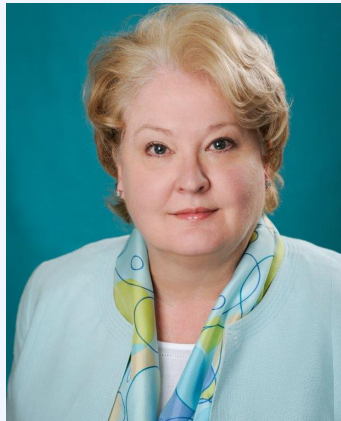




Fair Housing Newsletter

Keeping you current on fair housing news and issues



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Signs Violate Fair Housing Act

A U.S. District Court in Idaho has ruled that signs placed in a clubhouse, pool, and tennis courts violate the Fair Housing Act – before the trial even began.

The lawsuit was filed by a family who purchased a residence in a subdivision with a Homeowners' Association. The family had three children, ages 5, 3, and 1. The subdivision had a Pool, Club House and Tennis Courts.

However, the rules posted by the HOA prohibited families with children from having full access to the facilities. Specifically, the club house rule stated: "FOR ADULT USE ONLY" during the summer months when the pool was open. One pool rule stated: "Quiet Swimming is Required from 9 to 10 p.m." Another pool rule stated: "No member or guest under the age of 14 may use the pool or spa unless accompanied by an adult (19 or older) member or adult guardian authorized by an adult member." According to the HOA, the pool rules were to address concerns of overcrowding, vandalism, drug use, sexual assault, etc. Finally, the tennis court rule stated: "Adults have court privileges over children after 3:00 p.m. weekdays and any time on weekends or holidays."

The family sued – and won. The court ruled the clubhouse rule was discriminatory on its face. The pool rules were also discriminatory because the rules were not directly related to the alleged reasons given by the HOA. Adults can also overcrowd and vandalize the pool. As for the tennis court rule, the court held the rule on its face describes a preference given to adults. The trial will go forward. But, it will be to decide only damages – not liability.

Note From the Editor: It is time to register for this month's Fair Housing Three-Part Webinar Series. It is a great, inexpensive way to train staff. Only one registration needed for each property. Sign up today by going to the last page of this newsletter.

HUD Approves Familial Status Settlement

The U.S. Department of Housing and Urban Development announced it has approved a Conciliation Agreement between a California father of two and a real estate agent, the real estate company the agent worked for and the owner of a condominium.

The complaint alleged the father was denied an opportunity to rent a condominium because he had two children part time. The leasing agent allegedly refused to consider the father's application saying, "I don't want to waste your time or mine. Sorry."

The owner and leasing company deny they discriminated against the family but agreed to settle the complaint for \$10,000. The agency and owner will also revise fair housing policies to specifically state there is no preferences against renting or selling to families with children and participate in fair housing training.

Pet Fees for an Assistance Animal Lands NY Landlord in The Dog House

The U.S. Department of Housing and Urban Development announced it has charged a New York property owner with discrimination for charging a resident pet fees for an assistance animal.

The New York resident, a woman with disabilities filed the fair housing complaint. HUD investigated and found evidence of discrimination. Specifically, HUD found that prior to moving into her apartment, the woman had informed the owner that her dog is an assistance animal. After she moved into her apartment, the owner of the building required her to sign a second lease which specified that she would be responsible for paying a monthly pet fee of \$50, a cleaning charge of \$575, and a \$350 pet security deposit.



The woman was also required to sign a "Lease Addendum For Dog In Apartment" that stated the monthly pet fee was temporarily waived, but she could be charged the monthly fee retroactively if she discussed the accommodation/waiver of the fee with other tenants. The landlord eventually voided the waiver and demanded she pay pet fees. When she refused to pay the fees, the owner terminated her lease and later threatened to sue her if she attempted to enforce her rights under the Fair Housing Act.

HUD's charge will be heard by a United States Administrative Law Judge unless either party chooses to go to federal court. If the judge finds that discrimination has occurred, he or she may award damages to the woman for her losses and other equitable relief including attorney fees. In addition, the judge may impose civil penalties in order to vindicate the public interest.



HOUSING CROSSROADS

WHERE FAIR HOUSING AND
LANDLORD TENANT LAWS INTERSECT



Housing Crossroads Webinar Damages and Deposits

Wednesday, April 29, 2020
10:00 a.m. - 11:30 a.m. central

When are you allowed to charge a deposit? Are you sure you can deduct all damages from the deposit? As a landlord, answering these questions can be tricky. Answering them incorrectly can be illegal. In this webinar, we will discuss:

- When a landlord may require a deposit;
- When a deposit is prohibited;
- Legal requirements when accepting a deposit;
- Process to properly retain the deposit;
- Best practices for establishing and proving move out damages; and
- Deciding which damages can be recovered.

\$34.99
[Register Now](#)

This webinar will focus largely on Tennessee law under the Tennessee Uniform Residential Landlord Tenant Act.



Nathan Lybarger
Law Office of Hall &
Associates

Speakers



Angelita Fisher
Law Office of Angelita E.
Fisher

DOJ Settles Design Lawsuits with Owners and Developers of 11 Apartment Complexes in Puerto Rico

The U.S. Department of Justice announced the owners and developers of 11 multi-family housing complexes in Puerto Rico, have agreed to pay a combined \$335,000 to resolve claims that they violated the Fair Housing Act and the Americans with Disabilities Act by building apartment complexes that were inaccessible to persons with disabilities.

Under the terms of the settlements, the owners and developers must make substantial retrofits to remove accessibility barriers and make the complexes accessible to persons with disabilities. The retrofits include: replacing excessively sloped portions of sidewalks; installing properly sloped curb ramps and walkways; replacing cabinets in bathrooms and kitchens to provide sufficient room for wheelchair users; and removing accessibility barriers in public and common use areas at the complexes. The 11 complexes at issue were all built with financial assistance from the federal government's Low-Income Housing Tax Credit program or other federal programs



The owners and developers will pay \$325,000 to establish two settlement funds for the purpose of compensating individuals with disabilities who have been impacted by the accessibility violations. A \$10,000 civil penalty will also be paid to the United States.

The Interactive Process Wins the Day

How long is too long to make up your mind about an accommodation. According to a federal court in Michigan, two months is not too long.

The homeowner in this case needed rails going down the steps on the back porch of her home so her frail father could safely navigate the steps. She submitted her request to the Homeowner Association for the rails without much detail as to why she needed the railing. The request was denied. The homeowner then more clearly requested an accommodation and included a doctor's note stating her father was disabled. She demanded the HOA reverse its decision. The HOA reversed its decision and the rails were installed. However, the homeowner sued anyway claiming there was an unnecessary delay in granting permission for the modification. The delay was two months.

The court dismissed the case. The court relied on the fact that that the Board engaged in an interactive process. The parties had gone back and forth with requests and considerations during that two month period.

The interactive process is something landlords sometimes forget. In our hurried lives, we forget to stop and talk to the resident about what it is they are needing and why. This case shows the process is imperative when addressing accommodation requests.

Denial of Reserved Parking Space Costs Landlord \$12,500

A San Diego apartment complex owner and its management company have agreed to pay \$12,500 to settle allegations it denied a disabled resident a designated parking space.

This case started when a resident with physical disabilities filed a fair housing complaint with the U.S. Department of Housing and Urban Development. The resident alleged she requested and was refused a designated parking space which would be easier for her to use. As a result, she was forced to walk up a steep incline each time she exited the parking garage.



Under the settlement agreement, the owner and property management company will pay \$12,500 and provide fair housing training for their managers.

Familial Status Testing Ends in \$10,000 Settlement

Anyone in the industry for very long will be tested. Testing is when a fair housing non-profit organization or agency hires people to ask you a set of questions. The people are of different races, genders, or national origins. Some have disabilities and some have children. If the testers catch you giving different information to different testers, the non-profit or agency may file a fair housing complaint against you or your company.

This is what happened to an Upland, California landlord. The Inland Fair Housing and Mediation Board, a HUD Fair Housing Initiatives Program agency, filed a fair housing complaint with HUD based on results from its fair housing tests. The Board alleged the tests showed the



property owners and two property managers refused to rent to families with children and/or offered them different lease terms and conditions. The owners and managers also had an “unreasonable” two-person-per-bedroom occupancy policy.

The case has been settled. Under the terms of the settlement agreement, the owners and property managers will pay the Board \$10,000, eliminate the two-person-per-bedroom policy, remove language regarding the two-person-per-bedroom policy from advertising and marketing materials, and have property managers and staff that interact with applicants and tenants attend fair housing training.

Fair Housing Webinar: Three Part Series:

March 11, 18 & 25, 2020 from 10:00 a.m. - 11:00 a.m. central

[Register for All Three Webinars: \\$64,99](#)

Fair Housing Fundamentals:

Wednesday, March 11, 2020 from 10:00 a.m. -11:00 a.m. central

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, the protected classes, the process by which residents may make complaints and retaliation.

[Register for March 11, 2020 Webinar Only \\$24.99](#)

Common Fair Housing Complaints:

Wednesday, March 18, 2020 from 10:00 a.m. - 11:00 a.m. central

Certain issues in fair housing arise time and again. It is important for managers and staff to know the correct steps to take before the problem arises. In this webinar, we will discuss the current status of the law on common fair housing complaints.

[Register for March 18, 2020 Webinar Only \\$24.99](#)

Understanding Accommodations & Modifications:

Wednesday, March 25, 2020 from 10:00 a.m. - 11:00 a.m. central

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, documentation and some of the most common accommodation requests including animals, hoarders and parking.

[Register for March 25, 2020 Webinar Only \\$24.99](#)