

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARINGS AND APPEALS**

Secretary, United States Department of)	
Housing and Urban Development, on behalf of)	
NAME REDACTED and NAME REDACTED ,)	
)	
Charging Party,)	
)	HUDOHA No. _____
v.)	
)	FHEO No. 04-21-7284-8
Jonathan Faircloth,)	
)	
Respondent.)	
)	
_____)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

On June 28, 2021, **NAME REDACTED** and **NAME REDACTED** (“Complainants”), timely filed a verified complaint with the U.S. Department of Housing and Urban Development (“HUD”) alleging Respondent Jonathan Faircloth discriminated against Complainants based on disability¹ when he failed to grant reasonable accommodation requests for a live-in aide and an emotional support animal (“ESA”), in violation of the Fair Housing Act (“Act”), as amended, 42 U.S.C. §§ 3601 *et seq.*

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination (“Charge”) on behalf of aggrieved persons 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)-(2). The Secretary has delegated that authority to the General Counsel, who has redelegated the authority to the Regional Counsel. 24 C.F.R. §§ 103.400, 103.405; 76 Fed. Reg. 42463, 42465 (July 18, 2011).

The Regional Director of HUD’s Office of Fair Housing and Equal Opportunity (“FHEO”) for Region IV, on behalf of the Assistant Secretary for FHEO, has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred in this case and has authorized the issuance of this Charge. 42 U.S.C. § 3610(g)(1) and (2)(A); 24 C.F.R. § 103.400(a)(2)(i).

¹ The term “disability” is used in place of, and has the same meaning as, the term “handicap” in the Act and its implementing regulations.

II. SUMMARY OF FINDINGS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the above-mentioned complaint and the resulting Determination of Reasonable Cause, HUD hereby charges Respondent Faircloth with violating the Act as follows:

A. Legal Authority

1. It is unlawful to make unavailable or deny a dwelling to any buyer or renter because of a disability of (1) that buyer or renter or (2) a person residing in or intending to reside in that dwelling after it is rented or made available, or (3) any person associated with that buyer or renter. 42 U.S.C. § 3604(f)(1); 24 C.F.R. §§ 100.50(b)(1), 100.60(a), and 100.202(a).
2. It is unlawful to discriminate in the terms, conditions, or privileges of sale or rental of a dwelling because of a disability of (1) that person, or (2) a person residing in or intending to reside in that dwelling after it is rented or made available, or (3) any person associated with that person. 42 U.S.C. § 3604(f)(2); 24 C.F.R. §§ 100.202(b) and 100.50(b)(2).
3. Discrimination under 42 U.S.C. § 3604(f)(1) and (f)(2) 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); 24 C.F.R. § 100.204.
4. The Act defines an "aggrieved person" to include any person who claims to have been injured by a discriminatory housing practice. 42 U.S.C. § 3602(i)(1); 24 C.F.R. § 100.20.

B. Parties and Subject Property

5. Complainant **NAME REDACTED** is an individual with a disability within the meaning of the Act. 42 U.S.C. § 3602(h); 24 C.F.R. § 100.201.
6. At all times pertinent to this Charge, Rine Inc. owned a single-family home located at **ADDRESS REDACTED**, Pensacola, Florida **ADDRESS REDACTED**. ("Subject Property").
7. The Subject Property is a "dwelling" within the meaning of the Act. 42 U.S.C. § 3602(b); 24 C.F.R. § 100.20.
8. From November 2017 through July 2021, Complainant **NAME REDACTED** lived at the Subject Property.
9. From Fall of 2020 through July 2021, Complainant **NAME REDACTED**, Complainant **NAME REDACTED**'s son, also lived at the Subject Property.

10. Complainants are an aggrieved individuals as defined by 42 U.S.C. § 3602(i) who have suffered damages as a result of Respondent's conduct.

C. Factual Allegations

11. On November 22, 2017, Complainant **NAME REDACTED** entered into a rent to own agreement ("2017 Agreement") for the Subject Property with Rine, Inc.

12. Respondent Faircloth knew Complainant **NAME REDACTED** was disabled. Complainant **NAME REDACTED** identified her income as deriving from Social Security Disability and is listed as "disabled" on the application for the 2017 Agreement.

13. The "Pet" section of the 2017 Agreement is crossed out. The crossed out "Pet" section states that "no pets bird, fish, or other animals of any kind, permanent or visiting, indoor or outdoor shall be permitted on the premises without prior written consent of the lessor."

14. During the Fall of 2020, Complainant **NAME REDACTED** moved into the Subject Property to assist his disabled mother.

15. On January 26, 2021, Complainant **NAME REDACTED** entered into another rent to own agreement ("2021 Agreement") for the Subject Property with Rine, Inc.

16. The "Pet" section of the 2021 Agreement is crossed out, with a handwritten note which states "allowed in original lease." Like the 2017 Agreement, the crossed out "Pet" section also states that "no pets bird, fish, or other animals of any kind, permanent or visiting, indoor or outdoor shall be permitted on the premises without prior written consent of the lessor."

17. On March 18, 2021, Respondent Faircloth emailed Complainant **NAME REDACTED** admitting knowledge of Complainant **NAME REDACTED**'s presence in the home stating, "I assume **NAME REDACTED** is living in the home, which also violates our lease agreement, something else I chose to overlook."

18. On March 20, 2021, Respondent Faircloth emailed Complainant **NAME REDACTED** offering the option to stay until the end of his lease, by stating "if you choose not to purchase, your current lease does not expire until September. You are welcome to stay for that period or feel free to move without penalty."

19. On May 14, 2021, Respondent Faircloth served Complainants with an eviction notice alleging lease violations due to unauthorized pets and occupants.

20. That same day, Complainant **NAME REDACTED** provided Respondent Faircloth with an ESA letter dated October 14, 2017, claiming a disability requiring emotional support animals to assist with symptoms, daily activities, and quality of life.

21. On May 15, 2021, Complainant **NAME REDACTED** re-sent the ESA letter electronically.
22. On May 16, 2021, Complainant **NAME REDACTED** emailed Respondent Faircloth requesting permission to have a live-in aide to assist her with her day-to-day functions.
23. On May 21, 2021, Respondent Faircloth served Complainant **NAME REDACTED** a 7-day eviction notice citing unauthorized occupants and pets, irrespective of previous requests for accommodations for the live-in aide and ESAs.
24. On May 23, 2021, Complainant **NAME REDACTED** emailed Respondent Faircloth's attorney, DeWitt Clark, requesting a response to accommodation requests and attached a medical letter verifying her need for a live-in aide and ESAs due to her disability.
25. On May 27, 2021, Complainant **NAME REDACTED** followed up with Mr. Clark, stating she had not received a response to her accommodation requests. She also mentioned the possibility of finding a new home by June 15, 2021.
26. On May 27, 2021, Mr. Clark sent an email to Complainant **NAME REDACTED** which stated that Respondents agreed to her leaving on June 15, 2021.
27. Respondent Faircloth and Rine Inc. initiated eviction proceedings on June 30, 2021, citing lease violations involving pets and unauthorized occupants. Complainants vacated the premises in July 2021, leading to the eviction proceedings dismissal on July 21, 2022.
28. Respondents denied Complainant's request for a live-in aide and ESA.
29. As a result of Respondent Faircloth's discriminatory conduct, Complainants suffered actual damages, including but not limited to economic loss, lost housing opportunity, and emotional distress.

D. Fair Housing Act Violations

30. As described in the paragraphs above, Respondent Faircloth discriminated against Complainants in the sale or rental of a dwelling based on disability when he refused to grant her requests for reasonable accommodation and made housing unavailable to Complainant. 42 U.S.C. §§ 3604(f)(1) and (f)(3)(B); 24 C.F.R. §§ 100.202(a) and 100.204(a).
31. As described in the paragraphs above, Respondent Faircloth discriminated against Complainants in the terms, conditions, or privileges of the rental of a dwelling based on disability when they refused to grant Complainant's request for a reasonable accommodation by declining a live-in aide and ESA. 42 U.S.C. §§ 3604 (f)(2) and (f)(3)(B); 24 C.F.R. §§ 100.202(b) and 100.204(a).

III. CONCLUSION

WHEREFORE, the Secretary of HUD, through the Office of Regional Counsel in the Atlanta Regional Office, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents with engaging in discriminatory housing practices in violation of the Act, and requests that an Order be issued that:

1. Declares that Respondent's discriminatory housing practices, as set forth above, violate Subsections 804(f)(1), (f)(2), and (f)(3)(B) as defined by Section 42 U.S.C. 3604 (f)(1), (f)(2), and (f)(3)(B) of the Fair Housing Act, 42 U.S.C. §§ 3601-3619;
2. Enjoins Respondent further violations of the Act, pursuant to 42 U.S.C. § 3612(g)(3);
3. Requires Respondent to attend, at Respondent's expense, training that addresses the Act's prohibitions against discrimination based on disability, pursuant to 42 U.S.C. § 3612(g)(3);
4. Awards such damages as will fully compensate Complainant for any and all damages caused by Respondent's discriminatory conduct, pursuant to 42 U.S.C. § 3612(g)(3);
5. Assesses the maximum civil penalty against Respondent for each violation of the Act that Respondent has committed, pursuant to 42 U.S.C. § 3612(g)(3); and
6. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted on this 30th day of September 2024.



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