



# Fair Housing Newsletter

*Keeping you current on fair housing news and issues*



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## Federal Judge Upholds Punitive Damages Against Landlord

A Missouri Federal Judge has upheld a jury decision to award residents \$60,000 in punitive damages after the landlord evicted them for having children.

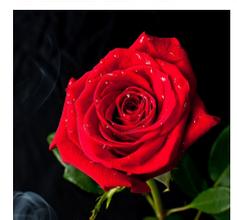
The case began when a couple rented an apartment. The couple had a six-year-old child and disclosed the information on the applicaiton. However, the lease they signed had a “NO CHILDREN” provision. Regardless, the landlord agreed to rent the apartment to the couple. The landlord even renewed the lease after it expired. However, only six weeks after entering into the new lease, the landlord gave the couple a Notice to Vacate based on the fact they had underpaid their late fee by \$15 and “more importantly” their son was living in the apartment full time and the woman had recently given birth to a second child. The landlord concluded they had a “total disregard for the terms and conditions” of the lease.



The couple filed a complaint with the U.S. Department of Housing and Urban Development. HUD investigated and found the landlord had violated the Fair Housing Act based on familial status. The Department of Justice filed a lawsuit.

*No Children: Continued on Page 2*

**Note From the Editor:** February is considered the month for love. Love at work is great until you get a sexual harassment complaint. Do you know what to do? If not, give me a call.



*No Children: Continued from Page 1*

The Federal Judge in the case ruled the landlord had violated the Fair Housing Act and let the jury decide the damages. The jury returned an award of \$14,400 in compensatory damages and \$60,000 in punitive damages.

The landlord appealed the award of punitive damages arguing there was not a legally sufficient basis for the Court to submit the issue of punitive damages to the jury. All the evidence had supported the fact that the landlord did not know the Fair Housing Act prohibited discrimination against families with children.

The Judge refused to dismiss the punitive damages award. When considering punitive damages, the jury had been instructed that the landlord could be liable for punitive damages if he/she acted with malice or reckless indifference. More specifically, punitive damages could be awarded if “it has been proved that (the landlord) knew his conduct was in violation of the law prohibiting discrimination against families with children in housing, or acted with reckless disregard of that law.” The judge ruled that in this case, even if the landlord did not know the law prohibited discrimination against families with children, he still acted recklessly when restricting children on the property. As such, the award of punitive damages was appropriate.

Lesson Learned: Ignorance of the law is not defense. Make sure all employees know the law and your policies before they make decisions.

## **Federal Court Refuses to Dismiss Owners from Fair Housing Lawsuit**

A Louisiana federal judge has refused to dismiss two owners of an assisted living facility from a fair housing lawsuit alleging discrimination based on disability. The case was filed by the Louisiana Fair Housing Action Center alleged the assisted living facilities refused to provide interpretive services to deaf residents despite receiving federal funding. The lawsuit included allegations the two owners of the assisted living facilities were personally liable.

The owners asked the court to dismiss them from the lawsuit. They based their request on two main arguments:

1. The circumstances alleged do not allow the piercing of the corporate veil which shields owners from personal liability; and
2. The owners do not own the land on which the facilities sit, so they cannot be liable because they do not own a “housing or place of public accommodation.”



The court refused to dismiss the owners. Fair Housing Act violations result in tort liability, including a principal’s liability for wrongful acts of his agents. Here, the Louisiana Fair Housing Action Center alleged the employees of the facility refused to make accommodations for residents. The employees are the agents of the owners. As such, the owners may be held personally liable.

In sum, although this case is far from over, owners need to be aware that fair housing violations can be imputed to them based on the acts of others.



# HOUSING CROSSROADS

WHERE FAIR HOUSING AND  
LANDLORD TENANT LAWS INTERSECT

## Housing Crossroads Webinar

### Get Your Money Back!

*Maximizing Recovery and Minimizing  
Loss When a Resident Damages Your Property*

Wednesday, February 23, 2022  
10:00 a.m. - 11:30 a.m. central

Now more than ever, it's difficult enough to keep your rent delinquencies low, but what about when a resident causes damage to the property that costs even more money? And what if those damages aren't discovered until after the resident vacates? Now you don't even have the leverage of eviction to help recover your losses. In this webinar, we'll discuss best practices in handling physical damages to community property and recovering the cost to repair those damages, including:

- strategies in recovering damages before the resident vacates
- how to document and collect evidence to support your damage claims
- when you can (and can't) use deposits to soften the blow
- what types of damages you may or may not be able to charge
- requirements in retaining funds from the security deposit

\$34.99

[Register Now](#)



Nathan Lybarger  
Law Office of Hall &  
Associates

### Speakers



Angelita Fisher  
Law Office of Angelita E.  
Fisher

## Testers Find Race and Familial Status Discrimination

The Louisiana Fair Housing Action Center (LFHAC) announced it has agreed to settle a family status and racial discrimination lawsuit against an apartment community and its rental agent. The lawsuit was the result of testing conducted by the LFHAC.

In January, 2019, the LFHAC contacted the property inquiring about available units. During the first test, the rental agent allegedly provided different information to an African American tester than he did to a White tester regarding when a unit would be available for rent. The rental agent also told a tester, “I don’t have any kids here. This is mostly adults. I don’t like kids.”

When LFHAC performed additional tests, a White tester was allegedly informed of multiple available apartment units and invited to view the property, while a Black tester who called 15 minutes before the white tester’s tour was told “there [was] nothing available until the end of March.” Additional tests two weeks later allegedly showed a similar pattern. In both the first and second tests, the rental agent made discriminatory comments against families with children, including that he “tries to separate people with kids and without. I put people with kids in [neighboring units]....so they can irritate each other.”

After filing a federal lawsuit, the parties have agreed to settle the case. The landlord has agreed to pay \$35,000 to the LFHAC and obtain training. To be clear, no residents or applicants received any payment as none had alleged they were damaged in any way.

Lesson Learned: Always assume the person calling is a tester. Be sure staff know how to answer questions. The slightest variance in answers may result in a fair housing lawsuit.

## The City of Arlington, Texas Settles Fair Housing Lawsuit for \$395,000

The U.S. Department of Justice and the City of Arlington, Texas, have agreed to settle a lawsuit against the City alleging it violated the Fair Housing Act when it failed to provide a Resolution of Support for an affordable housing development.



The case began when Community Development, Inc. (CDI) attempted to develop a low-income housing development for families with children. The development would have been financed by the federal Low-Income Housing Tax Credit (LIHTC) program. In order to receive the tax credits, CDI needed a letter from the City stating the City supported or had no objection to the development. Otherwise, it would be almost impossible for CDI to receive the tax credits.

The City refused to provide the letter. The reason for the refusal was that the City allegedly had a policy of supporting tax credit developments only for senior housing intended for persons 55 years or older. This new development was for families with children.

The CDI filed a fair housing complaint with the U.S. Department of Housing and Urban Development alleging the City discriminated against families with children. HUD investigated and found discrimination. The case was referred to the DOJ for a lawsuit. Both parties agreed to a settlement.

Under the settlement, the City will pay \$395,000 to CDI. The settlement also requires the City to maintain a non-discriminatory policy for future LIHTC developments, provide fair housing training to certain city officials, and submit to compliance and reporting requirements for the term of the settlement.

## ESA Policy Checklist

Do you have an emotional support animal policy? If not, now is the time. Here are a few things to mention:

- The animal must have a license if a license is necessary in your city;
- The resident must pick up after the animal;
- The resident is responsible for any damage caused by the animal;
- The animal must be kept current on vaccinations;
- Dogs need to be on a leash and under control when on the property; and
- The animal cannot disturb the quiet enjoyment of other residents.

Remember, you may not enforce the company pet policy. ESAs are not pets. Plus, don't ever enforce company policy on:

- Weight restrictions
- Breed restrictions
- Pet rent
- Pet deposits / fees
- Requirement of insurance



### Fair Housing Webinar

## “You Can’t Ask Me That Question”

Wednesday, February 9, 2022  
10:00 a.m. - 11:00 a.m. Central

**\$24.99**

Every property manager has probably wondered if they violated fair housing laws when they asked an applicant or resident a question. Are you disabled? Do you have any animals? Have you been convicted of a felony?

In this webinar, we will discuss 10 common questions that are off-limits for property staff. Our topics will include questions about:

- Previous residency
- Disabilities
- Animals
- Criminal history

**\$24.99**  
[Register Now](#)

## Annual Three-Part Webinar Series



### **Part One** **March 9, 2022** **Fair Housing Fundamentals**

[Register for Part One Only](#)

Knowing the basic fundamentals of fair housing laws will assist owners, managers and staff in making better decisions on what law may apply to their residents and what actions may violate fair housing laws. In this webinar, we will discuss the basics of fair housing laws and the process by which residents may make complaints. Our discussion will include: What Law Applies to Your Property; The Protected Classes; Two Types of Discrimination; Two Types of Harassment; The Complaint Process; and Retaliation.



### **Part Two** **March 16, 2022** **Common Fair Housing Issues**

[Register for Part Two Only](#)

Certain issues in fair housing arise time and again. It is important for managers and staff to know the answers before they make common mistakes. In this webinar, we will discuss the current status of the law on common fair housing issues. Our discussion will include common issues for the protected classes of: Familial Status; Sex / Gender; Race / National Origin; and Religion.



### **Part Three** **March 23, 2022** **Making Reasonable Accommodations and Modifications**

[Register for Part Three Only](#)

Residents who are disabled file more fair housing complaints than all other protected classes combined. Why? Maybe because the accommodation process is easy to mess up. In this webinar, we will talk about a landlord's requirement to reasonably accommodate as well as some of the most common accommodation requests. Our discussion will include: Knowing the Difference between an Accommodation and Modification; Paying for the Accommodation/Modification; Getting the Paperwork Right; and Common Accommodations.



[Register for All Three Webinars](#)  
**\$69.99**