

RETALIATION CASES

Dittmar v. Elite Properties of Iowa, LLC and Miell

Ms. Dittmar and her three children sought to rent a three bedroom apartment from Miell, he refused and instead rented a two bedroom house to her family. Ms. Dittmar filed a fair housing complaint alleging sexual discrimination for refusing to rent her the 3-bedroom apartment and charging her a \$645 deposit. While this complaint was under investigation, the Respondents terminated Ms. Dittmar's month-to-month lease even though she was current on rent and otherwise in good standing as a tenant. Ms. Dittmar amended her original complaint to include retaliation. HUD found that no reasonable cause existed to believe that Ms. Dittmar was discriminated against based on her sex. Respondents failed to respond to the retaliation charge and a default was entered against them. When HUD investigators contacted Mr. Miell regarding why the lease was terminated, he stated there was no reason, that the lease was just for three months and it was "time to move on." Respondent twice took Ms. Dittmar to court to try and evict her but the cases were dismissed; the first for improper notices and the second due to Mr. Miell failing to appear at the hearing. The Administrative Law Judge (ALJ) found that Ms. Dittmar suffered anxiety, weight loss, and severe stress as a result of Respondents' actions against her. The ALJ found that Mr. Miell's actions were intentional, outrageous, and public and therefore justified a significant award for emotional distress. In determining the civil penalty to apply, the ALJ considered six factors: 1) The nature and circumstances of the violation; 2) The degree of respondents' culpability; 3) The goal of deterrence; 4) History of prior violations; 5) Respondents' financial resources; and 6) Other factors as justice requires. The ALJ concluded as follows: that Ms. Dittmar was entitled to \$20,150 in emotional distress and actual damages; that a civil penalty of \$16,000 would be levied against each Respondent; that Respondents would be enjoined from collecting rents, late fees, or any other fees from Ms. Dittmar; that Respondents were also enjoined from discriminating or retaliating against a person in violation of the Fair Housing Act; and Mr. Miell was prohibited from engaging in rental activities without first completing fair housing training.

Lee v. Weber

Mr. Lee and his family were seeking to rent a home. He went to the residence to inquire about renting it. The Respondent, a neighbor, emerged from her house and asked what he was doing there and he explained he wanted to talk to the owner about renting the house. She walked over and told him that "his people" as well as "Mexicans, Blacks, and Vietnamese were not allowed to live on that block." She told him that if he did rent the house, he would have "trouble." Two days later, Respondent told the home owner's friend that she did not want him to bring any more of his Hmong friends to see the house. Respondent denied making these statements and told investigators she simply told him he couldn't rent it because it was for sale.

A volunteer tester from a local Fair Housing Council spoke with Respondent and she told the tester that she did not want any Asians or Hmong living next door to her, even if she had to “go to jail” for expressing that view. The Administrative Law Judge (ALJ) found that the Complainant’s witnesses were very credible and found that Respondent did engage in the alleged conduct. The ALJ found that Respondent’s conduct toward Mr. Lee was coercive, intimidating, and threatening in violation of the Fair Housing Act. The ALJ found that Complainant experienced humiliation and emotional distress and awarded \$5,000 to compensate for his injury. The ALJ imposed a civil penalty of \$7,000 to deter her from engaging in future discrimination. Finally, the Respondent was enjoined from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of any right under the Fair Housing Act.

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