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By: Farngh-Yi D. Foo
Deputy Attorney General
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T.D., Complainant, v. Harbortown Sail, LLC, Respondent.

DCR DKT NO. EN39WB-64767

CONSENT ORDER AND DECREE

THIS MATTER was commenced on August 6, 2016, when T.D. ("Complainant") filed a verified complaint with the New Jersey Division on Civil Rights (the "Division") against Respondent Harbortown Sail, LLC ("Respondent") alleging that Respondent discriminated against her based on her disability in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49 when it denied her request for an accommodation to its no-pet policy; and

WHEREAS, Harbortown Sail is a townhome-style condominium community located in Perth Amboy in which Respondent owns and rents 55-units to tenants; and

WHEREAS, Respondent permits unit-owners one domestic pet per unit but maintains a no-pet policy for renters; and

WHEREAS, Middlesex Management Inc. ("MMI") located at 90 Woodbridge Center Drive; Woodbridge, New Jersey, performs property management tasks related to Harbortown Sail on behalf of Respondent; and

WHEREAS, Complainant suffers from several medical conditions (including lupus, diabetes, and neuropathy) and per the suggestion of her medical provider, obtained an emotional support dog to alleviate the chronic pain and anxiety caused by her conditions; and

WHEREAS, Complainant on or about September 10, 2015 requested an accommodation to the rental no-pet policy by providing a letter from her treating physician on his letterhead to MMI; and

WHEREAS, MMI denied the request acknowledging the detail of her doctor's letter but requiring his opinion to be on prescription pad; and

WHEREAS, Respondent thereafter brought eviction proceedings against Complainant and her husband due to the breach of the rental no-pet policy; and

WHEREAS, Complainant thereafter removed the emotional support dog from the unit; and

WHEREAS, Respondent at all times denied and continues to deny the allegations; and

WHEREAS, the Division conducted an investigation of the allegations and on June 2, 2017, issued a finding of probable cause; and

WHEREAS, the parties engaged in conciliation efforts; and

WHEREAS, it is now the intention of the parties to amicably settle, compromise, and resolve in good faith, the differences and disputes that exist or may exist between them, and the parties desire to settle the matter without the necessity of a public hearing;

NOW THEREFORE, it is on this 27th day of PER, 2018 ORDERED AND AGREED as follows:

LAD COMPLIANCE

1. Although disputing any and all allegations of discrimination in its entirety, Respondent agrees to comply with the New Jersey Law Against Discrimination ("LAD"), N.J.S.A.

10:5-1 et seq., and agrees not to discriminate against any resident, tenant or apartment applicant on the basis of race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, familial status, disability, nationality, or source of lawful income used for rental or mortgage payments, including taking any action or establishing any practice or policy that has the effect of discriminating against a person or persons on any of the foregoing bases.

2. Respondent shall not engage in any act prohibited by the LAD, including any retaliatory conduct against Complainant, against members of Complainants' immediate family, or against any participant in these proceedings, or allow any of its employees or agents to engage in any such conduct.

3. Respondent agrees to comply with all posting and notice requirements for landlords pursuant to N.J.S.A. 10:5-12j and N.J.A.C. 13:8-1.3. The required notices shall be displayed in both English and Spanish in public areas maintained by Respondent or its agents and visible to prospective tenants. The notices to be displayed pursuant to this paragraph may be obtained from the Division's website, www.njcivilrights.gov.

EQUITABLE RELIEF

4. By no later than thirty (30) days from the execution of this Agreement, Respondent shall review and revise its policy for reviewing and processing requests for an accommodation to Respondent's no-pet policy ("Revised Policy") to ensure its compliance with Federal and State fair housing laws. At minimum:

- a. Respondent shall remove its requirement that all documentation be provided to Respondent on a medical prescription pad; however, it may advise applicants or tenants seeking an accommodation to its no-pet policy that it has a preference for

receiving documentation from a medical provider (physician or mental health provider) on prescription form or on letterhead containing the physician's or mental health professional's license number; and

- b. Respondent's review of the documentation supporting such a request shall be limited to whether the applicant or tenant has a bona fide disability-related need for the animal and whether the animal would alleviate one or more identified symptoms stemming from that disability; and
- c. Respondent and its agents shall review on a case-by-case basis any supporting medical information provided by an applicant or tenant requesting such an accommodation; and
- d. If Respondent is not satisfied with the initial medical information supplied, such as it seeks confirmation that the medical provider has treated or is treating the applicant or tenant, it will notify the applicant or tenant of its limited, specific concern and permit the applicant or tenant an opportunity to provide it with additional information; and
- e. Respondent shall acknowledge that there is a distinction between a service animal, such as a service dog, and an emotional support animal. As defined under the LAD, service dogs are not considered pets and shall be entitled to full and equal access to all housing accommodations.

5. A copy of this Revised Policy shall be sent to Elizabeth Russian, Housing Manager, New Jersey Division on Civil Rights at 140 E. Front Street, 6th Floor, Trenton, New Jersey, 08625-0090 or via email at Elizabeth.Russian@njcivilrights.gov and Deputy Attorney General Farn-Yi Foo, NJ Attorney General's Office – Division of Law at 124 Halsey Street; 5th Floor; P.O. Box 45029; Newark, New Jersey, 07101 or via email at Farn-Yi.Foo@law.njoag.gov.

6. By no later than forty-five (45) days from the execution of this Agreement, Respondent shall disseminate a copy of this Revised Policy to all employees and agents who receive, review, and process or otherwise are involved with requests for accommodations to Respondent's no-pet policy. Agents shall include MMI employees or employees of other companies who perform management tasks for Respondent,

7. Respondent shall arrange for training on federal and state fair housing laws and Respondent's Revised Policy to all employees and agents identified under paragraph 6. Such training shall be conducted by a person with knowledge on federal and state fair housing laws and shall include an explanation of service animals, support/assistance animals, and the distinction between these two categories. Employees or agents receiving this training shall have the opportunity to ask questions. Respondent shall inform the Division of the date, time and location of the training session or sessions. Respondent will permit one or more representatives of the Division to attend any or all sessions. The Division will inform Respondent if it intends to send any representatives. Respondent will provide any materials used in these sessions, including but not limited to handouts and a copy of any PowerPoint slides. All training shall be completed within ninety (90) days from the execution of this Agreement. Upon completion of this training, counsel for Respondent shall certify that such training has been completed, provide the number of individuals trained, and provide the date on which each individual completed the training. Notification of compliance with this paragraph shall be sent to Elizabeth Russian, Housing Manager, New Jersey Division on Civil Rights at 140 E. Front Street, 6th Floor, Trenton, New Jersey, 08625-0090 or via email at Elizabeth.Russian@njcivilrights.gov and Deputy Attorney General Farng-Yi Foo, NJ Attorney General's Office – Division of Law at 124 Halsey Street; 5th Floor; P.O. Box 45029; Newark, New Jersey, 07101 or via email at Farng-Yi.Foo@law.njoag.gov.

RELIEF TO COMPLAINANT & RELEASE

8. Without admitting the allegations set forth in the Finding of Probable Cause dated June 2, 2017, Respondent shall pay the total sum of ten thousand dollars (\$10,000) to Complainant, in full settlement of all claims and damages arising from the allegations asserted in the Verified Complaint filed in this matter on August 6, 2016, and assigned DCR Docket No. EN29WB-64767 and the complaint filed with the U.S. Department of Housing and Urban Development (“HUD”) assigned Federal Charge No. 2-16-4393-8. Respondent shall pay this amount by check or money order made payable to Complainant within fifteen (15) days of its receipt of this fully-executed Agreement. The check shall be mailed to Elizabeth Russian, Housing Manager, New Jersey Division on Civil Rights, 140 E. Front Street, 6th Floor, Trenton, New Jersey 08625-0090, for delivery to Complainant. A copy of this check shall be sent to Deputy Attorney General Farn-Yi Foo via email at Farn-Yi.Foo@law.njoag.gov.

9. Respondent agrees not to charge Complainant or Complainant’s husband with any costs or attorneys’ fees relating to this matter. Any such costs or fees already placed on Complainant and Complainant’s husband’s account shall be removed.

10. Complainant may submit a future request for an accommodation to the no-pets policy and Respondent shall review such a request pursuant to the Revised Policy.

11. By accepting relief in paragraph 8, supra, Complainant expressly waives, releases, and gives up any claims that have been or could have been asserted in the Verified Complaint with the DCR Docket No. EN29WB-64767 and the HUD complaint with the Federal Charge No. 2-16-4393-8.

MISCELLANEOUS

12. This Consent Order and Decree shall have the same force and effect as a cease and desist order issued by the Director pursuant to N.J.S.A. 10:5-19 and shall operate as a complete and final disposition of the aforesaid verified complaint, subject only to the fulfillment of all the foregoing provisions.

13. In the event that Respondent defaults with respect to any provision herein, which would include failing to timely comply with the payment provision set forth in paragraph 8, Respondent hereby consents to the entry of this Consent Order and Decree in the Chancery Division of the Superior Court of New Jersey, thereby making this Consent Order and Decree an order of the Court for enforcement therein. Where a dispute arises regarding the Respondent's compliance with paragraphs 4 to 7, the Division and Respondent shall first attempt in good faith to resolve the dispute before seeking the court's intervention. The Division shall provide Respondent with the specific details of the alleged noncompliance in writing and Respondent shall be afforded a fifteen (15) day period within which to cure any noncompliance.

14. This Consent Order is executed in settlement of all the allegations and potential allegations against Respondent as set forth in the verified complaint filed with the Division (Docket No. HM25MB-66066), as well as all claims filed with HUD under Federal Charge No. 2-16-4393-8. This includes all claims arising out of the Complainant's tenancy in Harbortown Sail that relate to her request for an accommodation to the rental no-pet policy. Nothing herein shall be construed to otherwise limit the authority of the New Jersey Attorney General or the Director of the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey, including LAD enforcement against Respondent for matters not resolved through this Consent Order.

15. This Consent Order constitutes the entire agreement between the parties. There are no other agreements, promises, understandings, obligations, covenants or representations between them. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties.

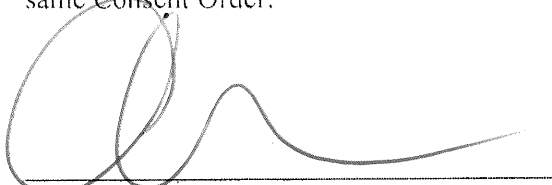
16. This Agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey.

17. The parties to this Consent Order represent that a person authorized to sign a document legally binding each party to its terms has signed this Consent Order with full knowledge, understanding, and acceptance of its terms.

a. Complainant acknowledges that she has had the opportunity to review all terms of this Agreement and the opportunity to employ the assistance of counsel of her choosing as to its effects and understands her obligations.

b. Respondent acknowledges that it has had the opportunity to review all terms of this Agreement and the opportunity to employ the assistance of counsel of their choosing as to its effect and understands its obligations.

18. Any signature for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Consent Order.



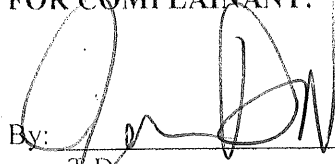
CRAIG SASHIHARA, DIRECTOR
OF THE NEW JERSEY DIVISION
ON CIVIL RIGHTS

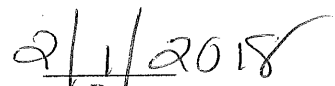


DATE

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER:

FOR COMPLAINANT:

By: 
T.D.


Date

FOR RESPONDENT:

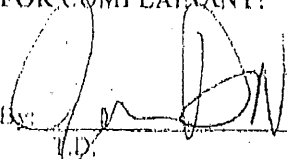
Respondent Harbortown Sail, LLC

By: _____
Name:
Title:

Date

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER;

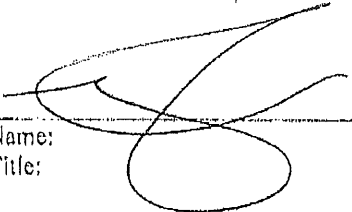
FOR COMPLAINANT:

By: 
Name: _____
Title: _____

2/1/2018
Date

FOR RESPONDENT:

Respondent Harbortown Sail, LLC

By: 
Name: _____
Title: _____

2/22/18
Date

FDF

EVAN PARADIS
MANAGING MEMBER