

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF ADMINISTRATIVE LAW JUDGES

The Secretary, United States)
Department of Housing and Urban)
Development, on behalf of)
██)
) HUD ALJ No.
Charging Party,) FHEO Nos.: 05-11-1269-8 and 05-12-0556-8
)
v.)
)
Greenbrier Village Condo Three)
Association, Inc., Gassen Company, Inc.,)
Kristine Knowles and Diane Brown,)
)
Respondents.)

CHARGE OF DISCRIMINATION

I. JURISDICTION

On or about July 27, 2011, Complainant ██████████ (“Complainant ██████████”) timely filed her complaint with the United States Department of Housing and Urban Development (“HUD” or “the Department”) alleging that she was injured by the discriminatory actions of Respondent Greenbrier Village Condominium Three Association, Inc. (“Respondent Greenbrier III Association”), based on familial status, in violation of Section 3604(a) of the Fair Housing Act, as amended, 42 U.S.C. § 3601, *et seq.* (“the Act”). Complainant ██████████ complaint was later amended on January 11, 2012, to include an additional allegation of a violation of Section 3604(c) of the Act; to include her spouse ██████████, and their two minor children as “other aggrieved persons;” and to name ██████████ as a respondent. Complainant ██████████ amended her complaint a second time on or about February 28, 2012¹ to name as respondents: Greenbrier Village Homeowners’ Association, Inc. (“Respondent Master Association”); Gassen Company, Inc. (“Respondent Gassen”); Diane Brown (“Respondent Brown”); and Kristine Knowles (“Respondent Knowles”).² Complainant ██████████ second amended complaint also removed ██████████ as a respondent to her complaint.

¹ The Department acknowledged receipt of the amended complaint on March 2, 2012; it was executed on March 7, 2012.

² Respondents Greenbrier Village Condominium Three Association, Inc., Gassen Company, Diane Brown and Kristine Knowles are collectively referred to as “Respondents.”

On or about March 8, 2012³, Complainant [REDACTED] ("Complainant [REDACTED]") timely filed his complaint with HUD alleging that he was injured by the discriminatory actions of Respondents and Respondent Master Association in violation of Section 3617 of the Act. Complainant [REDACTED] alleges Respondents and Respondent Master Association interfered with his ability to lease an available unit to Complainant [REDACTED] because of her familial status.

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 (76 Fed.Reg. 42462), who has redelegated to the Regional Counsel (76 FR 42465), 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 Office of Fair Housing and Equal Opportunity Region V Director, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that reasonable cause exists to believe that discriminatory housing practices have occurred in this case based on familial status, and has authorized and directed the issuance of this Charge of Discrimination.

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned HUD Complaints, and as set forth in the aforementioned Determination of Reasonable Cause,⁴ Respondents Greenbrier Village Condominium III Association, Inc., Greenbrier Village Homeowners' Association, Inc., Gassen Company, Inc., Kristine Knowles, and Diane Brown are charged with discriminating against Complainant [REDACTED], Complainant [REDACTED], and Complainant [REDACTED] two minor children, all aggrieved persons as defined by 42 U.S.C. § 3602(i), based on familial status, in violation of §§ 3604 (a) and (c) and 3617 of the Act as follows:

A. Legal Authority

1. It is unlawful to refuse to negotiate for the sale or rental of a dwelling, or to make unavailable or deny a dwelling, to any person because of familial status. 42 U.S.C. § 3604(a); 24 C.F.R. § 100.60.
2. It is unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling unit that indicates any preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.75.

³ The Department logged Complainant [REDACTED] complaint on March 8, 2012; it was executed and notification letters sent on March 9, 2012.

⁴ The Determination also found no reasonable cause to believe that Respondent Master Association violated §§ 3604(a), 3604(c) and/or 3617 of the Act.

3. 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 Sections 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. § 3617; 24 C.F.R. § 100.400.
4. The Act, as amended by The Housing for Older Persons Act of 1995 (“HOPA”), exempts “housing for older persons” from the Act’s prohibitions against discrimination because of familial status. 42 U.S.C. § 3607(b)(2); 24 C.F.R. §100.300 – 100.307.
5. As defined in the Act, “housing for older persons” means housing – “(A) provided under any State or Federal program that the Secretary determines is specifically designed and operated to assist elderly persons ...; or (B) intended for, and solely occupied by persons 62 years of age or older; or (C) intended and operated for occupancy by persons 55 years of age or older [].”⁵

B. Parties and Subject Property

6. At all times relevant to this Charge, Complainant [REDACTED] and her husband, [REDACTED] were the parents of one minor child under the age of 18, and Complainant [REDACTED] was pregnant with her second child.
7. At all times relevant to this Charge, Complainant [REDACTED] and her husband were seeking rental housing for their family.
8. Complainant [REDACTED] her husband and minor children are all aggrieved persons as defined by the Act. 42 U.S.C. § 3602(i).
9. At all times relevant to this Charge, Complainant [REDACTED] was the owner of the property located at [REDACTED] Cedar Lake Road, Unit [REDACTED] (“subject unit”), Minnetonka, Minnesota (“subject property” or “Greenbrier III building”).
10. Complainant [REDACTED] and his wife purchased the subject unit, a two-bedroom condominium unit, located at the Greenbrier III building, as an investment rental property in or around June 2012.
11. At all times relevant to this Charge, Respondent Greenbrier III Association was a Minnesota non-profit corporation consisting of the owners of condominiums in the Greenbrier III building. Respondent Greenbrier III Association is one of seven condominium associations that comprise the Greenbrier Village condominium community. On information and belief, the six buildings located at the Greenbrier

⁵ Section 807(b)(2)(C) and 24 C.F.R. §§ 100.304 – 100.307 provide additional requirements that must be met in order for a housing facility or community to qualify as housing for older persons for occupancy by persons 55 years of age or older.

Village condominium community are responsible for adopting their own rules and policies as deemed appropriate for each building.

12. The Greenbrier III building, in which the subject unit is located, is comprised of 74 single-family residential dwelling units that are privately owned by members of Respondent Greenbrier III Association.
13. At all times relevant to this Charge, Respondent Gassen was the management company for all of the condominium associations at the Greenbrier Village condominium community, including Respondent Greenbrier III Association, where the subject unit was located. At all times relevant to this Charge, Respondent Gassen was a Minnesota-based Accredited Association Management Company that specialized in community association management and maintenance for condominiums, townhomes, common interest communities and cooperatives throughout the state.
14. At all times relevant to this Charge, Respondent Knowles was an employee of Respondent Gassen, who served as the off-site property manager for the subject property since around 2008. Her duties included, but were not limited to, managing the budget and on-site staff and enforcing Respondent Greenbrier III Association's rules and policies. On information and belief, Respondent Knowles reported directly to the owner of Respondent Gassen.
15. At all times relevant to this Charge, Respondent Brown was an employee of Respondent Gassen, who served as the on-site property manager for all of the buildings located within the Greenbrier Village condominium community, including the subject property, for approximately 10 years. On information and belief, Respondent Brown, who has almost 35 years of experience in the property management industry, reported directly to Respondent Knowles. Respondent Brown's duties included, but were not limited to, addressing tenant issues, accepting and processing applications for rental, and enforcing policy.

C. Factual Allegations

16. At all times relevant to this Charge, Respondent Greenbrier III Association published and maintained rules and regulations restricting and/or imposing a limitation on occupancy at the subject property by children under the age of 18, which read as follows:

“No Apartment may be sold, leased or rented to any person who has a child under the age of eighteen (18) years and intends that that [*sic*] or any other child will reside with such person more than fourteen (14) days during any calendar year. No child under the age of eighteen (18) years may own or be a permanent resident of any Apartment, or occupy an Apartment for more than fourteen (14) days during any calendar year; provided, however, that children under the age

of eighteen (18) years whose parent or parents are Apartment Owners as of the date of this Amendment may continue to reside in the Apartment as long as their parent or parents are Apartment Owners and such parent or parents occupy the Apartment. The Board of Directors may grant waivers of the foregoing requirements in the event of emergencies or extenuating circumstances and may establish further implementing regulations consistent herewith.”

17. Upon information and belief, of the six buildings located at Greenbrier Village condominium community, Respondent Greenbrier III Association is the only Association that had a restriction and/or limitation on occupancy by families with children under the age of 18.
18. At all relevant times to this Charge, a sign was displayed at the subject property which read, “This building is designated as senior housing. Occupancy by children under 18 is not allowed.” The bottom of the aforementioned sign also provided, in smaller font, the following language, “See the Federal Housing for Older Persons Act of 1995 at title 42 of United States Code, Section 3607(b)(2)(C), Title 24 of the Code of Federal Regulations, Section 100.305(h), and Minnesota Statute Section 363.02 Subd. 2(2)(B)(iii) (1998).”
19. On or about June 30, 2011, Complainant [REDACTED] and his wife purchased the subject unit. At no time, either prior or subsequent to their purchase, did the respondents ask and/or require Complainant [REDACTED] to fill out an affidavit and/or survey verifying whether he had a household member who was 55 years of age or older.
20. Conversely, as a condition to purchasing the subject unit at the subject property, Complainant [REDACTED] was informed that the Greenbrier III building prohibited children under the age of 18 and told that he could not rent to families with children under the age of 18.
21. Prior to closing on the subject property, Complainant [REDACTED] contacted Respondents Knowles and Brown concerning the occupancy restriction on children under 18 residing at the subject property to confirm the policy’s validity and to learn whether it was enforced.
22. During the HUD investigation, Respondent Knowles admitted having a conversation with Complainant [REDACTED] regarding the occupancy restriction on children under 18 at the subject property, prior to his purchase of the subject unit, during which she confirmed for him that children under the age of 18 were not permitted to live at the subject property.
23. During the HUD investigation, Respondent Brown also admitted having a conversation with Complainant [REDACTED] regarding the occupancy restriction on children under the age of 18 at the subject property, prior to his purchase of the subject unit, during which she, too, confirmed for him that children under the age of

- 18 were not permitted to live at the subject property. Respondent Brown also admitted that she advised Complainant [REDACTED] that there were five other buildings within the Greenbrier Village condominium community with units for sale, and told Complainant [REDACTED] that he should consider purchasing one of those units if he wanted to buy a unit and rent it out to a family with children under 18.
24. Complainant [REDACTED] and his wife purchased the subject property because it was more affordable than other units advertised for sale in other buildings within the Greenbrier Village condominium community.
25. On or about, July 1, 2011, Complainant [REDACTED] began advertising the subject unit for rent on the Internet website craigslist.com and also posted copies of that same advertisement at the Greenbrier Village condominium community. The subject unit was advertised for \$895 per month with a minimum 1 year lease term. In addition to a detailed physical description of the unit, the advertisement listed the following restrictions and requirements, "Restrictions: No Pets, No persons under 18 years old. Requirements: No Prior Evictions, No Prior Convictions."
26. Complainant [REDACTED] included the statement, "No persons under 18 years old," in the advertisement to maintain compliance with the restriction on children imposed at the subject property.
27. On or about July 3, 2011, Complainant [REDACTED] responded to the aforementioned craigslist advertisement for the subject property by electronic mail ("email") to Respondent [REDACTED], and inquired as to whether Complainant [REDACTED] would be showing the unit.
28. In Complainant [REDACTED] July 3, 2011 email to Complainant [REDACTED], Complainant [REDACTED] inquired as to whether Complainant [REDACTED] intended to include the statement that no children under 18 could live at the subject property and asked whether the subject property was a "55+ building." On July 3, 2011, Complainant [REDACTED] responded to Complainant [REDACTED] by email, stating,
- "Association rules is [sic] 18+. They don't want any little children. If you have a child under 18, he/she can visit you or stay for a couple of days, but not living there 24/7. Do you have a child under 18?"
29. On July 3, 2011, Complainant [REDACTED] asked Complainant [REDACTED] for a copy of the Association's rules. He provided her with a copy of Respondent Greenbrier III Association's Declaration, by email, on the same day. On July 4, 2011, by email, Complainant [REDACTED] also provided Complainant [REDACTED] a copy of a blank lease.
30. On July 5, 2011, Complainants [REDACTED] and [REDACTED] scheduled a viewing of the subject unit for the following evening. However, in Complainant [REDACTED] July 5, 2011 email, he stated, "I also just want to make sure that you do not have kids under

18?" In response, Complainant [REDACTED] indicated that she had a child under 18 and stated the following:

"...if my understanding is correct, since 1988 it has been illegal to have that type of provision for a rental, unless the property is a qualified 55+ unit, which you already stated it was not. Also, there are very specific criteria for a 55+ community and based on the research I have done thus far with the City of Minnetonka, etc. it doesn't sound like your property qualifies."

31. Complainant [REDACTED] response email was as follows:

"Personally, I have no problem renting to people with kids. I love kids. If you can bypass these rules, more power to you. As I said, it is association rules [*sic*], not mine, and I have no problems with renting to someone with kids...[a]nd would be happy to meet you on Wednesday at 7:00pm."

32. On July 5, 2011, Complainant [REDACTED] also emailed Complainant [REDACTED] a fillable electronic rental application, along with instructions on the application fee and where to take the application to be processed. He also explained that he had spoken to Respondent Knowles who informed him that the restriction on children was legal at the subject property as she checked with the Association's attorney who confirmed it was legal.

33. On July 5, 2011, Complainant [REDACTED] emailed Complainant [REDACTED] again and informed him of the following, "...based on you telling me that this is not a 55+ community, I don't have any information that at this point makes it evident that this property is exempt. At this point I am going to be forwarding this information to HUD for investigation. There doesn't seem to be much point in us meeting until this gets straightened out. Very disappointing. This seemed like a great rental opportunity."

34. In response to the email referenced in paragraph 33, above, Complainant [REDACTED] responded that he was also disappointed and informed Complainant [REDACTED] that Respondent Knowles confirmed to him that the subject property is not a "55+ community." Moreover, Complainant [REDACTED] explained that he was willing to rent to Complainant [REDACTED] but that he was following the governing documents for the subject unit as the Association was telling him that he "can not do it."

35. Complainant [REDACTED] met all the basic qualifications for rental, but she had one child and was pregnant with her second child. After learning of the occupancy restriction on children under the age of 18 at the subject property, Complainant [REDACTED] did not submit an application to rent the subject unit, and did not pursue a showing of the subject unit any further, as she expressed it would be futile.

36. Investment owners at the subject property are required to submit a prospective applicant's rental application to the on-site management office for screening. During the screening, Respondents confirm that there are no children under the age of 18 listed on the application; perform a background and credit check and then submit the results of those checks to the condominium owner. Respondents do not use this screening to determine if there are individuals 55 or older in the household.
37. During a HUD interview, Respondent Knowles stated that Respondent Greenbrier III Association reserves the right to fine owner/occupants who ignore the restriction on children.
38. Subsequent to purchasing the subject unit, Complainant [REDACTED] was informed by either Respondent Knowles or Respondent Brown that Respondent Greenbrier III Association would take him to court if he violated the Association rules and tried to rent to anyone with children.
39. In a HUD interview, Respondent Brown admitted that Complainant [REDACTED] visited the on-site management office on some unknown date in early July 2011 and represented that he was going to try to rent his unit to someone with children. Respondent Brown further admitted that she informed Complainant [REDACTED] that Respondent Greenbrier III Association would not allow him to rent to children. Respondent Brown stated that occupancy at the subject property is restricted to adults and is not senior housing. She further stated that it is her understanding that the purpose of the restriction was to keep the subject property relatively free of small children, or similar words to that effect.
40. Also in a HUD interview, Respondent Brown confirmed that Complainant [REDACTED] did not submit Complainant [REDACTED] application and stated that Complainant [REDACTED] knew well in advance that the subject property did not allow children. During this interview, Respondent Brown also admitted that, if she had received an application from a renter with children, she "wouldn't have even bothered with that," or similar words to that effect.
41. On or about July 18, 2011, recognizing that he was losing potential renters with children, Complainant [REDACTED] attended a Respondent Greenbrier III Association board meeting. At the meeting, he requested that the restriction on children be eliminated at the subject property. In response, members of the board informed Complainant [REDACTED] that the restriction would remain in place as the majority of the condominium owners at the Greenbrier III building would not want the "adults only status" removed, or similar words to that effect.
42. On or about August 1, 2011, after turning down approximately 5 families with children who inquired about the rental, Complainant [REDACTED] rented the subject unit to a single-male tenant, aged 30 or under, for \$875 per month, which was \$20 less than he had originally advertised the subject unit. The tenant signed a one-year lease and did not have any children.

43. The successful tenant's application was processed by Respondents and approved. There is no evidence suggesting that any of the respondents objected to the successful renter. At no time did the respondents ask the successful renter to fill out any forms to verify whether he had a household member who was at least 55 years of age or older.
44. During a HUD interview, Respondent Knowles admitted that occupancy at the subject property is restricted to "adults," not to "seniors," specifically. Respondent Knowles admitted that, at all times relevant to this Charge, the subject property has been an "adult only building and there is no one who can live there under 18," or similar words to that effect; and a condominium owner at the subject property would not be allowed to rent to someone with children.
45. At no time relevant to this Charge, or before the filing of this Charge, did Respondents conduct surveys, collect documents and/or complete affidavits in order to verify that at least one household member was 55 years of age or older in 80% or more of the units at the subject property. Respondents Brown and Knowles admitted during their HUD interviews that neither of them has ever performed any survey, to their knowledge, to confirm the age demographic at the subject property.
46. Respondent Greenbrier III Association Board President Jack Huttner also admits that the subject property is an "adults only" living community, but not housing for older persons. Although Huttner admitted that he was aware that there was some sort of age verification requirement that was to be undertaken at the subject property to make sure there was at least one person in each unit that was "over 50," it had been put in place by some former president. He was unable to provide evidence that any age verification process was ever conducted. During his HUD interview, Huttner further stated that it was his understanding that the subject property's by-laws dictated that the subject property was an "adults only" building, thus preempting the requirements of federal law.
47. At no time relevant to this Charge did the subject property, qualify as a housing for persons who are 55 years of age or older, or qualify under any other exemptions relating to housing for older persons, pursuant to 42 U.S.C. Section 3607(b) and 24 C.F.R. Sections 100.300-100.307.
48. At no time during the marketing of the subject property did Respondents screen prospective purchasers and/or renters to determine whether at least one family member age 55 or older resided in 80% or more of the households at the subject property.
49. Given that Respondent Knowles, Respondent Brown, and Board President Huttner, all gave testimony that occupancy at the subject property was limited to adults, but not to individuals 55 or older, in all or 80% of their units, nor was limited to "seniors" of any age, Respondents cannot assert that Respondents acted with a good

faith belief that the housing facility qualified for an exemption relating to housing for older persons pursuant to 42 U.S.C. Section 3607(b)(5) and 24 C.F.R. Section 100.307.

D. Legal Allegations

50. By discouraging Complainant [REDACTED] from viewing, applying and/or renting the subject unit because of the existence of Respondent Greenbrier III Association's rules prohibiting children under the age of 18, Respondents unlawfully made housing unavailable based on familial status in violation of 42 U.S.C. § 3604(a) of the Fair Housing Act.
51. By making, printing and/or publishing Respondent Greenbrier III Association's rules restricting and/or imposing a limitation on children under the age of 18 from residing at the Greenbrier III building, Respondents unlawfully made discriminatory statements indicating a limitation or discrimination against families with children with respect to the sale and/or rental of a dwelling in violation of 42 U.S.C. § 3604(c) of the Fair Housing Act.
52. By notifying Complainant [REDACTED] that he could not rent to a family with children under the age of 18, Respondents interfered with Complainant [REDACTED] exercise of his right to rent his condominium to a family with children in violation of 42 U.S.C. § 3617 of the Fair Housing Act.
53. Complainant [REDACTED] her husband [REDACTED], and their two minor children are "aggrieved persons" within the meaning of 42 U.S.C. § 3602(i), and as a result of Respondents' discriminatory conduct as described above, Complainant [REDACTED] and her family have suffered damages, including, but not limited to economic loss, substantial inconvenience, frustration, and the loss of a housing opportunity as a result of Respondents' discriminatory conduct.
54. Complainant [REDACTED] was "devastated," "shocked," "disappointed," and "angry" when she was prevented from renting the subject unit because she had children even though the property was not, in fact, a 55 and over building. The subject property was "exactly" what her family was looking for and to be informed that Respondents would not allow her family to live there because of her children made her feel "helpless" and "powerless;" it was like a "slap in the face."
55. At the time Complainant [REDACTED] contacted Complainant [REDACTED] regarding the subject property, Complainant [REDACTED] wanted to move her family out of their home as soon as possible, as her home was burglarized and there was a shooting and other drug-related activity that had occurred near their home, making it an unsafe living environment for her family.
56. The situation was also emotionally stressful for Complainant [REDACTED] who was pregnant at the time. Had Complainant been able to rent the subject property, she

would have been able to move her family into the subject property prior to her delivery date. As a result of the aforementioned discrimination, Complainant [REDACTED] and her family were forced to find another more expensive place to live in Elk River, Minnesota. Moreover, they ended up moving with a 3-week-old newborn, making the move much more difficult and stressful for the entire family.

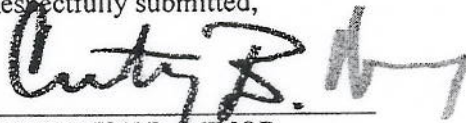
57. Complainant [REDACTED] rent at the Elk River rental was \$1,300 per month. Complainant [REDACTED] and her family would have paid less in rent and utilities at the subject property, as Complainant [REDACTED] advertised the subject property for \$895 per month. Moreover, Complainant [REDACTED] and her family are going to incur additional moving expenses as they are not renewing their current lease at the Elk River rental when it expires in September 2012 because the \$1,300 in rent is too expensive and they need to find something more affordable.
58. Complainant [REDACTED] and her family preferred the subject property not only because the monthly rent was much more affordable, but also because the location was closer to family and the subject unit was located in a desirable area, with a good school system. Also, the on-site facilities at the subject property included indoor and outdoor pools, a sauna, a hot tub, an exercise room, tennis courts, a party room, walking trails, and wooded surroundings.
59. In contrast, the Elk River property is located further away from family in a rural area which was not a convenient location for Complainant [REDACTED] and her family. In addition, the Elk River rental did not have any of the on-site facilities which were available at the subject property. As such, Complainant [REDACTED] and her husband paid a monthly gym membership at the local YMCA, which was more costly and less convenient than it would have been had they been able to rent the subject property and use the on-site facilities at no extra cost.
60. As a result of Respondents' discriminatory housing practices, Complainant [REDACTED] suffered damages, including, but not limited to, economic loss and inconvenience. Complainant [REDACTED] spent additional time trying to rent out the subject unit, as he received approximately five rental inquiries from prospective tenants with children before he was successfully able to rent the unit to a tenant without children.
61. In addition, Complainant [REDACTED] ultimately rented the subject unit for \$875 per month, instead of the \$895 per month he had originally advertised. Complainant [REDACTED] also spent a great deal of time discussing the ban on selling and/or leasing to a family with a child under the age of 18 at the subject property with Respondent Brown, Respondent Knowles and the president of Respondent Greenbrier III Association. Moreover, Complainant [REDACTED] also spent time corresponding with Complainant [REDACTED] regarding the rule prohibiting children at the subject property and trying to arrange an appointment for her to view the unit.

III. CONCLUSION

WHEREFORE, the Secretary of the United States Department of Housing and Urban Development, through the Regional Counsel, Region V, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents Greenbrier III Association, Gassen, Knowles and Brown with engaging in discriminatory housing practices in violation of 42 U.S.C. § 3604(a), § 3604(c) and § 3617 of the Act and requests that an Order be issued that:

1. Declares that the discriminatory housing practices of Respondents, as set forth above, violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601, *et seq.*;
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with any of them, from discriminating because of familial status, against any person in any aspect of the rental or sale of a dwelling;
3. Awards such monetary damages as will fully compensate Complainant [REDACTED] and her family;
4. Assesses a civil penalty of sixteen thousand dollars (\$16,000) against each Respondent for his or her violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
5. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

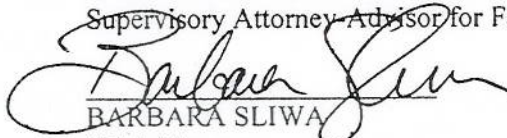
Respectfully submitted,



COURTNEY B. MINOR
Regional Counsel for the Midwest
Region V



LISA M. DANNA-BRENNAN
Supervisory Attorney Advisor for Fair Housing



BARBARA SLIWA
Trial Attorney
U.S. Department of Housing
and Urban Development
Office of the Regional Counsel
for the Midwest
77 West Jackson Boulevard, Room 2633
Chicago, Illinois 60604-3507
PHONE: (312) 913-8613/ FAX: (312) 886-4944

07/02/2012
DATE