

**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 **NAME REDACTED**,)
)
Charging Party,)
) OHA No. _____
v.)
) FHEO No. 09-22-9910-8
Kailua Village Condominium Association,)
Ron Zentner,)
Susan Winn,)
Stephanie Smedes,)
Certified Management, Inc., doing business as)
Associa Hawaii,)
Benjamin Willoughby,)
Bruce Stern,)
Deborah Stern,)
Jacqueline J. Frame,)
Kona Now LLC, doing business as Kona Now)
Realty and Kona Now Hawaii Island Rentals,)
)
)
Respondents.)
_____)

CHARGE OF DISCRIMINATION

I. JURISDICTION

On June 2, 2022, Complainant **NAME REDACTED** (“Complainant”) filed a timely complaint with the U.S. Department of Housing and Urban Development (“HUD”) against the Kailua Village Condominium Association, Inc. (the “HOA”), Ron Zentner, Susan Winn, Stephanie Smedes, Certified Management, Inc. doing business as Associa Hawaii (“Associa”), Benjamin Willoughby, Bruce Stern and Deborah Stern (“Respondents Stern” or the “Sterns”), Jacqueline J. Frame, and Kona Now LLC doing business as Kona Now Hawaii Realty and Kona Now Hawaii Island Rentals (“Kona Now”). Complainant alleges that the HOA, Zentner, Winn, Smedes, Associa, Willoughby, the Sterns, Frame, and Kona Now (collectively, the “Respondents”) discriminated against him on the basis of his disability by refusing to sell, providing housing with discriminatory terms, conditions, privileges, or services and facilities, making discriminatory statements, performing discriminatory acts under Section 3617, failing to permit a

reasonable modification, and failing to make a reasonable accommodation (the “Original Complaint”). On September 16, 2022, Complainant amended the Original Complaint to clarify the full names of Respondents Winn and Zentner and to include their addresses, add Willoughby, Smedes, Frame, and Kona Now as Respondents, expand upon the factual allegations, and update the date of the last alleged discriminatory act from October 25, 2021 to November 13, 2021 (“First Amended Complaint”).

In the First Amended Complaint, Complainant alleged that Respondents Associa, HOA, Willoughby, Zentner, Winn, and Smedes (the “Management Respondents”) violated Subsections 3604(c), 3604(f)(1), 3604(f)(2), and 3604(f)(3)(B), and Section 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”). Additionally, Complainant alleged that Respondents Frame and Kona Now (the “Agent Respondents”) violated Subsections 3604(c), 3604(f)(1), 3604(f)(2), and 3604(f)(3)(A) of the Act. Finally, Complainant alleged that Respondents Stern (the “Seller Respondents”) violated Subsections 3604(f)(1), 3604(f)(2) and 3604(f)(3)(A) of 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 December 13, 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 December 13, 2023, Respondents are hereby charged with violating the Act as follows:

A. Legal Authority

1. 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 disability 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).
2. 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 that person’s disability. 42 U.S.C. § 3604(f)(1)(A); 24 C.F.R. § 100.202(a)(1).

3. It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of that person's disability. 42 U.S.C. § 3604(f)(2)(A); 24 C.F.R. § 100.202(b)(1).
4. Discrimination under 42 U.S.C. § 3604(f)(1) and (2) includes the refusal to permit, at the expense of a person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises of a dwelling. 42 U.S.C. § 3604(f)(3)(A); 24 C.F.R. § 100.203(a).
5. Discrimination under 42 U.S.C. § 3604(f)(1) and (2) further includes the refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling, including public and common use areas. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a).
6. It is 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; 24 C.F.R. § 100.400(b). Conduct prohibited by these provisions includes threatening, intimidating, or interfering with a person's enjoyment of a dwelling because of that person's disability. 24 C.F.R. § 100.400(c)(2).
7. 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. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(5).
8. 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).
9. 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).
10. 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).
11. 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.
12. 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

13. The property that is the subject of the discriminatory housing practices is a condominium complex known as Kailua Village Condominiums and located at **ADDRESS REDACTED**, Kailua-Kona, HI 96740 (the “Subject Property”). Complainant’s residence was **ADDRESS REDACTED** within the complex. The Subject Property is a dwelling as defined by the Act because at all times relevant to this Charge, Complainant resided at the Subject Property under an Early Occupancy Agreement with the intent to make the Subject Property his permanent home. 42 U.S.C. § 3602(b).
14. The Subject Property has an outdoor parking lot containing 68 parking spaces. There are no designated accessible parking spaces for people with disabilities. Owners have one parking space per unit, which is acquired by deed. Parking space **ADDRESS REDACTED** is deeded to **ADDRESS REDACTED**. There are five parking spaces owned by Respondent HOA (spaces 35, 36, 37, 38 and 54). A diagram and photographs of the parking lot show that parking space 35 was designated as a visitors parking space and would provide sufficient space for a person who requires the use of a wheelchair to exit their vehicle on the left side.
15. At all times relevant to the Charge, Respondent HOA governed the Subject Property’s common areas and parking spaces, among other things. At all times relevant to the Charge, Respondent Associa managed the Subject Property. At all times relevant to the Charge, Respondents HOA and Associa did not have an official reasonable accommodation policy.
16. At all times relevant to the Charge, Respondent Zentner was the property manager and an employee of Respondent HOA, Respondent Winn was President and an agent of Respondent HOA, and Respondent Smedes was a Board member and an agent of Respondent HOA. At all times relevant to the Charge, Respondent Willoughby was an employee of Respondent Associa.
17. At all times relevant to the Charge, Respondents Stern were the owners and sellers of **ADDRESS REDACTED** of the Subject Property.
18. At all times relevant to the Charge, Respondent Frame was Respondents Stern’s real estate agent in the sale transaction of **ADDRESS REDACTED** to Complainant. At all times relevant to the Charge, Respondent Frame held a broker’s license with and was an employee of Respondent Kona Now.
19. Complainant alleged that November 13, 2021, was the date of the last alleged discriminatory act, and the Original Complaint was timely filed on June 2, 2022.
20. Complainant is an individual with a disability, as defined by the Act. 42 U.S.C. § 3602(h). Complainant’s physical disability is readily apparent. Complainant has paraplegia. His disability makes him unable to walk, and therefore, he relies on a wheelchair. Complainant’s body’s ability to release waste is impaired and he requires an oval-shaped toilet. Oval-shaped toilets tend to be a few inches longer than round toilets

and are a common standard in many bathrooms.

21. Complainant is an aggrieved person as defined by the Act. 42 U.S.C. § 3602(i)(1).

C. Factual Allegations

22. Before moving to the Subject Property, Complainant resided in Oregon, and was pursuing a vocational construction management degree through online courses. Complainant was also an active bicyclist and swimmer. However, Complainant's paraplegia caused him to feel debilitating nerve pain, which he felt was heightened by the cold and rain of Oregon. In August of 2021, Complainant visited Hawaii and instantly felt that the warmer water and milder climate of Hawaii helped alleviate his pain.
23. Because of this visit, Complainant decided to sell his home in Oregon, which had many accessibility features, and buy a home in Hawaii, where he was not in as much physical pain. Since his vocational program also supported his relocation, Complainant began looking for a condo or a house that was affordable, accessible, and close to the ocean to facilitate his physical training for an Ironman triathlon. With the help of his real estate agent, Kimberly Adams, Complainant visited several properties in Honolulu during that August 2021 visit. Failing to find a suitable home, Complainant returned to Oregon but continued looking for housing in Hawaii, viewing different properties virtually through video calls with Adams as she visited in person. Complainant found that all the properties were not accessible to him and eventually decided on the Subject Property, which he felt to be the most accessible, as well as being affordable and close to the ocean. In a video he later posted to Facebook, Complainant shared a tour of the unit, stating that it was "perfect" for him and "amazing."
24. On October 16, 2021, Complainant entered into an agreement to buy **ADDRESS REDACTED** of the Subject Property from Respondents Stern.
25. On October 19, 2021, he started residing at the Subject Property pursuant to an Early Occupancy Agreement with Respondents Stern. The Early Occupancy Agreement permitted Complainant to live in **ADDRESS REDACTED** for \$75 per day starting on October 19, 2021, until the scheduled close of escrow on November 30, 2021.
26. **ADDRESS REDACTED** is located on the second floor of the Subject Property. The second floor is accessed by an elevator that opens to a landing (the "lower landing"). The lower landing has three steps going up to another landing (the "upper landing"). There are four residential units, including Complainant's unit, on the upper landing that require the use of the three steps for access. There is no way for a person in a wheelchair to access the upper landing without a ramp or other change to the staircase.
27. Upon moving into the Subject Property on October 19, 2021, Complainant went to Lowes to purchase the materials to create a temporary ramp for the three steps to access his unit. Because there were no wheelchair ramps available at Lowes, Complainant made a temporary ramp out of two aluminum motorcycle ramps, which Complainant's friend

later modified by attaching plywood, making them more accessible for a wheelchair. Altogether, the modified ramps were approximately six feet long and weighed approximately 15 pounds. Photographs show that side by side, the modified ramps took up about half of the staircase width.

28. Respondent Zentner, the property manager, intercepted Complainant upon his first attempt to access his unit with his temporary ramp and made several inflammatory comments including that “[w]e do not follow all of the ADA bullshit rules,” referring to the Americans with Disabilities Act of 1990. Respondent Zentner further stated that the building was “grandfathered in” so they were not obligated to make any changes mandated by the ADA. He also told Complainant that people in wheelchairs had previously considered moving into the Subject Property and that “you don’t see them here now.”
29. During the same exchange, Complainant requested an accessible parking space, as parking space **ADDRESS REDACTED**, the space deeded to his unit, was too narrow for Complainant to exit from the side of his vehicle with his wheelchair.
30. Following their exchange, Respondent Zentner confirmed the details of his exchange with Complainant in an email to Respondents Winn, Smedes, and Willoughby, as well as to HOA Board member Jim Smallwood and Associa associate Armanda Figueroa, notifying them that Complainant uses a wheelchair, that Complainant is using a temporary ramp, and that he needs an accessible parking space. In his email Respondent Zentner confirmed what he told Complainant earlier that day, stating, “I mentioned that other people in past had problems in building using wheel chairs and chose not to buy into building. Probably not the best thing to say to him but I was just being honest”
31. In response, Management Respondents discussed via email how to discourage Complainant from closing escrow and purchasing **ADDRESS REDACTED**. On October 20, 2021, Respondent Willoughby mentioned a template form he had used at another association explaining requirements for an owner to request upgrades to common areas. Respondent Winn asked whether they could “try to jump the gun” and serve the document that Respondent Willoughby mentioned to Complainant and his real estate agent, Adams, to “try to discourage the sale[.]” Specifically, Respondent Winn expressed concern about the temporary ramp, stating that if Complainant “can’t manage the ramps alone he cannot expect or rely on Ron [Respondent Zentner] or anyone else to assist him. We are in no way going to accept the liability that goes with it.”
32. The investigation revealed that at all relevant times, Management Respondents had an available parking space with side access that would potentially meet Complainant’s accessibility needs. However, despite internally deliberating over whether to offer the space to Complainant, at no point did Management Respondents communicate to Complainant or Adams that there was an available parking space. On October 20, 2021, Respondent Winn sent an email to Respondents Willoughby, Smedes, and Zentner, as well as Smallwood and Figueroa, stating that Complainant requested an accessible parking space and noting that the HOA owned and controlled at least one accessible

parking space. In the same email exchange, Respondent Winn suggested allowing Complainant to switch his spot for this accessible spot, but this idea was never communicated to Complainant.

33. Later that day on October 20, 2021, Respondent Winn again emailed Respondents Willoughby, Smedes, and Zentner, as well as Smallwood and Figueroa, stating that Respondent Frame had requested that Complainant submit a written list of accommodation requests to Respondent Bruce Stern and he would decide how to address them.
34. Because Complainant did not hear from Management Respondents regarding his request for an accessible parking space, Complainant continued to park in his designated parking spot. However, he was forced to spend the night in his vehicle on a couple nights when he could not get out of his vehicle due to the parking space's inaccessibility. He also received a written anonymous complaint warning him not to park right up to the white dividing line, which he was forced to do to open his vehicle door, and even then, with difficulty. Finally, Complainant asked residents at the Subject Property with deeded spaces that would be accessible to him to trade spaces with him, eventually negotiating an agreement with another unit owner for extended use of their parking spot as a temporary solution. Respondents did not facilitate this agreement.
35. On or about October 22, 2021, in response to Respondent Frame's request of October 20, 2021, Complainant emailed Adams a written accommodation request explaining his need for an accessible parking space and access to his unit. Adams forwarded Complainant's written accommodation request to Respondent Frame, on behalf of Respondents Stern, on October 22, 2021, and Frame acknowledged receipt on October 24, 2021.
36. Despite the fact that Respondents HOA and Associa did not have an official reasonable accommodation policy at the time, on October 22, 2021, Respondent Willoughby presented requirements that Complainant would need to satisfy to be approved for a permanent ramp. In his email to Respondents Winn and Smedes, as well as Smallwood and Figueroa, Respondent Willoughby wrote, "I would stray away from making promises and accommodating the owner and tenant, everything should be formally submitted and until then no action on the property should be taken." Nowhere in the email did Respondent Willoughby address Complainant's immediate need to access his property via a temporary ramp.
37. Despite evidence indicating the HOA had an accessible parking space available, Respondent Willoughby also suggested in the same email that Respondent HOA was not obligated to provide accessible parking and it was an owner's obligation to trade spots with their neighbors.
38. On October 23, 2021, Complainant asked Respondent Deborah Stern if he could replace the toilet in **ADDRESS REDACTED** with an oval-shaped toilet, as his disability prevented him from being able to use the current round one. Without an oval-shaped toilet, Complainant

struggled each night to empty his bowels.

39. On October 24, 2021, Respondent Frame stated to Respondents Stern that Complainant could not make changes to his unit. In her emails to Respondents Stern, Respondent Frame stated, “[h]e is approaching this as an owner, he is probably not aware of his responsibility to pay for these accommodations as a non-owner. The early occupancy contract says nothing is to be changed, moved, altered, etc.” In an interview with HUD, Respondent Frame also confirmed that she talked to Respondents Stern about Complainant’s request that the toilet be modified to an oval-shaped toilet.
40. Later that day, Respondent Bruce Stern forwarded Complainant’s written accommodation request to Respondents Winn, Frame, and Deborah Stern, calling specific attention to Complainant’s request for a “[r]amp on 2nd floor” and a “[p]arking space with wheelchair access.”
41. To further discourage Complainant from purchasing **ADDRESS REDACTED**, Respondent Smedes proposed dissuading Complainant with the high cost of unrelated upcoming plumbing repairs in the building. On October 24, 2021, Respondent Smedes emailed Respondents Winn and Willoughby, as well as Smallwood and Figueroa, “Does anyone know if the Sterns are aware of the fact that we are facing a very expensive project, and, if they have conveyed that to the potential new owner Perhaps if he knows that that is coming up also, he may be more reluctant to purchase here.”
42. Later that day, Respondent Frame effectively denied Complainant’s request to replace the toilet. Respondent Frame emailed Adams a copy of the earlier signed Early Occupancy Agreement, emphasizing portions stating that Complainant “shall not make any alterations to the Property before Escrow is closed” and explaining what Respondent Willoughby understood to be the process for Complainant to apply for and receive reasonable modifications based on his email of October 22, 2021.
43. The next day, on October 25, 2021, Respondent Winn and Smallwood went to Complainant’s unit, unannounced, to question Complainant about the feasibility and prudence of his request for a temporary ramp. Respondent Winn brought a 10-page template contract for installing permanent modifications provided by Respondent Willoughby, and a copy of the Subject Property’s bylaws and house rules, intending to give them to Complainant. Neither document addressed Complainant’s requests for temporary accommodations for an accessible parking space and access to his unit, but rather pertained to permanent changes to the Subject Property or stated the rules that Complainant was requesting exceptions from as an accommodation.
44. During Respondent Winn and Smallwood’s conversation with Complainant, Smallwood asked him why he would purchase a condo with stair access when he is in a wheelchair. Respondent Winn told Complainant that his temporary ramp was a safety hazard, that a permanent ramp would not be feasible under ADA standards and the County of Hawaii’s Uniform Fire Code, and that it was not acceptable for Complainant to leave his temporary ramp on the stairs. They discussed Complainant’s limitations as a renter and not an

owner, the requirements for a licensed contractor to install a permanent ramp, and the need for Complainant to pick up his temporary ramp after each use so that able-bodied people would be safe. Neither Respondent Winn nor Smallwood suggested alternatives that would satisfy their concerns and provide Complainant access to his unit.

45. Moving the ramp after each use proved difficult and dangerous for Complainant because the two pieces of the ramp, made of metal and plywood, were each about six feet long and unwieldy. To move them, Complainant had to maneuver his wheelchair to the edge of the top stair, lock the wheelchair, use his left hand to grab onto his left wheel for support, lean down, and use his right hand to try to pull the pieces up. Occasionally, a piece would slip out of his hand and fall down the stairs, leaving him with no way to retrieve the piece or get down the stairs until someone came to help. As a result, rather than risk losing a piece down the stairs or getting thrown from his wheelchair, Complainant often chose not to move the ramp after use.
46. On October 27, 2021, Respondent Winn emailed Respondent Bruce Stern, noting that Complainant was not picking up his ramp.
47. On October 28, 2021, Complainant notified Respondent Deborah Stern that he was moving out of **ADDRESS REDACTED** due to Respondents' discrimination. In his text, Complainant stated, "Due to the lack of communication and the unwillingness to allow me to make the necessary changes to live a normal life. I am moving out of the condo I feel that I have been discriminated against because of my disability. This has been one if not the worst experience that I have yet in my life." In another text, Complainant added, "I thought I would be able to make changes for essential need such as a toilet that would work for me. I signed everything under the belief that Federal Laws would be followed. I do not believe that has happened here"
48. On November 4, 2021, Respondent Winn emailed Respondent Frame asking for an update on the sale. Respondent Frame responded, "I was notified today that the buyer withdrew his purchase offer. The transaction with **NAME REDACTED** has been canceled. Thank you for all your help in this stressful matter."
49. In response to the news that Complainant withdrew his purchase offer, Respondent Winn voiced her excitement by stating, "Yay!! Jacki, that is the best news. We would have gladly made the accommodations needed, if things would have come together under proper code. We really appreciate your help. I'm sure the Stearns [sic] will find a great buyer soon."
50. On November 13, 2021, 16 days after Complainant expressed his intent to move out of the Subject Property, Respondent Frame emailed Adams, reiterating her belief that Complainant was not entitled to a reasonable accommodation until he owned the property, and that "[Complainant] fails to understand the Early Occupancy Contract Some people do not understand condo living"

51. Complainant suffered significant distress and anxiety from his experience with Respondents. Not only did he lose his opportunity to purchase **ADDRESS REDACTED**, but he lost his motivation and desire to buy a home in Hawaii. After moving out of the Subject Property, Complainant's housing situation was unstable. He temporarily stayed with his friends and their two children, as well as in a one-bedroom unit at the bottom of someone's home. He also spent time living in his vehicle. Without regular access to the internet or his computer, combined with the stress of constantly moving, Complainant was unable to complete his school semester, causing him to lose his financial aid and putting his eligibility for his vocational program in jeopardy. Additionally, while living in his vehicle, Complainant developed a blood clot, which resulted in the amputation of his leg. Even with paraplegia, Complainant had been an active bicyclist and swimmer, but due to the amputation, Complainant will need a prosthetic leg. Disheartened by his experiences in Hawaii, in 2022, Complainant moved out of the state and now resides in Oregon.
52. As a result of Respondents' discriminatory conduct, Complainant suffered actual damages, including economic losses incurred from having to move out of the Subject Property without having another place to live, as well as emotional and physical distress from humiliation, loss of his home, and the inability to continue his education.

D. Fair Housing Act Violations

53. As described above, Management Respondents and Agent Respondents violated Subsection 3604(c) of the Act when they made statements to Complainant with respect to the sale of a dwelling that indicated a preference, limitation, or discrimination because of his disability. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4), 100.75(a) and (c)(2).
54. As described above, Agent Respondents and Seller Respondents violated Subsections 3604(f)(1) and 3604(f)(3)(A) of the Act when they refused to grant Complainant's request for a reasonable modification, making housing unavailable to Complainant because of his disability. 42 U.S.C. §§ 3604(f)(1)(A), 3604(f)(3)(A); 24 C.F.R. §§ 100.202(a)(1), 100.203(a).
55. As described above, Management Respondents violated Subsections 3604(f)(1) and 3604(f)(3)(B) of the Act when Management Respondents refused to grant Complainant's requests for reasonable accommodations, making housing unavailable to Complainant because of his disability. 42 U.S.C. §§ 3604(f)(1)(A), 3604(f)(3)(B); 24 C.F.R. §§ 100.202(a)(1), 100.204(a).
56. As described above, Agent Respondents and Seller Respondents violated Subsections 3604(f)(2) and 3604(f)(3)(A) of the Act when they refused to grant Complainant's requests for a reasonable modification, discriminating against Complainant in the terms, conditions, and privileges of the sale of the Subject Property, and in the provision of services and facilities in connection with the Subject Property, because of his disability. 42 U.S.C. §§ 3604(f)(2)(A), 3604(f)(3)(A); 24 C.F.R. §§ 100.202(a)(1), 100.203(a).

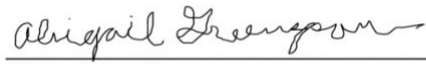
57. As described above, Management Respondents violated Subsections 3604(f)(2) and 3604(f)(3)(B) of the Act when Management Respondents refused to grant Complainant's requests for reasonable accommodations, discriminating against Complainant in the terms, conditions, or privileges of the sale of the Subject Property, and in the provision of services and facilities in connection with the Subject Property, because of his disability. 42 U.S.C. §§ 3604(f)(2)(A), 3604(f)(3)(B); 24 C.F.R. §§ 100.202(a)(1), 100.204(a).
58. As described above, Management Respondents violated Section 3617 of the Act when Management 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).
59. As described above, Management Respondents violated Section 3617 of the Act when Management Respondents retaliated against Complainant for exercising his rights under the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(5).

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(c), 3604(f)(1), 3604(f)(2), 3604(f)(3)(A), 3604(f)(3)(B), 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(c), 3604(f)(1), 3604(f)(2), 3604(f)(3)(A), and 3604(f)(3)(B), 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 disability 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 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 December 15, 2023.



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