

**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 Complainants)
██████████ and)
her two minor children,)
)
Charging Party,)
)
v.)
)
Carrol Goodsell and Goodsell General)
Contracting, LLC.)
)
Respondents.)
_____)

HUDALJ No.:
FHEO Nos.: 08-12-0245-8
08-13-0150-8

CHARGE OF DISCRIMINATION

I. JURISDICTION

On August 24, 2012, Complainant ██████████ filed a complaint with the United States Department of Housing and Urban Development ("Department" or "HUD") alleging that Respondent Carrol Goodsell ("Respondent Goodsell") discriminated against her and her children on the basis of sex in violation of the Fair Housing Act (the "Act"), 42 U.S.C. §§ 3601-19. The complaint was amended on April 16, 2013, to add Respondent Goodsell General Contracting, LLC ("Respondent GGC"). On March 21, 2013, Complainant ██████████ filed a complaint with the Department alleging that he resided with Complainant ██████████ and that Respondent Goodsell violated the Act by sexually harassing her, denying Complainant ██████████ the opportunity to use and enjoy his rental property.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination ("Charge") on behalf of aggrieved persons following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. See 42 U.S.C. § 3610(g)(1)-(2). The Secretary has delegated to the General Counsel, see 24 C.F.R. §§ 103.400 and 103.405, who has re-delegated that authority to the Associate General Counsel for Fair Housing and the Assistant General Counsel for Fair Housing Enforcement. 76 Fed. Reg. 42,463, 42,465 (July 18, 2011).

The Regional Director of the Office of Fair Housing and Equal Opportunity for Region VIII has determined that reasonable cause exists to believe that a discriminatory

housing practice has occurred in this case and has authorized and directed the issuance of this Charge. See 42 U.S.C. § 3610(g)(2).

II. SUMMARY OF FINDINGS IN SUPPORT OF THIS CHARGE

Based on the Department's investigation of the allegations contained in the aforementioned complaint and the Determination of Reasonable Cause, Respondents are charged with violating the Act as follows:

A. LEGAL AUTHORITY

1. It is unlawful to 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 such dwelling, because of sex. 42 U.S.C. § 3604(b); 24 C.F.R. §§ 100.50(b)(2), 100.65(a) and (b)(5), 100.70(b).
2. It is unlawful to make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement, with respect to the rental of a dwelling, that indicates any preference, limitation, or discrimination based on sex. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4), 100.75(a) and (b).
3. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, any right granted or protected by section 804 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b) and (c)(2).

B. PARTIES AND SUBJECT PROPERTY

4. Complainant [REDACTED] is a woman who, at all times relevant, lived with and was in a relationship with Complainant [REDACTED]. She has two minor children, who also lived with Complainants.
5. Between March 17, 2012, and August 20, 2012, Complainants resided in a single-family house at [REDACTED] Spearfish, South Dakota (the "subject property").
6. The subject property is a dwelling as defined by subsection 802(b) of the Act. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.
7. Complainants and the minor children are "aggrieved persons" as defined by subsection 802(i) of the Act. 42 U.S.C. § 3602(i); 24 C.F.R. § 100.20.
8. Respondent Carrol Goodsell is the owner of Respondent Goodsell General Contracting, LLC.
9. Respondent GGC is a construction company incorporated in South Dakota and has its place of business located at [REDACTED] Spearfish, South Dakota.

10. Respondent GGC was employed to perform renovations on the subject property by its owner, Doris Richter, between February and May, 2012.
11. Respondent Goodsell rented a barn adjacent to the subject property. The barn was owned by Ms. Richter and was on the same parcel of land as the subject property.
12. At all times relevant, Respondent Goodsell acted as the property manager for the subject property and/or as an agent for its owner with respect to Complainants' tenancy. He had a key to the subject property.

C. FACTUAL ALLEGATIONS

13. On or about February 5, 2012, Complainants visited the subject property to see if it was available for rent. Complainants met Respondent Goodsell who told them he was renovating the subject property. Respondent Goodsell told Complainants that the subject property was not available at that time due to the renovations, but that they should check back to find out when it was available.
14. On or about February 13, 2012, Complainants gave Respondent Goodsell \$750 to hold the property, which was to be used as a security deposit once they signed the lease. Complainants agreed to pay a \$750 security deposit, \$800 for the last month's rent, and a prorated amount for the first month's rent upon commencement of their tenancy at the subject property.
15. On or about February 19, 2012, Complainants paid Respondent Goodsell \$200 towards the required \$800 for the last month's rent.
16. Prior to March 11, 2012, Complainants had not spoken to Ms. Richter, and only dealt with Respondent Goodsell. When the subject property was available to rent, Respondent Goodsell arranged a lease signing between Complainant [REDACTED] and Ms. Richter.
17. On March 11, 2012, Complainant [REDACTED] met with Ms. Richter and Respondent Goodsell to sign a lease for rental of the subject property. Complainant [REDACTED] was not present and did not sign the lease.
18. On or about March 16, 2012, Complainants paid Respondent Goodsell \$532, March's prorated rent. Complainants also paid an additional \$200 towards the last month's rent. Respondent Goodsell paid the remaining \$400 towards the last month's rent on behalf of Complainants. He paid Ms. Richter by crediting her bill from Respondent GGC for the renovations.
19. On or about March 17, 2012, Complainant [REDACTED] moved into the subject property with her two children. Complainant [REDACTED] moved into the property approximately one week later. Complainants remained there until August, 2012.

20. Throughout the tenancy, Complainants paid their rent to Respondent Goodsell. Respondent Goodsell credited these rent payments toward what Ms. Richter owed Respondent GGC for its renovations.
21. Respondent Goodsell made repairs to the subject property beyond those for which Respondent GGC was hired, including: fixing the sink, installing a curtain, fixing the shower, and fixing the cord on the dryer.
22. Throughout Complainants' tenancy, Respondent Goodsell engaged in verbal and physical behavior that constituted sexual harassment of Complainant [REDACTED]. Respondent Goodsell visited the subject property excessively without a need to be there pursuant to Respondent GGC's contract with Ms. Richter; made inappropriate sexual comments to Complainant [REDACTED]; requested favors in the form of "booby flashes," "hooter hugs," and "quickies;" and made inappropriate physical contact with Complainant [REDACTED]. Respondent Goodsell's comments and acts were unwelcome by Complainant [REDACTED].
23. Respondent Goodsell offered Complainant [REDACTED] privileges related to tenancy in exchange for sexual acts. This included forgiving the \$400 Complainants owed toward the last month's rent or buying a new bed set. Complainant [REDACTED] rejected these offers.
24. When Complainant [REDACTED] rejected Respondent Goodsell's requests for sexual favors, or asked him to stop making sexual comments, Respondent Goodsell became upset and yelled at Complainant [REDACTED]. Respondent Goodsell said he would not do anything for Complainants in the future and would pressure Complainant [REDACTED] for the \$400 she owed.
25. Complainant [REDACTED] made efforts to avoid Respondent Goodsell by, for example, not answering the door, not answering the phone, turning out the lights, and pretending she and her children were not home. Complainant [REDACTED] also left the subject property or locked herself in her room with her children to avoid Respondent Goodsell. On at least one occasion, Respondent Goodsell used his key to enter the subject property without permission, while Complainant [REDACTED] was inside.
26. On or about May 23, 2012, Complainant [REDACTED] told Ms. Richter that Respondent Goodsell was sexually harassing her and asked to pay the rent to Ms. Richter directly.
27. On or about July 2, 2012, Complainant [REDACTED] filed a police report complaining that Respondent Goodsell was harassing her.
28. On or about July 18, 2012, Complainant [REDACTED] sought an order of protection from Respondent Goodsell.
29. On or about August 20, 2012, Complainants vacated the subject property.

30. Respondent Goodsell's behavior caused strife between Complainants, who began to argue about Respondent Goodsell's behavior, sometimes in front of the children.
31. As a result of Respondents' discriminatory conduct, Complainants and the two minor children suffered actual damages, including inconvenience, humiliation and other emotional distress.

D. LEGAL ALLEGATIONS

32. As described above, Respondents discriminated against Complainants and the two minor children in the terms, conditions or privileges of the rental of a dwelling because of sex, in violation of subsection 804(b) of the Act. 42 U.S.C. § 3604(b); 24 C.F.R. §§ 100.50(b)(2), 100.65(a) and (b)(5), 100.70(b).
33. As described above, Respondents discriminated against Complainants and the two minor children by making numerous statements, with respect to the rental of the subject property, that indicated a preference, limitation or discrimination based on sex or an intention to make such preference, limitation or discrimination, in violation of subsection 804(c) of the Act. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4), 100.75(a) and (b).
34. As described above, Respondents coerced, intimidated, threatened or interfered with Complainants and the two minor children on account of their having exercised or enjoyed their rights granted or protected by section 804 of the Act, in violation of section 818 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b) and (c)(2).

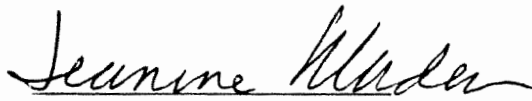
III. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of the General Counsel, and pursuant to section 810(g)(2)(A) of the Act, hereby charges Respondents with engaging in discriminatory housing practices in violation of subsections 804(b) and 804(c) and section 818 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 subsections 804(b) and 804(c) and section 818 of the Act, 42 U.S.C. §§ 3604(b), 3604(c), and 3617;
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating because of sex against any person in the sale or rental of a dwelling;
3. Enjoins Respondents from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act;

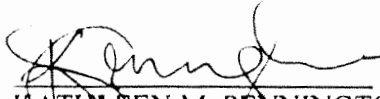
4. Awards such actual damages as will fully compensate Complainants and the aggrieved minor children for any and all injuries caused by Respondents' discriminatory conduct, pursuant to 42 U.S.C. § 3612(g)(3);
5. Assesses a \$16,000 civil penalty against each Respondent for each discriminatory housing practice, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671(a)(1); and
6. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,



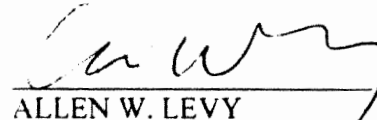
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