

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARINGS AND APPEALS**

Secretary, United States Department)	
of Housing and Urban Development,)	
on behalf of Complainant [REDACTED])	
Aggrieved Persons [REDACTED])	
)	HUD OHA No.
)	
Charging Party,)	FHEO No. 05-15-0557-8
)	
v.)	
)	
Applewood of Cross Plains, LLC, William Ranguette,)	
and Candice Wood,)	
)	
Respondents.)	
)	
)	
)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

Complainant [REDACTED] timely filed a complaint with the U.S. Department of Housing and Urban Development (the "Department" or "HUD") on February 4, 2015, alleging that Respondent William Ranguette discriminated against her and her daughter on the basis of disability¹ in violation of the Fair Housing Act ("Act"), 42 U.S.C. §§ 3601-3619. The complaint was amended on May 12, 2015, to add Applewood of Cross Plains, LLC, as a Respondent, and on September 9, 2015, to add Candice Wood as a Respondent.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination on behalf of aggrieved persons 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 to the General Counsel, who has redelegated 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. 42,463, 42,465 (July 18, 2011).

The Regional Director of the Office of Fair Housing and Equal Opportunity for Region V has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred in this case, and he has authorized the issuance of this Charge of Discrimination. 42 U.S.C. § 3610(g)(2).

¹ While the Act uses the term "handicap," this Charge uses the term "disability" as interchangeable with "handicap."

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based upon HUD's investigation of the allegations contained in the aforementioned complaint and the findings contained in the attached Determination of Reasonable Cause, the Secretary charges Respondents William Ranguette, Candice Wood, and Applewood of Cross Plains, LLC, with violating the Act as follows:

A. LEGAL AUTHORITY

1. It is unlawful to discriminate in the rental of, or to otherwise make unavailable or deny, a dwelling to any renter because of a disability of that renter, a person residing in the dwelling after it is rented, or a person associated with that renter. 42 U.S.C. § 3604(f)(1)(A-C); 24 C.F.R. § 100.202(a)(1-3).
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 with such a dwelling, because of a disability of that renter, a person residing in the dwelling after it is rented, or a person associated with that renter. 42 U.S.C. § 3604(f)(2)(A-C); 24 C.F.R. § 100.202(b)(1-3).
3. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of that person having exercised or enjoyed, or on account of that person having aided or encouraged any other person in the exercise or enjoyment of, any right protected by §§ 803-806 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b).
4. It is unlawful to retaliate against any person on account of her having exercised or enjoyed of a right protected by §§ 803-806 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b).

B. PARTIES AND SUBJECT PROPERTY

5. Complainant [REDACTED] ("Complainant") has cerebral palsy, is sight impaired, and is a person with a disability, as defined by 42 U.S.C. § 3602(h).
6. Complainant resides with her daughter, [REDACTED] who is also an individual with a disability, Down's Syndrome. As a person injured by a discriminatory housing practice, [REDACTED] is an aggrieved person within the meaning of 42 U.S.C. § 3602(i).
7. [REDACTED] is a close friend of Complainant and her daughter (collectively, [REDACTED]) and has served as the representative payee for the [REDACTED] Social Security benefits from November 2013 to present. As a person injured by a discriminatory housing practice, [REDACTED] is an aggrieved person within the meaning of 42 U.S.C. § 3602(i).

8. At all times relevant to this Charge, Respondent Applewood of Cross Plains, LLC ("Respondent ACP") owned the apartment complex known as Applewood Apartments, located in Cross Plains, Wisconsin.
9. At all times relevant to this Charge, Respondent William Ranguette ("Respondent Ranguette") was the owner and operator of Respondent ACP.
10. At all times relevant to this Charge, Respondent Ranguette was responsible for managing Applewood Apartments. In this role, Respondent Ranguette was the only person authorized to take adverse actions against tenants at Applewood Apartments.
11. Between November 2013 and June 2014, Respondent Ranguette and Respondent ACP employed Respondent Candace Wood ("Respondent Wood"). Respondent Wood was an agent of Respondent Ranguette and Respondent ACP. Her responsibilities included showing apartments to potential tenants, discussing eligibility guidelines with potential tenants, collecting paperwork and application fees from potential tenants, and receive tenant complaints.
12. From July 26, 2013, through June 30, 2014, the ██████ resided in a unit at the Applewood Apartments at 2704 Military Road, Cross Plains, WI 53528 ("subject property").
13. Applewood Apartments is advertised and presented to the public as senior housing with eligibility restricted to individuals 55 years or older, or individuals with disabilities.
14. The subject property constitutes a dwelling within the meaning of 42 U.S.C. § 3602(b). The subject property is not exempt under the Act.

C. FACTUAL ALLEGATIONS

15. On July 21, 2013, Complainant signed a lease with Respondent Ranguette, signing for Respondent ACP, for Unit 7 at the subject property. The lease term began on August 1, 2013, and expired on June 30, 2014. With Respondent Ranguette's permission, the ██████ began moving their belongings to the subject property on July 26, 2013.
16. While moving belongings into the property between July 26, 2013, and July 29, 2013, the ██████ were subjected to offensive comments and gestures by at least three other tenants. One tenant, identified as ██████ pointed at ██████ stating "You don't belong here . . . You belong in an institution," or similar words to that effect.
17. During the HUD investigation of Complainant's complaint, Respondent Ranguette stated to a HUD investigator that between approximately July 26, 2013, and July 29, 2013, three tenants complained to him about the ██████ referred to ██████ as "mentally retarded," and indicated to him that ██████ should not be living at the subject property.
18. On July 29, 2013, ██████ contacted Respondent Ranguette by email, stating:

██████████ had a few rough evenings around bedtime ... crying loudly...[Complainant] calmed her down and put her to bed. ██████████ usually goes to sleep M-F at 8 pm because she works at 8:30 am daily. Let me know if there are any concerns because the trio of ladies were saying that they don't think ██████████ should be living there. She's a great kid and an honor student. She made National honor society 4 yrs of high school...

19. On or around July 30, 2013, Respondent Ranguette and ██████████ spoke by telephone. Respondent Ranguette informed ██████████ that his policy is not to get involved with neighbor disputes. However, during this conversation he also requested that the ██████████ develop a "plan" to deal with noise complaints regarding ██████████
20. Term 32(b) of Respondents' lease with Complainant states that "[A]s a condition of tenants continuing right to use and occupy the premises tenant [sic] agrees and promises to: . . . Not to make or permit use of the premise or building for any unlawful purpose or any purpose that will damage injure or adversely affect the premise [sic] building the other tenants the landlord or the agent."
21. Term 30 of Respondents' lease with Complainant states that "[S]hould tenant neglect or fail to perform and observe any of the terms of this lease landlord will give tenant written notice of such requiring tenant to remedy. [sic] The breach or vacant [sic]."
22. Term 22 of Respondents' lease states that tenants should "File noise complaints through the police Department."
23. Between July 31, 2013, and August 5, 2013, ██████████ communicated by email with the Tenant Resource Center about the situation asking for assistance because the ██████████ landlord was not responding to complaints of disability-based harassment and was requiring a written plan for them to continue living at the subject property.
24. On August 9, 2013, Respondent Ranguette emailed ██████████ stating, "I spoke to my insurance [sic] Call me when you have time to discuss."
25. In or around August 9, 2013—August 13, 2013, Respondent Ranguette and ██████████ spoke by telephone. During this conversation, Respondent Ranguette stated his opinion that ██████████ was not capable of "independent living" and stated falsely that his insurance company would not cover the subject property with her living there. Respondent Ranguette stated that ██████████ could not stay in the unit.
26. On August 13, 2013, ██████████ emailed Respondent Ranguette "I finally located the fair housing statutes that you may need for use with future tenants. . . . This way you will have the correct information for future endeavors." A few minutes later, ██████████ emailed Respondent Ranguette again stating that she was contacting "involved parties" to discuss

how "we can deal with the fact that your insurance agent is refusing to cover you because of [REDACTED] inability to live alone."

27. On August 16, 2013, Respondent Ranguette emailed [REDACTED] asking, "Any progress on a plan? Is there anything I can help with?" In a separate email that same day, Respondent Ranguette expressed indignation that [REDACTED] sent him fair housing information.
28. On August 16, 2013, Complainant and [REDACTED] contacted the police to allege harassment by the [REDACTED] neighbor, [REDACTED]. The relevant part of the police report reads:

I contacted [REDACTED] at her apartment, #2. I informed [REDACTED] of the complaint and asked what she knew about it. [REDACTED] denied any knowledge of contact with anyone in apartment #7. I informed [REDACTED] that I did not believe her and that she was not to harass anyone in apartment #7 or their guests. I told [REDACTED] she is not to follow tenants from #7 around the building. I informed [REDACTED] that tenants in apartment #7 were not the problem and have every right to live in the building.

29. On August 18, 2013, [REDACTED] emailed Respondent Ranguette reporting that [REDACTED] was following Complainant to the laundry room when [REDACTED] was not doing laundry, [REDACTED] was coming out of her apartment to observe Complainant in the hallway when she hears Complainant talking to others, and that [REDACTED] and other tenants informed [REDACTED] that she could not use the common foyer area with tables and chairs. In this communication, [REDACTED] informed Respondent Ranguette that [REDACTED] has been remaining inside the apartment so that she is not bothered by others. [REDACTED] further informed Respondent Ranguette that police had become involved and that police informed them that Complainant and her daughter should be able to move freely around the building without fear of other tenants.
30. In this August 18, 2013, email, in response to Respondent Ranguette's asking about Complainant moving, [REDACTED] stated that "I'm not sure they can afford to move. They just put out \$1300.00 to move into Applewood." The next day, Respondent Ranguette replied to this email, ignoring the reported harassment, but stating that he would refund the [REDACTED] security deposit if they were to move.
31. On August 20, 2013, police were again summoned by Complainant and another neighbor. Complainant informed the officer that she was fearful that she and her daughter would be evicted by Respondent Ranguette. Complainant also stated that [REDACTED] followed her up and down the hallway of the building and the sidewalk. The other tenant also stated that she was fearful of eviction. The officer informed Complainant and the other tenant that the landlord could not evict them without following state law.
32. On or about September 19, 2013, [REDACTED], from Catholic Charities, spoke to Respondent Ranguette about his efforts to have the [REDACTED] move and the offensive comments and actions of other tenants.

33. During this conversation, [REDACTED] raised the issue of the harassment of the [REDACTED] Respondent Ranguette; he replied that he does not get involved in tenant disputes. Respondent Ranguette also stated to [REDACTED] that his insurance could be impacted by renting to the [REDACTED] as [REDACTED] is not capable, in his opinion, of "independent living."
34. For the remainder of the [REDACTED] tenancy, the [REDACTED] continued to complain to Respondent Ranguette and Respondent Wood about [REDACTED] following the [REDACTED] staring at them, and making offensive comments to them and their guests such as that the [REDACTED] should not be living there. Respondent Wood told Complainant to ignore the other tenants and Respondent Ranguette took no action. Respondent Wood failed to report these complaints to Respondent Ranguette as she stated that she only reported issues relating to the "safety and welfare" of tenants. These actions impacted the [REDACTED] use of the property and left [REDACTED] fearful to leave the apartment.
35. In a letter, dated May 1, 2014, and addressed to "[REDACTED] and [REDACTED]" Respondent Ranguette informed the [REDACTED] that their lease would terminate on June 30, 2014 and would not be renewed for another term.
36. On or around May 28, 2014, in response to continued offensive comments and actions by Blythe, Complainant and [REDACTED] sent a "cease and desist" letter by certified mail to Complainant's neighbor, [REDACTED], with a copy to Respondent Ranguette. This letter stated:
- Please cease and desist any and all activities that cause harassment or intimidation of [REDACTED]. . . . [We have] asked you repeatedly to stop following [REDACTED] in the hallway or common areas. We have spoken to you about making snide comments to [REDACTED] and other tenants regarding [REDACTED] disability. . . . You continually [REDACTED] despite the verbal warnings from the Police Department, [REDACTED]
37. Respondent Ranguette took no action in response to this letter.
38. Complainant and her daughter vacated the apartment on June 30, 2014, in accordance with the lease termination letter.
39. After vacating the apartment, Complainant and her daughter spent approximately one month living with [REDACTED], before moving to a more expensive unit that was less conveniently located and not disability accessible.
40. As a result of Respondents' actions, Complainant [REDACTED] and aggrieved person [REDACTED] suffered actual damages, including but not limited to, emotional distress, inconvenience, frustration, and loss of housing opportunity. Aggrieved person [REDACTED]

_____ suffered actual damages, including, but not limited to, inconvenience, frustration, emotional distress.

D. FAIR HOUSING ACT VIOLATIONS

41. Respondent Ranguette and Respondent ACP violated subsection 804(f)(1) of the Act by refusing to renew Complainant's lease because of Complainant's and her daughter's disabilities, and his belief that Complainant and/or her daughter were not capable of "living independently" because of their disabilities. 42 U.S.C. § 3604(f)(1); 24 C.F.R. § 100.202(a).
42. Respondent Ranguette and Respondent ACP violated subsection 804(f)(2) of the Act by demanding that they develop a "plan" to deal with _____'s disability-related behavior, by pressuring Complainant and her daughter to move, and by refusing to allow them to remain at the subject property due to their disabilities and due to Respondent Ranguette's belief that Complainant and/or her daughter were not capable of "living independently" Because of their disabilities. 42 U.S.C. §§ 3604(f)(2); 24 C.F.R. §§ 100.202(b).
43. Respondents violated subsection 804(f)(2) of the Act by failing to fulfill their duty to take prompt action to correct and end the disability-related harassment suffered by Complainant and her daughter from other tenants. 42 U.S.C. §§ 3604(f)(2); 24 C.F.R. §§ 100.202(b).
44. Respondents violated section 818 of the Act by interfering with Complainant's rights by failing to fulfill their duty to take prompt action to correct and end the disability-related harassment suffered by Complainant and her daughter from other tenants. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b).
45. Respondent Ranguette and Respondent ACP retaliated against Complainant and her daughter in violation of section 818 of the Act by refusing to renew Complainant's lease because Complainant asserted her right to an equal opportunity to use and enjoy the property without being subject to disability-related harassment. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b).

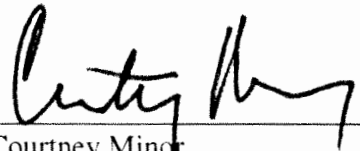
III. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of the Regional Counsel for Region V, and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondents with engaging in discriminatory housing practices in violation 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 Act, as amended, 42 U.S.C. § 3601, *et seq.*;

2. Enjoins Respondents, their agents, employees, successors, and all other persons in active concert or participation with any of them, from discriminating on the basis of disability against any person in any aspect of the rental of a dwelling;
3. Awards such damages as will fully compensate Complainant and aggrieved persons for the actual damages caused by Respondents' discriminatory conduct, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.670(b)(3)(i);
4. Awards a \$16,000 civil penalty against each Respondent for each violation of the Act committed, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
5. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

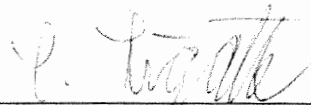
Respectfully submitted,



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