respondent James Norton also admits that he was informed by another tenant that Complainant's son was a "bad kid" and that he conveyed that information to Complainant.
23. Respondent James Norton admits that, in a conversation with Complainant, he told Complainant that he refused to rent a unit at the subject property to Complainant unless she agreed to restrict her son from having visitors when she was not at home.
24. Respondent James Norton admits to ultimately refusing to rent to Complainant. He subsequently returned her rental deposit.
25. During the HUD investigation, Respondent James Norton conveyed to the HUD investigator that the subject property is located across the street from the high school and expressed his opinion that a lot of parents do not know "what goes on" when they are not home. While discussing the topic of teenagers home alone, Respondent James

Norton commented that he did not want a lot of “problems” at the subject property, or similar words to that effect.

26. In the course of the investigation, Respondents submitted various lease agreements for the subject property ranging in dates from March 11, 2008, through August 11, 2010. In or around, August 11, 2010, Respondents’ lease agreement included policies and rules restricting and/or imposing limitations on children. Specifically, on the last page of Respondents’ lease agreement, under the heading “Occupancy,” the following language is included:

“Parents are responsible for the supervision of their children and will be held financially responsible for any damage done to the building, grounds, or common areas of the property. *No children are allowed to play in the common areas of the building (hallways, basement, and laundry room[.]*...No tenant may operate any business from the premises, which would cause a burden on the apartment community’s facilities or a disruption in the peaceful enjoyment of the other tenants. *Specifically, tenants may not perform routine childcare services for non-resident children. The addition of children from outside the property overcrowds the facilities.* A tenant may not perform baby-sitting services for the children of friends or relatives who do not live at the property. This does not prohibit the occasional care for relatives’ or friends’ children” (emphasis added).

27. Respondent James Norton has imposed upon current and former tenants of the subject property living with minor children the condition that a parent be present when a tenant who is a teenager has guests.
28. Respondent James Norton informed a tenant with a teenaged son that he did not want teenagers “hanging” around in her unit.
29. Respondent James Norton told a tenant with a teenage son that her teenage son could no longer visit her after he moved out of the subject property because he was no longer on the lease.
30. On information and belief, Respondents placed no guest restrictions on tenant households without minor children, for the supervision of short-term guests to the subject property.
31. On more than one occasion, when tenants of the subject property with minor children failed to properly store their children’s outside toys, such as bicycles, Respondent James Norton has thrown those toys into the dumpster at the subject property.
32. Respondent James Norton told tenants with small children at the subject property that if they had a babysitter care for their children at the subject property, the babysitter was not allowed to bring any other minors to the subject property.

33. Respondent James Norton told a tenant with minor children that she could have children visit at the property, but “not all the time.”
34. It is Respondent James Norton’s policy that, “...Children are expected to pick up after themselves. Any items I may find left in the parkinglot [*sic*] or on the grounds gets picked up by me.”
35. Respondents’ policies requiring Complainant and other tenants domiciled with minor children to be present when their children have visitors imposes restrictions on families with children under the age of 18 living at the subject property that are not imposed upon tenants of the subject property without children under the age of 18 in their households.
36. By refusing to rent to Complainant unless she agreed to be home when her 17-year-old son had friends visit, Respondents refused to negotiate for the rental of, or otherwise made unavailable or denied, a dwelling to Complainant based on familial status in violation of 42 U.S.C. § 3604(a) of the Act.
37. By subjecting Complainant to terms and conditions of tenancy that required Complainant to be at home when her 17-year-old son had visitors, Respondent subjected Complainant to more restrictive terms and conditions than tenants of the subject property who do not reside with minor children, in violation of 42 U.S.C. § 3604(b).
38. By verbally communicating to Complainant that he would not rent a unit at the subject property to her if she refused, as a condition of tenancy, to agree to be present when her teenage son had visitors, Respondent James Norton made discriminatory statements to Complainant in violation of 42 U.S.C. § 3604(c) of the Act.
39. By publishing discriminatory statements in lease agreements that indicate a limitation or discrimination against families with children, Respondents violated 42 U.S.C. § 3604(c) of the Act.
40. As a result of Respondents’ discriminatory conduct, Complainant and her son have suffered significant damages, including, but not limited to, economic loss, physical and emotional distress, substantial inconvenience, embarrassment and the loss of a housing opportunity.
41. As a result of Respondents’ discriminatory conduct, Complainant and her son were placed in a very difficult and stressful situation, as they planned to move out of their then-current residence and into the subject property within a week of Respondents’ refusal to rent to them.
42. As a result of Respondents’ discriminatory conduct, Complainant and her son lost a unique housing opportunity and suffered inconvenience, as the location of the subject

property was ideal for both Complainant and her son, in that it was located directly across the street from the high school where ██████ attended school.

43. Complainant and her son also preferred the location of the subject property as it was located off of the main street in Denmark, with minimal traffic and street noise. In contrast, the property to which Complainant and her son moved is located directly on the main street in Denmark, next to two taverns. As a result, Complainant and her son are subjected to constant traffic and street noise. Furthermore, the property to which Complainant and her son moved lacks privacy. Specifically, Complainant's bedroom lacks privacy as the bedroom entrance only has a curtain hanging and no solid door separating Complainant's bedroom from the main living area.
44. As a result of Respondents' discriminatory conduct, Complainant's son, ██████ experienced severe emotional and physical distress. ██████ was present, in the room, during his mother's September 23, 2009 telephone conversation with Respondent James Norton and overheard his mother's responses. He also witnessed his mother as she became visibly upset and started crying during the aforementioned conversation. Based on his mother's responses while she was on the phone with Respondent James Norton, ██████ understood the conversation was about him which caused him severe emotional distress.
45. As a result of Respondents' discriminatory conduct, ██████ experienced severe migraines, a condition previously under control, but exacerbated by stress. Upon information and belief, due to the severity of ██████ symptoms, he not only had to visit his doctor more frequently, but he was also admitted to the emergency room on a number of occasions. The return of ██████ migraines caused him to miss a lot of school which had a negative impact on his grades.
46. Complainant was distressed by her son's condition and also had to take time from work to care for her son and accompany him to medical visits related to stress symptoms caused by Respondents' discrimination.

### **III. CONCLUSION**

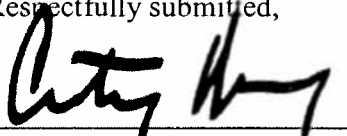
WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of the General Counsel, and pursuant to Section 3610(g)(2)(A) of the Act, hereby charges Respondents with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(a), (b) and (c)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

1. Declares that the discriminatory housing practices of Respondents as set forth above violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.*;
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with any of them from discriminating because of familial status against any person in any aspect of the purchase or rental of a dwelling;

3. Awards such monetary damages as will fully compensate Complainant and her son, [REDACTED] aggrieved persons, for any and all damages caused by Respondents' discriminatory conduct; and
4. Awards a \$16,000 civil penalty against each Respondent for violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3).

The Secretary of HUD further prays for additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

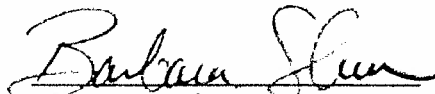
Respectfully submitted,



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