

**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 XX, |) | |
| |) | |
| Charging Party, |) | FHEO No. 04-10-0278-8 |
| |) | |
| v. |) | |
| |) | |
| Escatawpa Village Associates, Limited Partnership, Olsen Securities Corporation, OSC-Management, Inc., Jewell Franklin, and Bonnie Raynaud, |) | |
| |) | |
| Respondents. |) | |
| |) | |
| |) | |

CHARGE OF DISCRIMINATION

I. JURISDICTION

On December 3, 2009 XX (“Complainant”) filed a verified complaint with the U.S. Department of Housing and Urban Development (“HUD”).¹ The HUD complaint alleged that Escatawpa Village Associates, Limited Partnership; Olsen Securities Corporation; OSC-Management, Inc.; Jewell Franklin, and Bonnie Raynaud (“Respondents”) discriminated against her by making a dwelling unavailable and applying different terms and conditions because of her sex in violation of 42 U.S.C. §§ 3604(a) and (b) of the Fair Housing Act, as amended in 1988, 42 U.S.C. § 3601 *et seq.* (“the Act”), in connection with the rental of a dwelling.

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 or is about to occur. 42 U.S.C. § 3610(g)(1)-(2). The Secretary of HUD has delegated to the Assistant Secretary for Fair Housing and Equal Opportunity the authority to make such a determination and to the General Counsel the authority to issue a Charge of Discrimination. 74 Fed. Reg. 62801, 62802 (Dec. 1, 2009). The General Counsel has redelegated that authority to the Regional Counsel. 76 Fed. Reg. 42463, 42465 (July 18, 2011).

¹ On July 28, 2011, the Office of Fair Housing and Equal Opportunity (FHEO) amended the complaint to add a violation of 42 U.S.C. § 3604(b) based on sex. On February 2, 2012, FHEO issued a No Reasonable Cause Determination with regard to the alleged violation of 42 U.S.C. § 3604(f)(3) based on disability.

The FHEO Region IV Director, on behalf of the Assistant Secretary for FHEO, has determined that reasonable cause exists to believe that discriminatory housing practices have occurred in this case and has authorized the issuance of this Charge of Discrimination.

II. THE LEGAL AND FACTUAL BASIS FOR THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned HUD Complaint and Determination of Reasonable Cause and No Reasonable Cause, Respondents Escatawpa Village Associates, Limited Partnership; Olsen Securities Corporation; OSC-Management, Inc.; Jewell Franklin, and Bonnie Raynaud are charged with discriminating against Complainant XX in violation of 42 U.S.C. §§ 3604 (a) and (b) as follows:

A. LEGAL AUTHORITY

1. It is unlawful to refuse to rent or sell after the making of a bona fide offer, or to refuse to negotiate for the rental or sale of, or to otherwise make unavailable or deny, a dwelling to any person because of a person's sex. 42 U.S.C. § 3604(a); 24 C.F.R. § 100.60(b)(5); 24 C.F.R. § 100.50(b)(3) (2008).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of a person's sex. 42 U.S.C. § 3604(b); 24 C.F. R. § 100.65(b)(4); 24 C.F.R. § 100.50(b)(2).

B. PARTIES AND SUBJECT PROPERTY

3. At all times relevant to this Charge, Complainant, a female, was a resident at Escatawpa Village Apartments, the subject property. Complainant is an aggrieved person as defined by the Act. 42 U.S.C. § 3602(i); 24 C.F.R. § 100.20
4. Escatawpa Village Apartments is a 32 unit apartment complex located at XX, Moss Point, MS 39562. The subject property is a "dwelling" as defined by the Act. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.
5. At all times relevant to this Charge, Respondent Escatawpa Village Associates, Limited Partnership owned the subject property.
6. At all times relevant to this Charge, Respondent Olsen Securities Corporation was the General Partner of Respondent Escatawpa Village Associates, Limited Partnership.
7. At all times relevant to this Charge, Respondent OSC-Management, Inc. managed the subject property.

8. At all times relevant to this Charge, Respondent Bonnie Raynaud was authorized to and did act as a manager, employee and/or agent of Respondent Olsen Securities Corporation.
9. At all times relevant to this Charge, Respondent Jewell Franklin was authorized to and did act as an on-site manager, employee, and/or agent of Respondent(s).

C. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

10. On or around September 30, 2008, Complainant moved into a two (2) bedroom apartment at the subject property.
11. On August 4, 2009, Complainant was physically assaulted by her boyfriend, YY, who did not reside with her. A neighbor assisted Complainant in escaping to another unit in the same complex. The police were contacted and Complainant was transported to the hospital because she was bruised and bleeding from the attack.
12. YY was arrested and pled guilty to the assault.
13. On August 5, 2009, Respondents issued Complainant a termination notice giving her six (6) days to vacate the property. The notice, signed by Respondent Jewell Franklin, stated “On 8/4/09 the police was [sic] called on a domestic [sic] incident in your unit whereas your boyfriend and were [sic] fighting and he was taken to jail for battery.”
14. The August 5, 2009 termination notice stated that Complainant violated Paragraph 18 of her lease. The lease provision reads as follows:

“The landlord may require any lessee or other adult member of the tenant household occupying the unit (or other adult or non-adult person outside the tenant household who is using the unit) who commits a drug violation or domestic violence to vacate the leased unit permanently, within time frames set by the landlord, and not thereafter....”
15. When asked by a HUD investigator why she gave Complainant the termination notice immediately following the assault, Respondent Jewell Franklin indicated that the lease states that if there is a disturbance like this they have to evict everyone.
16. Shortly after receiving the termination notice on August 5, 2009, Complainant called the leasing office and spoke with Respondent Bonnie Raynaud. Respondent Bonnie Raynaud told Complainant that the manager would seek eviction through the courts if Complainant did not move.
17. Complainant began to move her belongings from the apartment immediately in an attempt to meet Respondents’ six (6) day deadline to vacate the premises.

18. According to Respondents, on August 7, 2009, Respondents attempted to issue a “Lease Violation Notice to Correct.” This notice, signed by Respondent Jewell Franklin, indicated that the August 5, 2009 termination notice was being rescinded. In the Delivery Method to be Used section of the document, the following was written, “Unable to delivery [sic] tenant already was moving out.”
19. Twelve (12) months prior to Respondents’ issuance of the termination notice to Complainant, another female tenant at the subject property received a termination notice from Respondents following a violent incident between her and her boyfriend. She moved out prior to a formal eviction proceeding.
20. Respondents never issued any lease violation notices to Complainant prior to the issuance of the August 5, 2009 lease termination notice.
21. According to the U.S. Department of Justice, between 1998 and 2002, 84% of spouse abuse victims were females, and 86% of victims of dating partner abuse were female. Females were 83% of spouse murder victims and 75% of dating partner murder victims.
22. Respondents’ policy and/or practice of evicting the victim as well as the perpetrator of an incident of violence has an adverse impact based on sex, due to the disproportionate number of female victims of domestic violence.
23. Respondents’ policy and/or practice of evicting the victim of domestic violence because of a violent incident was not justified by business necessity.
24. Complainant XX has suffered significant damages, including, but not limited to, out-of-pocket expenses, emotional and physical distress, economic loss, inconvenience, embarrassment, humiliation, and the loss of a housing opportunity as a result of Respondents’ discriminatory conduct.
25. By terminating Complainant’s tenancy because she was a victim of domestic violence, which has a disparate impact on women who are disproportionately the victims of domestic violence, Respondents discriminated against Complainant because of her sex in violation of 42 U.S.C. § 3604(a); 24 C.F.R. § 100.60(b)(5); 24 C.F.R. § 100.50(b)(3).
26. By enforcing a facially neutral policy of terminating the tenancy of the victim of domestic violence after an incident of violence, which has a disparate impact on women who are disproportionately the victims of domestic violence, Respondents discriminated against Complainant because of her sex, in violation of 42 U.S.C. § 3604(b); 24 C.F. R. § 100.65(b)(4); 24 C.F.R. § 100.50.(b)(2).
27. Respondents Escatawpa Village Associates, Limited Partnership; Olsen Securities Corporation; OSC – Management, Inc.; Jewell Franklin, and Bonnie Raynaud are

jointly and severally liable for Respondents Jewell Franklin and Bonnie Raynaud's violations of the Act, as alleged above.

III. CONCLUSION

Wherefore, the Secretary of HUD, through the Office of General Counsel and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondents Escatawpa Village Associates, Limited Partnership; Olsen Securities Corporation; OSC-Management, Inc.; Jewell Franklin, and Bonnie Raynaud with engaging in discriminatory housing practices as set forth above, and prays that an order be issued that:

- A. Declares that Respondents' discriminatory housing practices, as set forth above, violate the Fair Housing Act, 42 U.S.C. §§ 3601-19 and its implementing regulations;
- B. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating against any person because of race, color, sex, national origin, familial status, religion, and/or disability in any aspect of the rental, sale, occupancy, use or enjoyment of a dwelling;
- C. Awards such monetary damages as will fully compensate Complainant XX for her economic losses, including but not limited to, all out-of-pocket expenses, emotional and physical distress, embarrassment, humiliation, substantial inconvenience, loss of a housing opportunity, and any and all other damages caused by Respondents' discriminatory conduct;
- D. Pursuant to 42 U.S.C. § 3612(g)(3), assesses a civil penalty against each Respondent for each violation of the Act; and
- E. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

_____/s/_____
JAMES E. BLACKMON
Acting Regional Counsel, Region IV

_____/s/_____
JACKLYN L. RINGHAUSEN
Deputy Regional Counsel

/s/

SHERRI R. SMITH
Associate Regional Counsel

/s/

SYLLORIS D. LAMPKIN
Trial Attorney
U.S. Department of Housing
and Urban Development
Office of the Regional Counsel, Region IV
40 Marietta Street, SW
Atlanta, GA 30303-2806
Tel: 678.732.2808
Fax: 404.730.3315
Email: Sylloris.D.Lampkin@hud.gov

Date: 2/2/12