

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARING AND APPEALS

The Secretary, United States Department of Housing and Urban Development,)	
)	
Charging Party,)	
)	
on behalf of NAME REDACTED,)	
)	
Complainant,)	ALJ No. _____
)	FHEO No. 08-21-2505-8
v.)	
)	
Dana Christian and Yellowstone Apartments, LLC,)	
)	
Respondents.)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

On December 9, 2020, NAME REDACTED (“Complainant”) filed a complaint with the U.S. Department of Housing and Urban Development (“HUD” or the “Department”) alleging that Dana Christian (“Respondent”) and Yellowstone Apartments, LLC (“Respondent Yellowstone”) (collectively, “Respondents”) violated the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.* (the “Act”) by discriminating against Complainant because of sex (female) and national origin (Russian). Specifically, Complainant alleges that Respondents subjected her to discriminatory terms and conditions and by making housing unavailable because of sex and national origin. 42 U.S.C. § 3604(a) and (b). Complainant also alleges Respondents violated the Act by engaging in coercion, intimidation, threats or interference with her exercise or enjoyment of rights protected by the Act. 42 U.S.C. § 3617.

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. 42 U.S.C. §§ 3610(g)(1) and (2). The Secretary has delegated that authority to the General Counsel, who has re-delegated the authority to Regional Counsel. 24 C.F.R. §§ 103.400 and 103.405; 76 Fed. Reg. 42462, 42463, 42465 (July 18, 2011).

The Director of the Office of Fair Housing and Equal Opportunity (“FHEO”) for Region VIII, on behalf of the Assistant Secretary for FHEO, has determined, after investigation, that reasonable cause exists to believe Respondents engaged in discriminatory conduct under the Act

and has authorized and directed the issuance of this Charge. *See* 42 U.S.C. § 3610(g)(1)-(2); 24 C.F.R. §§ 103.400 and 103.405.

II. SUMMARY OF FINDINGS IN SUPPORT OF THIS CHARGE

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

A. LEGAL AUTHORITY

1. It shall be 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. §§ 3603-3606. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b).
2. It is unlawful to retaliate against any person because that person reported a discriminatory housing practice to a housing provider or other authority. 24 C.F.R. § 100.400(c)(6).

B. PARTIES AND SUBJECT PROPERTY

3. Complainant is an aggrieved person, as defined by the Act. 42 U.S.C. § 3602(i)(1); 24 C.F.R. § 100.20.
4. Complainant identifies as female and Russian.
5. Yellowstone Apartments is located at **ADDRESS REDACTED** in Livingston, Montana (the "Subject Property"). The Subject Property is comprised of two, bi-level apartment buildings with a total of ten residential units.
6. Respondent manages the Subject Property and is listed as the registered agent and owner-contact of Respondent Yellowstone.
7. Respondent Yellowstone is the registered owner of the Subject Property.
8. Complainant's adult daughter, **NAME REDACTED** ("**NAME REDACTED**"), lives in Russia but was living with Complainant at the Subject Property during the summer of 2020.

C. FACTUAL ALLEGATIONS

9. Complainant began residing at the Subject Property on a month-to-month lease in August 2016.
10. Complainant resided in unit **ADDRESS REDACTED** initially but then moved to unit **ADDRESS REDACTED** until she vacated the Subject Property on July 31, 2020.

11. On June 15, 2020, Respondent approached **NAME REDACTED** at the Subject Property. Respondent invited **NAME REDACTED** on a ride, sat very close to her, called her “cute,” and asked when Complainant would and would not be home. This conversation is hereinafter referred to as the “June 15, 2020, incident.”
12. **NAME REDACTED** immediately told Complainant about the conversation with Respondent and expressed that it made her (**NAME REDACTED**) feel very uncomfortable.
13. A few hours after the June 15, 2020, incident, Complainant informed Respondent via text message that Respondent’s conversation with **NAME REDACTED** was inappropriate, made **NAME REDACTED** feel uncomfortable, and told Respondent not to speak with **NAME REDACTED** in that manner anymore or Complainant would have to seek legal advice.
14. Later on June 15, 2020, Respondent responded to Complainant via text accusing Complainant of planting flowers at the Subject Property and moving Respondent’s motorcycle in the driveway at the Subject Property, both without Respondent’s permission. Respondent also threatened to call the police on Complainant and asked if Complainant was high on drugs.
15. Prior to the June 15, 2020, incident, on May 24, 2020, Complainant planted flowers in a grass section of yard at the Subject Property. Respondent never complained about the flowers or raised the issue to Complainant until after the June 15, 2020, incident.
16. Sometime in early June, prior to the June 15, 2020, incident, Complainant asked another tenant at the property to move Respondent’s motorcycle a short distance in the Subject Property’s driveway in order for Complainant to be able to get her own vehicle out of the driveway. Respondent never complained about the motorcycle being moved or raised the issue to Complainant until after the June 15, 2020, incident.
17. On the morning of June 16, 2020, Respondent texted Complainant demanding a formal written apology from Complainant for digging up the Subject Property’s yard and moving Respondent’s motorcycle. Respondent demanded the apology be delivered to Respondent by noon on June 16, 2020, and if Complainant failed to do so, Respondent would issue a “legal formal notice” indicating that Complainant breached her rental agreement.
18. Later on June 16, 2020, Respondent posted on Complainant’s door at the Subject Property a Notice of Intent to Evict if Failure to Remedy Conditions Continues After 14 Days (the “June 16 Notice”). The June 16 Notice states that Respondent was issuing the notice for “digging up the grass lawn, as you did on about 6/12/2020 at **ADDRESS REDACTED** without landlord consent” and “causing landlord’s vehicle/motorcycle to be moved out of its parking space while locked without landlord consent.”
19. On June 27 and June 29, 2020, Respondent sent texts to Complainant revoking Complainant’s parking privileges at the Subject Property.

20. Also on June 27, 2020, Respondent informed Complainant via text that he lied to a prospective housing provider by giving Complainant a good reference and informed Complainant that it would be a good idea to move before Respondent takes more legal action against Complainant.
21. Complainant responded to Respondent's threat of further legal action on June 27, 2020, by texting Respondent that he should stop harassing Complainant. Respondent responded to Complainant by accusing Complainant of harassing behavior and telling her to "take [her] drama queen show elsewhere."
22. On July 1, 2020, Complainant informed Respondent via text that she believed Respondent's actions towards her were taken in retaliation for Complainant complaining about the June 15, 2020, incident. Respondent replied by revoking Complainant's ability to plant anything else at the Subject Property, reiterating her loss of parking privileges, and threatening to throw Complainant's flowers away.
23. Throughout late June and July 2020, Complainant and **NAME REDACTED** stated that Respondent would frequently knock loudly on Complainant's door early in the morning. In a text message on July 1, Respondent informed Complainant: "If you want to talk to me you come talk to me face-to-face. Quit texting me. If there's a problem with the apartment building and I call you on the telephone and you don't answer me, I'm presuming you are not a cooperative tenant and I will evict you for that." In response, Complainant informed Respondent of her right to not answer the door for Respondent, and that if Respondent needed something from Complainant he could text or send an email to Complainant.
24. On July 13, 2020, Respondent issued three additional eviction notices to Complainant. The first notice was a "3 Day Notice to Pay Rent or Quit Tenancy" ("3-Day Notice"). The second notice was a "Notice of an Intent to Evict for Continuing to Disturb the Quiet Enjoyment of Other Tenants" ("Continuing to Disturb Notice"). The third notice was a general "Notice of Intent to Evict Within 30 Days" ("30-Day Notice").
25. The basis of the 3-Day Notice was Respondent seeking repayment of one year's worth of late rent fees. Complainant's lease agreement required rent to be paid by the third of each month, with a late fee of \$25 for payments made after the third. For the year prior to July 2020, Complainant was in the practice of depositing a rent check in a deposit box at the Subject Property by the third of each month, but post-dating the check to the fifth day of the month. Respondent never raised any issue with this practice until the 3-Day Notice was issued to Complainant on July 13, 2020.
26. The basis of the Continuing to Disturb Notice was Respondent's allegation that Complainant was disturbing the peaceful enjoyment of the premises by other tenants by continuing to cause excessive noise and partying after the Subject Property's 10:00 p.m. quiet hours cutoff. The notice alleged that Complainant had been told by a fellow tenant twice in the past two months (July 9, 2020, and sometime in June 2020) to cease and desist holding late night parties at the Subject Property.

27. Complainant's lease forbids tenants from having loud parties and any loud noise after 10 p.m.
28. Multiple tenants of the Subject Property attested that Respondent encouraged tenants to get together in the backyard of the Subject Property and that Respondent often organized parties himself.
29. A text exchange provided by Complainant reveals that, on June 4, 2020, Respondent inquired whether Complainant could provide food items for one of these parties. Complainant expressed uncertainty regarding her attendance due to needing to work late, and Respondent responded, "Party will be going late."
30. Complainant asserted that on one occasion, she attended a bonfire that Respondent hosted in the backyard, but that Complainant went inside before quiet hours began at 10:00 p.m.
31. On a separate occasion, Complainant admitted she talked with the Ukrainian tenant near the bonfire, but that they terminated the conversation around 10:00 p.m. after another tenant, who lived adjacent to the shared yard, said she had to work early the following morning.
32. The 30-Day Notice did not provide a basis for its issuance.
33. On July 13, 2020, Respondent initiated an eviction action in Justice Court in Park County, Montana based on the three July 13 notices.
34. On July 31, 2020, Complainant ended her tenancy at the Subject Property to avoid eviction.
35. The Justice Court initially granted default judgment against Complainant for her failure to answer, but on August 5, 2020, the Court granted Complainant's motion to set aside the default judgment.
36. On February 8, 2021, Respondent appealed the Justice Court's decision to grant Complainant's motion to the District Court. Respondent's appeal was later dismissed by the District Court, remanded, and ultimately dismissed by the Justice Court after Respondent agreed to voluntarily dismiss his eviction action.
37. Complainant's rent at the Subject Property was \$475 per month. Complainant's rent at the property she rented after leaving the Subject Property is \$905 per month. Complainant also paid a \$875 security deposit at her new property and additional money for moving costs.
38. Complainant states that her new property is located in a busy area and that she does not have a washer or dryer.

39. Complainant asserts that the financial stress associated with her increased cost of living at the new property has affected her physical wellbeing.
40. As a result of Respondents' actions, Complainant suffered actual damages including, but not limited to, emotional and physical distress, moving costs, increased cost of living at the new property, and costs associated with lost housing opportunity and inconvenience.

D. LEGAL ALLEGATIONS

41. As described in the paragraphs above, Respondents violated Section 818 of the Act by retaliating against Complainant for reporting a discriminatory housing practice to a housing provider or other authority. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(c)(6).
42. As described in the paragraphs above, Respondents also violated Section 818 of the Act by unlawfully coercing, intimidating, threatening, or interfering with Complainant's enjoyment of her Fair Housing right to complain about unwanted sexual advances made toward her daughter. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b).

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. § 3617, and requests 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. §§ 3601-3619;
2. Enjoins Respondents, their agents, officers, employees, and successors, and all other persons in active concert or participation with any of them, from retaliating against any person because they reported a discriminatory housing practice to a housing provider or other authority;
3. Mandates that Respondents, their agents, officers, employees, and successors, and all other persons in active concert or participation with them, take all affirmative steps necessary to remedy the effects of the illegal, retaliatory conduct described herein and to prevent similar occurrences in the future;
4. Awards such monetary damages pursuant to 42 U.S.C. § 3612(g)(3) as will fully compensate Complainant for damages caused by Respondents' retaliatory conduct;
5. Awards a civil penalty against Respondents for each violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
6. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

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