

(collectively referred to as “Respondents”). On or about February 2, 2005, February 7, 2006, and February 9, 2006, Complainants amended their complaints to add that Respondents committed discriminatory housing practices in violation of Section 3604(a) and Section 3604(c) of the Act.

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 redelegate to the Regional Counsel (67 Fed. Reg. 44234), 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 Director of the Office of Fair Housing and Equal Opportunity for the New York/New Jersey region, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred and has authorized the issuance of this charge of discrimination. HUD’s efforts to conciliate the complaint were unsuccessful. *See* 42 U.S.C. § 3610(b).

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD’s investigation of the allegations contained in the above-mentioned complaint, as amended, and the findings contained in the attached Determination of Reasonable Cause, the Secretary charges Respondents with violating the Act as follows:

A. Statutory and Regulatory Provisions

1. It is unlawful to refuse to rent after the making of a bona fide offer, or to refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, or national origin. 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 race, color, religion, or national origin. 42 U.S.C. § 3604(b).
3. It is unlawful to make any statement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, or national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c).

4. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by 42 U.S.C. § 3604. 42 U.S.C. § 3617.

B. Factual Allegations

5. At all times relevant herein, Respondent Triple H. Realty, LLC owned the Cottage Manor Apartments (“Cottage Manor”). The business office of Triple H. Realty, LLC is located at 227 Woehr Avenue, Lakewood, New Jersey.
6. Cottage Manor is located in Lakewood, New Jersey and consists of 104 units in six buildings. Building Nos. 113 and 115 are in the front of Cottage Manor. Building No. 113 has 12 units and is located at 113 Woehr Avenue. Building No. 115 has 18 units and is located at 115 Woehr Avenue. Building No. 117 has 21 units and is located at 117 Woehr Avenue. Building No. 119 has 21 units and is located at 119 Woehr Avenue. Building No. 121 has 18 units and is located at 121 Woehr Avenue. Building No. 123 has 14 units and is located at 123 Woehr Avenue.
7. Respondent Harry Kantor is employed by Respondent Triple H. Realty, LLC. Respondent Kantor determines rental policy for Cottage Manor and supervised Respondent Vincent Ortiz, the onsite superintendent.
8. Respondent Vincent Ortiz was employed by Respondent Triple H. Realty, LLC until 2004. Respondent Ortiz reported to Respondent Kantor and handled tenancy matters including rent collection, court appearances, and maintenance at Cottage Manor, among other things.
9. Complainants Jose and Florentina Resto are black, Hispanic, and Catholic. The Restos reside at Cottage Manor at 115 Woehr Avenue, Apt. 1K, Lakewood, New Jersey.
10. Complainants Esteban and Gloria Castro are Hispanic and Protestant. The Castros reside at Cottage Manor at 113 Woehr Avenue, Apt. 1A, Lakewood, New Jersey.
11. Complainant Daimian Edwards is African-American and Christian and Complainant Cristina Edwards is Puerto Rican and Christian. The Edwards reside at Cottage Manor at 123 Woehr Avenue, Apt. 1A, Lakewood, New Jersey.
12. Complainant Denise Young is African-American and Baptist. Ms. Young resides at Cottage Manor at 113 Woehr Avenue, Apt. 1D, Lakewood, New Jersey.

13. Complainant Edilberto Romerero is Mexican and Christian. Mr. Romerero resides at Cottage Manor at 119 Woehr Avenue, Apt. 1K, Lakewood, New Jersey.
14. Complainant Olivia Wilson is Cuban and Christian. Ms. Wilson resided at Cottage Manor at 123 Woehr Avenue, Apt. 1D, until April 2004.
15. Respondent Kantor stated that there were no Jewish residents at Cottage Manor in 2002, at the time that a housing assistance payments contract covering Cottage Manor was terminated.
16. Respondent Kantor stated that African-American and Hispanic tenants were asked to move to other buildings. Respondent Kantor stated that, beginning on or about January 1, 2002, he reached out to the Jewish community to fill vacancies. He further stated that Orthodox Jews “do not mix well with other minorities” and they tend to live in their own community. Respondent Kantor offered Jewish tenants incentives to relocate to Cottage Manor. Since Building No. 115 had the most vacancies, he placed Jewish tenants in Building No. 115.
17. Respondent Kantor instructed Respondent Ortiz to ask African-American and Hispanic families living in Building Nos. 113 and 115 to transfer to another building so that Jewish tenants would not have to live among African-American and Hispanic families.
18. In or about the summer of 2003, Respondent Ortiz informed Denise Young that she had to move from Building No. 113 to another building in the rear of the complex. Approximately three months after Ms. Young refused to transfer, Ms. Young noticed that she had no gas for hot water and cooking. The gas company informed her that someone had tampered with her gas meter. Ms. Young then spoke to a maintenance person at Cottage Manor who informed her that Respondent Ortiz instructed him to turn off Ms. Young’s gas supply so that Cottage Manor could exterminate her apartment. Cottage Manor had not turned off her gas supply for extermination work in the past.
19. In or about April 2004, Respondent Ortiz told Jose Resto that he and his family had to transfer to another apartment building because Jewish tenants were going to move into their apartment. After Mr. Resto told Respondent Ortiz that the Restos would not transfer to another apartment building, Respondent Ortiz told the Restos that Cottage Manor would not renew the Restos’ lease that was expiring at the end of July. The Restos contacted HUD on June 10, 2004 regarding Respondent Ortiz’s comments. Mr. Resto then informed management that he had contacted HUD. Subsequently, management signed the lease, and the Restos did not have to move.
20. In 2004, Respondent Ortiz informed Esteban Castro that he and his family had to move from their apartment in Building No. 115 because management wanted to place a Jewish family in their apartment. The Castros moved to Building No. 113

because they felt that if they did not agree to move, they would have to leave Cottage Manor.

21. As of August 2004, there were only two remaining non-Jewish tenants in Building No. 115. As of August 2004, all of the tenants in Building Nos. 117, 121, and 123 were African-American or Hispanic. As of August 2004, Building Nos. 113 and 119 had one or two Jewish families. The remaining tenants were African-American or Hispanic.
22. From 2000 to 2004, Daimian and Cristina Edwards had a rodent problem in their apartment. The Edwards also experienced a roach problem over a three-month period in 2000. The Edwards asked Respondent Ortiz several times to address the rodent and roach problem, but management never sent anyone to their apartment to exterminate after 4 pm during the work week or on the weekends. Because of a previous incident in which a Cottage Manor maintenance employee use their telephone to make long distance calls in their absence and without permission, the Edwards refused to leave a key with management to allow workers to come into their home attended. The Edwards remedied the roach and rodent problems themselves with over-the-counter pesticides.
23. Mr. Edwards had a sliding bedroom closet door that would not properly slide on its door track. Mr. Edwards asked Respondent Ortiz several times to fix the door. Finally, someone came to Mr. Edwards' apartment to work on the door. The maintenance person put the door back on the track, but several days after the maintenance person left the apartment, the door fell off the track again. Mr. Edwards asked Respondent Ortiz several times to send someone out a second time to fix the door. The maintenance person that came the second time told Mr. Edwards that he did not have and would not order the appropriate part to fix the door. The door remains unfixed and unusable today.
24. Mr. Edwards also had a broken bathroom tub lever. Without the lever, the Edwards could not retain water in the tub. Mr. Edwards asked Respondent Vincent Ortiz several times to send someone to fix the bathroom lever. Finally, a maintenance worker came. The maintenance worker said that he had fixed the bathroom lever, but when someone attempted to use the bathtub, the entire lever came off the wall.
25. For a period of one month in 2004, Olivia Wilson saw rodents and roaches in her apartment on a daily basis. Ms. Wilson stated that the rodents were coming up to her apartment from the basement. At night, Ms. Wilson would turn off the lights and could hear rodents running in her apartment. Both Ms. Wilson and her mother asked Respondent Ortiz several times to address the rodent and roach problem. In addition, Ms. Wilson asked a maintenance worker to come to her apartment to address the problems. Eventually, someone sprayed pesticide outside Ms. Wilson's apartment, but management never sprayed inside the apartment. Ms. Wilson tried to exterminate the rodents and roaches by using

over-the-counter pesticides, but she was unsuccessful. Ms. Wilson left her apartment in April of 2004 because management refused to address the rodent and roach problem.

26. When Edilberto Romerero moved into an apartment at the Cottage Manor, the kitchen was not complete, the closet doors were broken, and there was a hole in the floor at the entrance of the apartment. Mr. Romerero asked management to repair the problems, but management refused.
27. Of the five Jewish tenants residing in Building No. 115 that were interviewed, none complained of problems with maintenance or extermination services.
28. Building No. 115 has a well-manicured lawn with green grass enclosed within a white fence. Building No. 119 has a partial white fence and green grass. Buildings Nos. 113, 117, 121, and 123 do not have a lawn area enclosed within a white fence. The ground in front of those buildings consisted mainly of brown grass and patches of dirt rather than green grass.
29. Respondent Ortiz informed African-American and Hispanic tenants that they could not leave any personal possessions on the front lawn, and that any property left therein would be confiscated and discarded. Jewish tenants in Building No. 115 leave toys, lawn furniture, and other personal possessions on the front lawn, but management does not discard their items left on the lawn.
30. Upon information and belief, in August 2004, non-Jewish African-American and Hispanic tenants paid higher rent than Jewish tenants. As of August 2004, three Jewish families paid \$700 for a two-bedroom apartment, one Jewish family paid \$725 for a two-bedroom apartment, and another Jewish family paid \$850 for a two-bedroom apartment. As of August 2004, the Edwards and the Castros were charged a monthly rent of \$976 for their two-bedroom units. The Contract Rent amounts subsidized by the Lakewood Housing Authority for several other two-bedroom apartments occupied by non-Jewish tenants, including Denise Young's apartment, is \$975.
31. As a direct result of Respondents' discriminatory conduct, Jose and Florentina Resto suffered damages, including but not limited to emotional distress, hurt, humiliation, and inconvenience. Because of Respondents' discriminatory conduct, the Restos were not able to use the lawn to store personal property and had to fight management in order to stay in their unit.
32. As a direct result of Respondents' discriminatory conduct, Esteban and Gloria Castro suffered damages, including but not limited to emotional distress, embarrassment, hurt, humiliation, loss of housing opportunity and inconvenience. Because of Respondents' discriminatory conduct, the Castros were forced to move to a less desirable apartment and were not able to use the lawn to store personal property. The Castros incurred moving expenses and lost the use of

improvements to their apartment in Building No. 115. In addition, the Castros paid a higher rental charge than Jewish tenants.

33. As a direct result of Respondents' discriminatory conduct, Denise Young suffered damages, including emotional distress, embarrassment, hurt, humiliation, and inconvenience. Because of Respondents' discriminatory conduct, Ms. Young had to fight management by refusing to move to a different apartment in the back of the apartment complex despite being told that she had to move and despite that management cut off her gas supply. In addition, Ms. Young did not receive appropriate maintenance services, was not able to use the lawn to store personal property, and had to pay a reconnection fee to obtain gas service for her apartment.
34. As a direct result of Respondents' discriminatory conduct, Daimian and Cristina Edwards suffered damages, including but not limited to emotional distress, embarrassment, hurt, humiliation, and inconvenience. Because of Respondents' discriminatory conduct, the Edwards did not receive appropriate maintenance services, had to live with rodents and roaches, and were not able to use the lawn to store personal property. In addition, the Edwards incurred extermination expenses and costs associated with purchasing electric cooking equipment. The Edwards also paid a higher rental charge than Jewish tenants.
35. As a direct result of Respondents' discriminatory conduct, Octavia Wilson suffered damages, including but not limited to emotional distress, embarrassment, hurt, humiliation, loss of housing opportunity, and inconvenience. By Respondents' discriminatory conduct, Ms. Wilson lived with and discarded food because of rodents and roaches. Ms. Wilson also incurred extermination costs in an attempt to exterminate the rodents and roaches on her own. Ultimately, Ms. Wilson incurred moving costs and opportunity costs associated with moving from Cottage Manor because of the rodents and roaches.
36. As a direct result of Respondents' discriminatory conduct, Edilberto Romerro suffered damages, including but not limited to emotional distress, embarrassment, hurt, humiliation, and inconvenience. Because of Respondents' discriminatory conduct, Mr. Romerro did not receive appropriate maintenance services and was not able to use the lawn to store personal property.

C. Fair Housing Act Violations

37. By refusing to renew Complainant Jose and Florentina Resto's lease, Respondents discriminated against the Complainants by refusing to rent a dwelling on the basis of the aforementioned complainants' race, color, national origin, and religion. 42 U.S.C. § 3604(a).
38. By requesting that Jose and Florentina Resto, Esteban and Gloria Castro, and Denise Young move from their apartments so that Jewish tenants could occupy

their apartments, Respondents discriminated against the aforementioned complainants on the basis of race, color, national origin, and religion. 42 U.S.C. § 3604(a).

39. In making statements to Jose Resto and Esteban Castro that they and their families would have to move because management wanted to use their apartments for Jewish tenants, Respondents violated the Act. 42 U.S.C. § 3604(c).
40. By denying, delaying, and providing inadequate apartment maintenance services to non-Jewish tenants including Daimian Edwards, Cristina Edwards, Edilberto Romerro, and Octavia Wilson while providing adequate apartment maintenance services to Jewish tenants, Respondents discriminated against the aforementioned complainants on the basis of race, color, national origin, and religion in the terms, conditions, or privileges of the rental of a dwelling and in the provision of services or facilities. 42 U.S.C. § 3604(b).
41. By refusing to allow non-Jewish tenants including the Restos, the Castros, Mr. Romerro, the Edwards, and Ms. Young to leave toys and personal items on the lawns but allowing Jewish tenants to leave toys and personal items on the lawns, Respondents discriminated against the aforementioned complainants in the use of privileges, services, or facilities because of race, color, national origin, and religion. 42 U.S.C. § 3604(b).
42. By assessing the Castros and the Edwards higher rental charges than Jewish tenants, Respondents discriminated against the aforementioned complainants in the terms, conditions, or privileges of sale or rental property because of race, color, national origin, and religion. 42 U.S.C. § 3604(b).
43. By refusing to renew the Restos' lease, Respondents unlawfully coerced, intimidated, threatened, or interfered with the Restos' exercise or enjoyment of rights granted or protected by 42 U.S.C. § 3604. 42 U.S.C. § 3617.

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, 42 U.S.C. § 3610(g)(2)(A), hereby charges the Respondents with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(a), 3604(b), 3604(c), and 3617, and prays that an order be issued that:

1. Declares that the discriminatory housing practices of the Respondents, as set forth above, violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601, *et seq.* and its implementing regulations;
2. Pursuant to paragraph 812(g)(3) of the Act, 42 U.S.C. § 3612(g)(3), enjoins Respondents, their agents, employees, and successors, and all other persons in

active concert or participation with them, from discriminating because of race, color, religion, and national origin against any person in any aspect of the rental, use, or enjoyment of a dwelling;

3. Pursuant to paragraph 812(g)(3) of the Act, 42 U.S.C. § 3612(g)(3), enjoins Respondents and all other persons in active concert or participation with them, from discriminating against any person by steering such person to or away from a dwelling because of the race, color, national origin, or religion of that individual or the race, color, national origin, or religion of the neighbors in a particular community;

4. Pursuant to paragraph 812(g)(3) of the Act, 42 U.S.C. § 3612(g)(3), requires the Respondents to establish, promulgate and adhere to nondiscriminatory policies with respect to their tenanting practices;

5. Pursuant to paragraph 812(g)(3) of the Act, 42 U.S.C. § 3612(g)(3), awards such damages as will fully compensate Complainants for their damages caused by Respondents' discriminatory conduct;

6. Pursuant to paragraph 812(g)(3) of the Act, 42 U.S.C. § 3612(g)(3), awards such damages as will fully compensate Complainants for emotional distress, embarrassment, humiliation, loss of housing opportunity and inconvenience caused by Respondents' discriminatory conduct;

7. Pursuant to paragraph 812(g)(3) of the Act, 42 U.S.C. § 3612(g)(3), awards a \$11,000 civil penalty against Respondents for each violation of the Act committed; and

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

Respectfully submitted,

John J. Cahill
Regional Counsel
New York/New Jersey Office

Glenda L. Fussá
Associate Regional Counsel
New York/New Jersey Office

Lillyanne T. Alexander
Attorney-Advisor

Office of Regional Counsel
U.S. Department of Housing
and Urban Development
26 Federal Plaza, Room 3500
New York, NY 10278-0068
(212) 542-7213

Date: June 29, 2006

cc:

Cahill
Fussa
Chron
Alexander
Alexander Chron
Subject Matter: Fair Housing Charges

Concurrences:

Date
Name

Alexander
Originator

Fussa
Concurrence

Cahill
Signature

Resto 02-04-0536-9/Charge/Jul 21 04