

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

The Secretary, United States Department of	)	
Housing and Urban Development, on behalf of	)	
Complainant <b>NAME REDACTED</b> and her	)	
minor children,	)	
	)	
Charging Party,	)	OHA No. _____
	)	
v.	)	
	)	FHEO No. 09-20-8640-8
Juvenal Salazar,	)	
Javier Salazar Senior,	)	
and Ricardo Covarrubias,	)	
	)	
Respondents.	)	
_____	)	

**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On October 28, 2019, Complainant **NAME REDACTED** filed a timely complaint with the U.S. Department of Housing and Urban Development (“HUD”) alleging that Ricardo Covarrubias and Javier Salazar discriminated against her on the basis of sex by making housing unavailable, subjecting her to sexual harassment, including unwelcome verbal comments and touching, and making discriminatory statements (“Original Complaint”). On April 27, 2020, Complainant amended the Original Complaint to add Juvenal Salazar as a Respondent, to add the suffix “Senior” to Respondent Javier Salazar’s name, and to update Respondents’ address (“First Amended Complaint”).

In the First Amended Complaint, Complainant alleged that Ricardo Covarrubias, Javier Salazar Senior (“Salazar Senior”), and Juvenal Salazar (“Salazar Junior”) (collectively, “Respondents”) violated Subsections 3604(a), 3604(b), and 3604(c), and 3617 of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. §§ 3601 *et seq.*) (the “Act”).

The Act authorizes the Secretary of HUD to issue 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 that authority to the General Counsel, who has redelegated the

authority to the Regional Counsels. 24 C.F.R. §§ 103.400 and 103.405; 76 Fed. Reg. 42463, 42465 (July 18, 2011).

By Determination of Reasonable Cause dated July 11, 2023, the Regional Director of HUD's Office of Fair Housing and Equal Opportunity ("FHEO") for Region IX, on behalf of the Assistant Secretary for FHEO, has determined that reasonable cause exists to believe that discriminatory housing practices have occurred and has authorized the issuance of this Charge of Discrimination. 42 U.S.C. § 3610(g)(2).

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

Based on HUD's investigation of the allegations contained in the above-referenced complaint and the Determination of Reasonable Cause dated July 11, 2023, Respondents are hereby charged with violating the Act as follows:

### **A. Legal Authority**

1. It is unlawful to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of sex. 42 U.S.C. § 3604(a). This prohibition includes "[s]ubjecting a person to harassment because of . . . sex . . . that causes the person to vacate a dwelling or abandon efforts to secure the dwelling." 24 C.F.R. § 100.60(b)(7).
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 dwelling, because of sex. 42 U.S.C. § 3604(b); 24 C.F.R. §§ 100.50(b)(2), 100.65(a) and (b)(7). It is also unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of . . . any right granted or protected by Section 3604 of the Act. 42 U.S.C. § 3617. Conduct prohibited by these provisions includes quid pro quo and hostile environment harassment based on sex. 24 C.F.R. § 100.600(a)(1) and (2), (b), and (c).
3. 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 sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sex or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4), 100.75(a), and (c)(2).
4. It is unlawful to threaten, intimidate, or interfere with persons in their enjoyment of a dwelling based on sex. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(2).
5. It is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act, or because that person reported a discriminatory housing practice to a housing provider or other authority. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(5) and (6).

6. Pursuant to the Act, a person is “directly liable for [t]he person's own conduct that results in a discriminatory housing practice.” 24 C.F.R. § 100.7(a)(1)(i).
7. Pursuant to the Act, a person is directly liable for another’s conduct when he knew or should have known about the conduct of another person over whom he had control, and he failed to intervene to prevent the conduct. 24 C.F.R. § 100.7(a)(1)(ii), (iii).
8. Pursuant to the Act, a person is vicariously liable for a discriminatory housing practice by the person’s agent or employee, regardless of whether the person knew or should have known of the conduct that resulted in a discriminatory housing practice, consistent with agency law. 24 C.F.R. § 100.7(b).
9. Pursuant to the Act, “dwelling” means any building, structure, or portion thereof which is occupied as, or designated or intended for occupancy as a residence by one or more families. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.
10. Pursuant to the Act, an “aggrieved person” includes any person who claims to have been injured by a discriminatory housing practice. 42 U.S.C. § 3602(i)(1); 24 C.F.R. § 100.20.

B. Parties and Subject Property

11. The property that is the subject of the discriminatory housing practices is a single family home located at **ADDRESS REDACTED**, Bakersfield, CA 93304 (the “Subject Property”) and is a dwelling as defined by the Act. 42 U.S.C. § 3602(b).
12. At all times relevant to the Charge, Covarrubias was the owner of the Subject Property.
13. Covarrubias was also the owner of two other single-family residences that he rented out and two other multifamily properties. Therefore, the Subject Property is not exempt from the Act. 42 U.S.C. § 3603(b)(1); 24 C.F.R. § 100.10(c)(1).
14. At all times relevant to the Charge, Salazar Senior and Salazar Junior were employees and/or agents of Covarrubias.
15. At all times relevant to the Charge, Salazar Senior served as the property manager for the Subject Property. Salazar Junior, Salazar Senior’s son, served as the maintenance worker for the Subject Property.
16. Complainant alleged that March 31, 2019, was the date of the last alleged discriminatory act, and the Original Complaint was timely filed on October 28, 2019.
17. Complainant is the mother to two minor children who were four and two years old at the time of Respondents’ actions, and who lived in the Subject Property at all times relevant to the Charge.
18. Complainant and her children are aggrieved persons as defined by the Act. 42 U.S.C. § 3602(i)(1).

C. Factual Allegations

19. On or around early December 2018, Respondents Salazar Senior and Salazar Junior gave Complainant a tour of the Subject Property. Complainant signed a one-year lease for the Subject Property the day after the tour and moved in with her two minor children on December 17, 2018.
20. Upon moving into the Subject Property on December 17, 2018, Complainant noticed that the heating appliance failed to work and called Salazar Senior to report the issue. Salazar Junior arrived at the Subject Property and performed maintenance on the heating appliance. Prior to leaving the Subject Property, Salazar Junior told Complainant, “[y]ou’re so beautiful.”
21. Starting the next day, on or around December 18, 2018, Salazar Junior began sending Complainant unwelcome text messages that continued throughout the next several months. Salazar Junior began texting Complainant a few times a week, but starting on January 22, 2019, he texted her daily through the remainder of January and through most of February. Based on Complainant’s recollection, the texts included asking Complainant if she wanted a Range Rover, if she wanted to be Salazar Junior’s wife, and offering to have sex with Complainant in lieu of rental payments.
22. From February 14, 2019, to February 24, 2019, Salazar Junior continued to express his desire through text messages that he and Complainant have a sexual or romantic relationship. Complainant provided HUD with screenshots of the text messages she exchanged with Salazar Junior during this period. His texts included, but were not limited to, such statements as “you are so fine and beautiful,” “i am your best best friend,” “Can you send me a picture because you are beautiful,” “I am going to give you a big hug when i see miga,” “Just because you are so nice and beautiful miga,” and “i am going to pray to god some day we will be together miga.” He often asked where she was, whether she was sleeping, and why she would not respond to him quickly. On February 19, 2019, Salazar Junior demanded that she explain why she was not interested in him romantically or sexually.
23. Complainant never reciprocated Salazar Junior’s sentiments and she made it clear that she was not interested in Salazar Junior. Throughout the texting conversations that occurred from February 14, 2019, to February 24, 2019, she asked him to “talk to [her] like a professional landlord” and to otherwise stop talking to her inappropriately on numerous occasions. She told him, “[Y]our [sic] my landlord not my boyfriend,” “I get it but you need to be professional when you talk to me I’m not in any way going to have you more than just a landlord,” and “I don’t need a hug just fix my stuff.”
24. On or about February 24, 2019, Salazar Junior groped Complainant in her home. Salazar Junior arrived at the Subject Property uninvited and told her that he wanted to fix the bathroom toilet. Complainant agreed to let Salazar Junior into the Subject Property because the property only had one toilet and she needed it to work. Complainant stated

that Salazar Junior told her “[y]ou’re so fine, girl.” Shortly thereafter, Complainant asked Salazar Junior to leave. Upon doing so, Salazar Junior grabbed Complainant’s vaginal area over her pants and called her “[m]amacita.” She then told Salazar Junior to “[g]et the [f]uck out of my house!”

25. While exiting the Subject Property after groping Complainant, Complainant watched as Salazar Junior used his cellular phone to photograph a portrait of Complainant and her minor daughter that was in Complainant’s home, without Complainant’s permission.
26. On February 24, 2019, at around 1:00 p.m., shortly after the groping incident, Salazar Junior initiated another texting conversation with Complainant. During this conversation, Complainant told Salazar Junior, “[D]on’t touch me,” “You need to stop taking pics of me it’s creepy,” and “I just find what you do a little bit creepy. I’m not ever gonna have sex with you or anything of that nature.” Salazar Junior later repeatedly told Complainant that he loved her and made other inappropriate comments. He said, among other things, “I really want to be with you baby and get married babe,” “I love you babe i want to make love to you baby,” and “I am going to your house do you something i can take you some food babe.” In response, Complainant told him, “Only text or call me about house,” “I’m blocking your #,” and “I don’t want you at my house.”
27. On February 25, 2019, Salazar Junior’s text messages became more graphic and assertive. He texted Complainant the following messages: “I love you baby a lot,” “Good morning i love you so much i miss you babe i care about you a lot please understand my sweetie love,” “Babe right now i would love suck your pussy so good and to make me cum al [sic] over my mouth my love,” “Babe i have i big dick 10 inches and 2.5 wide gust for you miga you are going to love it babe [sic throughout].” Complainant did not respond to these messages.
28. When HUD asked Salazar Junior why he failed to stop sending Complainant sexually explicit text messages, he stated, “I am stupid and should have stopped” and “I don’t know why I did that.”
29. On or around February 25, 2019, Complainant informed Salazar Senior of Salazar Junior’s harassment. A bilingual neighbor translated a conversation between Complainant and Salazar Senior, who is a monolingual Spanish speaker. The neighbor told Salazar Senior that Complainant wanted Salazar Junior to stop sending her obscene and inappropriate text messages. The neighbor said that Salazar Senior agreed that he would “take care of it.”
30. Complainant asked her neighbor to come over to the Subject Property on multiple occasions because she feared that Salazar Junior would arrive unannounced, which he had done previously. The neighbor would close Complainant’s blinds and lock her doors because, he stated, Salazar Junior would be outside looking for Complainant and peer through her windows when he was not scheduled to repair the Subject Property. She also asked him to be present while Salazar Junior made repairs. The neighbor stated that Complainant would shake with fear when describing Salazar Junior’s harassment.

31. Complainant's cousin, **NAME REDACTED**, witnessed incidents of Salazar Junior's harassment of Complainant, including viewing sexually harassing text messages sent by Salazar Junior. **NAME REDACTED** remembered a text message in which Salazar Junior graphically described the aggressive manner in which he wanted to have sex with Complainant, and another in which Salazar Junior offered sex in lieu of rental payments. Complainant would ask **NAME REDACTED** to be present at the Subject Property while Salazar Junior made repairs to protect her from his harassment.
32. In late February 2019, Complainant smelled gas in the Subject Property. Complainant left the Subject Property and called Salazar Senior and Pacific Gas and Electric ("PG&E") to report a gas leak. PG&E found what was described as a "major" gas leak in the heating appliance, covered it with red tags, and turned off the gas to the Subject Property. A PG&E Service Report and Hazard Notices dated February 28, 2019, indicated that the water heater, heating appliance, and dryer were in "unsafe condition" and needed to be "refer[red] to [a] licensed contractor." The Hazard Notices further stated that PG&E disconnected the heating appliance due to a leak from an improper adaptor and the dryer connection had a leaking valve. Despite this, Salazar Senior refused to comply with PG&E's directive to refer the matter to a licensed contractor and instead continued sending Salazar Junior, who was not licensed, to try and fix the issues outlined in the Hazard Notices. Salazar Junior was unable to adequately fix the issues outlined in the Hazard Notices to an acceptable level that would pass PG&E approval.
33. On or around March 1, 2019, Salazar Junior and Salazar Senior came over to the Subject Property to fix the heating appliance while Complainant and **NAME REDACTED** were there. Complainant handed the PG&E Hazard Notices to Salazar Junior and Salazar Senior, and they told her that they did not care, and threw the notices on the ground. Complainant stated that she then told Salazar Junior in front of Salazar Senior that if he continued to send her obscene text messages and act in an unprofessional manner, she would contact a lawyer or call the police. Salazar Junior then told her, "[y]ou don't want to be nice to me? I am not fixing anything." **NAME REDACTED**, who was present, confirmed that Complainant repeatedly told Salazar Junior to stop sending her sexually harassing text messages during this incident and confirmed that Salazar Junior told her that he would not perform the repairs unless she was "nice" to him. Over the next four days, Complainant witnessed Salazar Junior and Salazar Senior making repairs to other tenants' properties while failing to fix the needed repairs at the Subject Property.
34. On March 15, 2019, PG&E left another Hazard Notice that indicated that the heating appliance was in "unsafe condition" and needed to be "refer[red] to [a] licensed contractor." At this point, Complainant and her two minor children had been without heat for two weeks.
35. Complainant's four year-old daughter became ill due to the lack of heat, as evidenced by a doctor's note dated March 26, 2019, which stated that she needed heat in her home. The doctor wrote two prescriptions dated the same day for medications to address Complainant's daughter's symptoms.

36. Between March 26, 2019, and April 1, 2019, Complainant asked Salazar Senior and Salazar Junior to provide her with Covarrubias's phone number, and they refused.
37. On March 26, 2019, Complainant showed the PG&E Hazard Notices to Salazar Junior and Salazar Senior. They responded that the law only required them to give her two small space heaters. Complainant further told Salazar Senior and Salazar Junior that she had gone without gas for heating and cooking for approximately 30 days, and that if the issues were not resolved, she intended to vacate the Subject Property. Complainant attempted to follow up on her intent to vacate with a letter to Covarrubias, dated March 30, 2019, but she did not have Covarrubias's mailing address. Complainant finally attempted to deliver the letter in person to the address listed as Covarrubias's on her lease, but the door to the address was locked and there was no mail slot.
38. On March 30, 2019, Complainant filed an incident report with the Kern County Sheriff's Office. The incident report recounted Salazar Junior's request for sex in lieu of rental payments and the February 24, 2019, groping incident. On April 3, 2019, Complainant filed another incident report with the Kern County Sheriff's Office with photocopies of text messages between her and Salazar Junior.
39. On or around April 1, 2019, Complainant moved out of the Subject Property. Complainant returned the following day to collect her remaining belongings, but Respondents had padlocked the gate and changed the locks, preventing Complainant from retrieving her belongings. Respondents refused to return Complainant's belongings or her security deposit.
40. On May 31, 2019, and June 1, 2019, Salazar Junior sent another series of graphic and sexually harassing texts to Complainant, which the Department obtained screenshots of. He made such statements as, "Mija i want you now mija. I want your body," "I want to have sex with u now mija. I want to eat your tight pussy," and "I want your tight wet pussy now [sic throughout]." He also threatened to attack a man he referred to as Complainant's boyfriend, though it is not clear who Salazar Junior was referring to. He stated, "If i cant have u then i go get your boyfmiend [sic throughout]." Complainant again clearly told Salazar Junior to stop. She stated, "Stop texting me. Stop calling me Javier," "You gotta leave me alone," and "Your crazy."
41. Salazar Senior confirmed that Covarrubias is the owner of the Subject Property and that he acts as Covarrubias' agent by collecting rent for him. Salazar Senior also confirmed that Salazar Junior was an agent for Covarrubias and that Salazar Junior performed maintenance on Covarrubias' rental properties. Salazar Senior also stated that he would inform Covarrubias about the specific maintenance-related tasks that Salazar Junior completed and any associated costs and provide Covarrubias with the accompanying receipts. Covarrubias' son has also confirmed that Salazar Senior was an agent for Covarrubias and stated that Covarrubias paid Salazar Senior in cash. Salazar Junior has confirmed that he is employed by Covarrubias and performs maintenance-related tasks for his rental properties, including the Subject Property. Other tenants of properties

owned by Covarrubias near the Subject Property have confirmed that Salazar Senior acts as property manager and collects the rent, and that Salazar Junior does maintenance on the properties.

42. Complainant suffered significant distress and anxiety because of Salazar Junior's harassment. She felt uneasy in her own home, believing that Salazar Junior could arrive at any time to harass her. Her home was without heat for all of March 2019, leaving her and her two minor children without heat during a cold month. Further, because PG&E shut the gas off at her house after discovering the heating appliance's leak, she was unable to cook in her kitchen, forcing her to eat out for most meals, costing her a substantial amount of money and causing significant inconvenience. Because of these conditions, her daughter fell ill and had to be prescribed medication. Often, to avoid having the children sleep in a cold house, Complainant had to arrange for them to stay elsewhere, which was difficult for her to do because she works evening and night shifts and her father, who lives nearby, has significant health problems. When she moved out of the apartment on April 1, 2019, her new apartment was not available until May 1, 2019, and her and her two children moved into her father's small apartment during April 2019.
43. Complainant also incurred significant financial costs in removing herself from the Subject Property. She spent \$150 on storing her belongings during April 2019, spent another \$100 on a U-Haul to move, and paid her father and cousin money to help her move. Respondents also refused to return Complainant's \$700 security deposit, despite Complainant leaving the Subject Property clean and undamaged (beyond the appliances that Respondents refused to repair). Respondents also refused to permit Complainant to recover many of her belongings from the Subject Property after she moved out on April 1, 2019. Upon moving into her new apartment, Complainant had to pay additional money each month for storage, since the new apartment is smaller than the Subject Property and did not have space for her remaining belongings. Additionally, despite being a smaller space with one fewer bedroom, she paid \$405 a month more for her new place compared to the Subject Property. Complainant said that there were no other places available in the area that she could afford when she was forced to move.

D. Fair Housing Act Violations

44. As described above, Respondents violated Subsection 3604(a) of the Act when Respondents made housing unavailable to Complainant because of sex. 42 U.S.C. § 3604(a); 24 C.F.R. § 100.60(b)(7).
45. As described above, Respondents violated Subsection 3604(b) and Section 3617 of the Act when Salazar Junior sexually harassed Complainant. 42 U.S.C. §§ 3604(b), 3617; 24 C.F.R. §§ 100.50(b)(2), 100.65(a), (b)(6) and (7), 100.70(b), 100.400(b) and (c)(2), and 100.600(a)(1) and (2), (b), and (c).
46. As described above, Respondents violated Subsection 3604(c) of the Act when Respondent Salazar Junior made statements to Complainant with respect to the rental of a



dwelling that indicated a preference, limitation, or discrimination because of sex. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4), 100.75(a) and (c)(2).

47. As described above, Respondents violated Section 3617 of the Act when Respondents coerced, intimidated, threatened, or interfered with Complainant's rights under Section 3604 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(2).
48. As described above, Respondents violated Section 3617 of the Act when Respondents retaliated against Complainant for exercising her rights under the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(5) and (6).

### **III. CONCLUSION**

WHEREFORE, the Secretary of HUD, through the Office of the General Counsel, and pursuant to 42 U.S.C. § 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), 3604(b), 3604(c), and 3617, and requests an Order be issued that:

1. Declares that Respondents' discriminatory housing practices, as set forth above, violate the Act, Subsections 3604(a), 3604(b), and 3604(c), and Section 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 towards any person in any aspect to the sale or rental of a dwelling pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.670(b)(3)(ii);
3. Awards such monetary damages as will fully compensate Complainant and her aggrieved children for all 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. Assesses a civil penalty against each Respondent for each violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
5. Awards such additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted on this 11th day of July 2023.



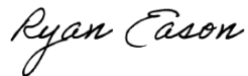
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