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7	UNITED STATES DISTRICT COURT
8	DISTRICT OF NEVADA
9	* * *
10	
11 12	UNITED STATES OF AMERICA,) Case No.
12	Plaintiff)
13	v.)
15	PETER JAN DEANGELI AND) THE DEANGELI FAMILY TRUST) <u>COMPLAINT</u>
16) Defendants.
17)
18	COMES NOW Plaintiff the United States of America, by and through DANIEL G.
19	BOGDEN, United States Attorney, and HOLLY A. VANCE, Assistant United States Attorney,
20	and for its complaint against Defendants Peter Jan DeAngeli and the DeAngeli Family Trust
21	("Defendants") alleges as follows:
22	INTRODUCTION
23	1. This is an action by the United States of America to enforce the provisions of Title
24	VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988,
25	42 U.S.C. §§ 3601 through 3619.
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1	2. The United States brings this action on behalf of Complainants Robert Barabino
2	and Ingred Dobrinski ("Complainants") pursuant to 42 U.S.C. § 3612(o).
3	JURISDICTION AND VENUE
4	3. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345
5	and 42 U.S.C. § 3612(o).
6	4. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 42 U.S.C. §
7	3612(o).
8	PARTIES
9	5. Plaintiff is the United States of America.
10	6. At all times relevant to the Complaint, Defendant DeAngeli Family Trust was the
11	owner of the subject property and Defendant Peter Jan DeAngeli was the manager of the subject
12	property. The subject property is a residential apartment building located at 1425 North Virginia
13	Street in Reno, Nevada.
14	7. At all times relevant to the Complaint, Complainants were tenants at the subject
15	property.
16	FACTUAL ALLEGATIONS
17	8. In September 2009, Complainants entered into a lease agreement with Defendant
18	DeAngeli to rent a one-bedroom apartment unit at the subject property. The lease agreement
19	included a "no pets" clause.
20	9. The apartment unit that Complainants rented from Defendant DeAngeli is a
21	"dwelling" within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b).
22	10. On March 10, 2010, Gordon Michael Thomas, Ms. Dobrinski's friend, visited her in
23	her apartment with his support dog while a technician was inspecting the apartment unit's furnace.
24	11. At all relevant times in the Complaint, Mr. Thomas was an individual with a
25	"handicap" or disability as defined by the Fair Housing Act, 42 U.S.C. § 3602(h). Mr. Thomas has
26	mental conditions that cause him to become anxious and agitated whenever he leaves his home.

Therefore, whenever Mr. Thomas leaves his home, he requires a support dog to be with him to
 keep him calm and controlled.

12. Shortly after Mr. Thomas and his support dog left the subject property on March
10, 2010, Defendant DeAngeli arrived at Complainants' apartment unit. Defendant DeAngeli
informed Ms. Dobrinski that dogs were not allowed inside the apartment unit. Defendant
DeAngeli threatened to evict Complainants because they allowed Mr. Thomas' support dog inside
the apartment unit.

8 13. Ms. Dobrinski informed Defendant DeAngeli that Mr. Thomas was disabled and
9 his dog was a service animal. She also stated that she could provide Defendant DeAngeli with
10 documentation to show that the dog was a service animal.

11 14. Defendant DeAngeli responded that he was going to evict Complainants as a result
12 of Mr. Thomas' support dog's having been inside the apartment unit.

13 15. On March 11, 2010, Mr. Thomas again visited Complainants' apartment unit with
14 his support dog to accompany Ms. Dobrinski while a technician was present. While Mr. Thomas
15 and his support dog were still inside the apartment unit, Defendant DeAngeli arrived at the unit
16 and told Mr. Thomas that no dogs were allowed.

17 16. Mr. Thomas told Defendant DeAngeli that he was disabled and that the dog was a
18 service animal. Mr. Thomas provided Defendant DeAngeli with a document to show that the dog
19 was a service animal. Ms. Dobrinski also told Defendant DeAngeli that Mr. Thomas was disabled
20 and that the dog was a service animal.

21 17. Defendant DeAngeli responded that he did not want the dog on the property and22 that he planned to evict Complainants.

18. On March 12, 2010, Defendant DeAngeli served Complainants with a Notice of
Termination for Violation of Lease or Rental Agreement, which listed, among various other
alleged violations, "Dogs inside unit."

1	19. On March 25, 2010, Defendant DeAngeli served Complainants with a Five-Day
2	Notice of Unlawful Detainer for Failure to Vacate Rental Unit and Notice of Summary Eviction.
3	The Notice provided that if Complainants did not vacate the apartment unit within five days,
4	Defendant DeAngeli would seek an order of eviction from the Justice Court of the State of
5	Nevada.
6	20. Shortly after Defendant DeAngeli initiated eviction efforts against Complainants,
7	he posted a notice near their apartment unit that stated the following:
8	"ATTENTION ALL TENANTS: IF HARASSED OR BOTHERED BY TENANTS OF
9	THESE APARTMENTS CALL 911 IMMEDIATELY."
10	21. On April 5, 2010, the Justice Court of the State of Nevada held a hearing at which it
11	denied Defendants' eviction action at that time, but informed them that they had a right to file a
12	no-cause eviction because Complainants were hold-over tenants.
13	22. On April 8, 2010, Defendant DeAngeli served Complainants with a Notice to
14	Vacate for Wrongful Assignment or Subleasing, Waste, Unlawful Business, Nuisance, or
15	Violation of Controlled Substance Laws. The Notice stated that Complainants were "suffering,
16	permitting, or maintaining a nuisance in or on the rental unit" and required them to vacate their
17	apartment unit within three days.
18	23. Complainants vacated their apartment unit within three days of receipt of the Notice
19	referenced in paragraph 22.
20	HUD ADMINISTRATIVE PROCESS
21	24. On or about March 16, 2010, the Complainants filed a timely fair housing
22	complaint with HUD, alleging, among other things, that Defendants had engaged in housing
23	discrimination on the basis of disability. On October 1, 2010, their complaint was amended to
24	include additional violations of the Act.
25	25. Pursuant to 42 U.S.C. § 3610(a) and (b), the Secretary of HUD conducted and
26	completed an investigation of the complaint, attempted conciliation without success and prepared

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a final investigative report. Based upon the information gathered in the investigation, the
Secretary, pursuant to 42. U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe
that illegal discriminatory housing practices had occurred. Therefore, on September 16, 2011, the
Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging the
above-named Defendants with engaging in discriminatory practices based on disability and
retaliation in violation of the Fair Housing Act.

7 26. On October 3, 2011, Defendants elected to have the claims asserted in the HUD
8 Charge resolved in a civil action pursuant to 42 U.S.C. § 3610(a). On October 4, 2011, the
9 Administrative Law Judge issued a Notice of Election to Proceed in United States District Court
10 and terminated the administrative proceeding.

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27. Following this Notice of Election, the Secretary of HUD authorized the Attorney General to commence civil action, pursuant to 42 U.S.C. § 3612(o).

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VIOLATION OF 42 U.S.C. § 3604(f)(1)(C) AND (f)(3)(B)

14 28. It is unlawful to discriminate in the sale or rental of — or to otherwise make
15 unavailable or deny — a dwelling to any buyer or renter because of a disability of any person
16 associated with that buyer or renter. 42 U.S.C. § 3604(f)(1)(C). Discrimination includes a refusal
17 to make reasonable accommodations in rules, policies, practices or services, when such
18 accommodations may be necessary to afford such person equal opportunity to use and enjoy a
19 dwelling. 42 U.S.C. § 3604(f)(3)(B).

20 29. Defendants violated 42 U.S.C. § 3604(f)(1)(C) and 42 U.S.C. § 3604(f)(3)(B).
21 Defendants denied rental housing — or made rental housing unavailable — to Complainants
22 because of the disability of a person associated with Complainants, Mr. Thomas, by refusing to
23 make a reasonable accommodation to the "no pets" policy so that Mr. Thomas and his support dog
24 could visit Complainants' apartment unit with his support dog. The accommodation was
25 necessary to afford Complainants an equal opportunity to use and enjoy Complainants' apartment
26 unit. Defendants also denied rental housing — or made rental housing unavailable — to

Complainants because of the disability of a person associated with Complainants, Mr. Thomas, by
 taking actions to evict Complainants from the apartment unit based on Mr. Thomas' entry into the
 apartment unit with his service dog.

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VIOLATION OF 42 U.S.C. § 3604(f)(2)(C) AND (f)(3)(B)

30. It is unlawful to discriminate against any person in the terms, conditions or
privileges of the sale or rental of a dwelling — or in the provision of services or facilities in
connection with such dwelling — because of a disability of any person associated with that person.
42 U.S.C. § 3604(f)(2)(C). Discrimination includes a refusal to make reasonable accommodations
in rules, policies, practices or services, when such accommodations may be necessary to afford
such person equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B).

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31.

Defendants violated 42 U.S.C. § 3604(f)(2)(C) and 42 U.S.C. § 3604(f)(3)(B).

Defendants discriminated against Complainants in the terms, conditions or privileges of the rental
 of Complainants' apartment unit — or in the provision of services or facilities in connection with
 the apartment unit — because of a disability of a person associated with Complainants, Mr.

15 Thomas, by refusing to provide a reasonable accommodation to their "no pets" policy so that Mr. 16 Thomas could visit Complainants' apartment unit with his support dog. The accommodation was 17 necessary to afford Complainants an equal opportunity to use and enjoy Complainants' apartment 18 unit. Defendants further discriminated against Complainants in the terms, conditions or privileges 19 of the rental of Complainants' apartment unit — or in the provision of services or facilities in connection with the apartment unit — because of a disability of a person associated with 20 21 Complainants, Mr. Thomas, by taking actions to evict Complainants from the apartment unit based 22 on Mr. Thomas' entry into the apartment unit with his service dog.

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VIOLATION OF 42 U.S.C. § 3617

32. It is unlawful to coerce, intimidate, threaten or interfere with any person in the
exercise or enjoyment of — or on account of his having exercised or enjoyed or on account of his

having aided or encouraged any other person in the exercise or enjoyment of — any right granted or protected by Section 3603, 3604, 3605 or 3606 of this title. 42 U.S.C. § 3617.

3 33. Defendants coerced, intimidated, threatened or interfered with Complainants in the exercise or enjoyment of - or on account of the exercise or enjoyment of or on account of having 4 5 aided or encouraged the exercise or enjoyment of — a right to a reasonable accommodation. 6 Defendants reacted to the request for reasonable accommodation by taking the following adverse 7 actions against Complainants: (1) On March 10 and 11, 2010, Defendant DeAngeli told 8 Complainants and Mr. Thomas that no pets were allowed inside the apartment units and threatened 9 to evict Complainants for allowing Mr. Thomas' support dog inside their unit; (2) On March 12, 10 2010, Defendants served Complainants with a Notice of Termination for violation of Lease or 11 Rental Agreement; (3) On March 25, 2010, Defendants served Complainants with a Five-Day 12 Notice of Unlawful Eviction, which demanded that Complainants vacate their apartment unit 13 within five days; (4) Shortly after Defendants initiated eviction efforts against Complainants, Defendants posted a sign directing tenants to call the police if Complainants bothered them; (5) On 14 April 5, 2010, Defendants argued unsuccessfully for Complainants' eviction at a court hearing; (6) 15 16 On or around April 8, 2010, Defendants served Complainants with a Notice to Vacate that accused 17 them of causing a nuisance and required them to leave their apartment unit within three days.

18 34. Defendants' discriminatory actions were intentional, willful and taken in disregard19 of the rights of Complainants.

35. As a result of Defendants' conduct, Complainants have suffered damages and are
aggrieved persons within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(i).

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ORDER:

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1. Declaring that Defendants' policies and practices — as alleged in this Complaint — violate the Fair Housing Act;

REQUEST FOR RELIEF

WHEREFORE the United States of America respectfully requests that this Court enter an

Enjoining Defendants, their officers, employees, agents, successors and all other
 persons in active concert or participation with them, from:

2	persons in active concert of participation with them, from.
3	a. Discriminating in the rental, or otherwise making unavailable or denying, a
4	dwelling to any renter because of disability, in violation of 42 U.S.C. § 3604(f)(1);
5	b. Discriminating against any person in the terms, conditions, or privileges of
6	rental of a dwelling, or in the provision of services or facilities in connection with
7	such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
8	c. Refusing to make the reasonable accommodation of allowing Complainants
9	to invite friends with assistance animals to their apartment to afford them equal
10	opportunity to use and enjoy their dwelling, in violation of 42 U.S.C. §
11	3604(f)(3)(B);
12	d. Failing or refusing to take such affirmative steps as may be necessary to
13	restore, as nearly as practicable, the Complainants to the position they would have
14	been in but for the discriminatory conduct;
15	e. Refusing to make reasonable accommodations in rules, policies, practices,
16	or services, when such accommodations may be necessary to afford persons with
17	disabilities equal opportunity to use and enjoy their dwelling, in violation of 42
18	U.S.C. § 3604(f)(3)(B);
19	f. Failing or refusing to take such actions as may be necessary to prevent the
20	recurrence of any such discriminatory conduct in the future and to eliminate, to the
21	extent practicable, the effects of Defendants' unlawful conduct, and implementing
22	policies and procedures to ensure that no rental applicants or tenants are
23	discriminated against because of disability; and
24	g. Coercing, intimidating, threatening, or interfering with any person in the
25	exercise or enjoyment of, or on account of his or her having exercised or enjoyed,
26	or on account of his or her having aided or encouraged any other person in the

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1	exercise or enjoyment of any right granted or protected by Sections 803-806 of the	
2	Fair Housing Act, in violation of 42 U.S.C. § 3617.	
3	3. Awarding monetary damages to Complainants pursuant to 42 U.S.C. §§ 3612(0)(3))
4	and 3613(c)(1); and	
5	4. Awarding the United States such additional relief as is just and proper.	
6	Dated this 2^{nd} day of November 2011.	
7	Respectfully submitted,	
8	DANIEL G. BOGDEN United States Attorney	
9	/s/ HOLLY A. VANCE HOLLY A. VANCE	
10	HOLLY A. VANCE Assistant United States Attorney	
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