

May 13, 2020

Determination

Case Name: Anthony Knaver V. Bruce Mills

Case Number: 04-20-9950-8/PC-

I. Jurisdiction

A complaint was filed h HUD on December 19, 2019 alleging that the complainant(s) was injured by a discriminatory act. It is alleged that the respondent(s) was responsible for: Discriminatory terms, conditions, privileges, or services and facilities; Discriminatory acts under Section 818 (coercion, Etc.); and Failure to make reasonable accommodation. It is alleged that the respondent(s)'s acts were based on Handicap; and Retaliation. The most recent act is alleged to have occurred on January 12, 2019. The property is located at: 5036 22nd. Ave. N, St. Petersburg, FL 33710. The property in question is exempt under: Single Family Home. If proven, the allegation(s) would constitute a violation of Article II, Division 3 of Chapter 70 of the Code of Ordinances of Pinellas County, Florida and Sections 804b or f, 818, and 804f3B of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

The respondent(s) receive no federal funding.

II. Complainant Allegations

Anthony Knaver (CP) is a disabled male who with his partner, Ashley Nikolopoulos, formerly resided at 5036 22nd. Ave. N, St. Petersburg, FL, 33710. The Property is owned and managed by Bruce A. Mills (R Mills). (R Mills) according to property appraiser records owns three (3) properties in the State of Florida and according to the CP used Craigslist to advertise the above-mentioned property.

CP states the following "In September 2018, Myself, my domestic partner, Ashley Nikolopoulos, my Emotional Support Animal, Maverick, and three other roommates: Karley Allen, Alex Travers, Dan Steel and his two small dogs began seeking to rent a "pet-friendly" house in St. Petersburg with a lease starting in October, as we had to be out of our Largo house by then.

"On September 21, 2018, Karley Allen and I met with a prospective landlord, Bruce A. Mills R Mills), at 5036 22nd Ave N, St. Petersburg, FL 33710, to meet, view, and discuss renting the house. We had seen his listing for the house on Craigslist, where we had posted our own ad seeking "Dog-friendly housing".

"I told Mr. Mills (R Mills) about my dog, Maverick, who serves as an Emotional Support Animal (ESA), and how that made him not considered a pet according to the Fair Housing Act (FHA). I told him I had a disability and a doctor's prescription for verification if needed, and briefly started looking on my phone and in my email for a copy, but he told me I could email it to him later. I told him that we needed pet-friendly housing for Dan's two dogs because his were not ESA's at the time."

"Mr. Mills asked to see photos of the dogs, as well as our Craigslist ad, which I had mentioned to him. I showed him pictures of Maverick, some of which were posted on my ad, which was titled "Seeking dog friendly roommate(s) to split house St Pete October". I also showed him photos of Dan's dogs. He told us he loved dogs and then showed us some photos of his dogs in turn."

“After giving verbal permission for all three dogs to live there with we five roommates - an obvious precondition to us choosing to rent from him – as evidenced by our Craigslist ad - Mr. Mills and I began negotiating several repairs that the house needed. I asked if he would be willing to extend the fencing in the backyard and make the fencing taller so that my dog could not jump over the fence to chase squirrels. He agreed to extend the fence and replace the shorter sections with taller ones, as well as several other repairs that were to be completed before we paid our deposit, first month and last month of rent all in advance (as he required) and moved in. Mr. Mills (R Mills) informed us there were a couple “active codes” with the city building department that were simply pending inspection from the city: “nothing to worry about.”

“On September 24, Mr. Mills (R Mills) asked me to email him my Craigslist ad again so he could read it, and I obliged. The ad had described us roommates and the dogs, and the type of roommate and housing situation we were looking for, so I believe he wanted to see how we described ourselves, and perhaps see the photos of the dogs again. I emailed him the link and told him to please let me know when he was done reading it so I could take the ad down. We had already verbally agreed to rent from Mr. Mills (R Mills) after negotiating the repairs at this point, and I wanted the ad removed so that other landlords and prospective roommates would stop trying to contact me.”

“Mr. Mills (R Mills) was anxious to get the house rented and became concerned with getting everyone’s background and credit checks, references and proof of income for all 5 of us roommates, as well as our \$6,600 (deposit, first month, last month rent - \$2200 x 3) as soon as possible. Once we satisfied these requirements, the conversations with him involved the agreed-upon repairs and getting the utilities transferred to our names from his. He was getting impatient and reconsidering renting to us, but we were in turn getting frustrated with his lack of progress on the agreed upon repairs, which were supposed to be done before any money changed hands and before we took possession of the house.”

“As the lease start-date of October 13 approached, it became clear that Mr. Mills (R Mills) was not going to have the majority of repairs ready before we moved in. Being out of options, we agreed to sign the lease anyway and give him all of the money, trusting him to continue working on the agreed upon repairs and fixing them as soon as possible. He (R Mills) had finished putting up the taller sections of fence and made it so the backyard was secure enough for the dogs not to escape, which was our primary concern.”

“On October 12, 2018, the day before the lease start date and move-in, we met to sign the lease. During lease signing, while we were going through written changes he (R Mills) had made to the lease (number of cars allowed, late payment policy, utilities, etc.), Mr. Mills said of the generic, unmodified Pets Clause “And no more pets besides the dogs we discussed, without my (R Mills) permission.”

“Dan Steel and I agreed we would not get any more pets. Dan and I even joked with him about getting snakes because they were mentioned in the generic pet clause section of the generic lease. The other roommates were present at the house with us to sign the lease as well, in the dining room. As such, Mr. Mills (R Mills) left the generic Pets Clause unmodified. We didn’t ask him to cross out the Pets clause of the lease because he wanted it to remain so that we did not get any additional pets.”

“Bruce reminded me that I still needed to send him my ESA letter, and I told him I would when I returned home to my laptop.”

“Dan and I did not think it necessary to get written permission at lease signing because we deemed it unnecessary due to Mr. Mills (R Mills) giving us verbal permission to have all 3 dogs, him agreeing to extend the fence and make it taller, and us having spoken about the dogs several times on the phone, via email and text, as well as in our Craigslist ad. I also knew that the Pets Clause

didn't apply to my ESA anyway."

"Knowledge of and permission for all 3 dogs (one ESA and two pets) to be at the house was evidenced by Mr. Mills in text messages, email, and his physically coming to the house several times after we moved in to do repairs. He saw the dogs each time and even texted or called us to make sure they were put up so he (R Mills) didn't have to worry about leaving the gate shut while he entered and left the backyard."

"On October 16, 2018, I spoke with Mr. Mills (R Mills) on the phone and via text message to discuss switching the utilities from his name to my name. In the text message, I reminded myself to send the ESA letter by telling him I was going to send it via email. I texted: "Water is switched to my name. Duke is too. Going to send you an email shortly about Maverick."

"On Friday, October 19, 2018, I texted with Mr. Mills (R Mills) about Maverick being put up in the house so that he was free to come through the backyard and do repairs. I said "Maverick is in the main house with Karley..." He replied "Maverick is a nice name, I'll visit him and get to appreciate him some. Only saw him once."

"Mr. Mills (R Mills) was at the house for several days doing repairs: Fri, Sat, Sun, Mon, October 19, 20, 21, 22. He saw Maverick in the yard, petted him, complimented him several times over this period. All 4 roommates will affirm this."

"On Monday October 22, 2019, in the afternoon, after Mr. Mills (R Mills) left the house, I was texting with him about him still having the mailbox locked and us needing to get our mail. This is when he first brought up his concern with Maverick being a "pit", despite seeing pictures of him and seeing him in person several times before that. He was concerned that his homeowners insurance could be canceled for the dog "being a pit". I sent him two links to legal websites that I had saved regarding landlord liability for tenant's dogs, reassuring him that he would never be liable for a tenant's dog if anything were to ever happen, that I would be liable, and that his homeowner's insurance would never come into play. He (R Mills) replied "Good."

"On October 31, 2018, I informed Mr. Mills that we saw an opossum or a rodent go into the crawl space under the house. He (R Mills) offered to bring his pellet gun, and said "A good dog or cat would catch it." I said I didn't want Maverick catching fleas or bugs or other diseases chasing the rodent under the house."

"On November 1, 2018, I notified Mr. Mills that our toilet was leaking sewage from the bottom and asked him to please come by and fix it or to send someone. Mr. Mills denied that it was his responsibility to fix the toilet that had been loosened from the base due to the bolts underneath being rusted and breaking. Mr. Mills appeared to be annoyed and agitated with the continued repair requests that I had made before, during, and after move-in on behalf of myself, my girlfriend and our other three roommates."

"He (R Mills) then began bringing up Maverick and the Pet Clause of the lease and threatening to evict Ashley, Maverick and I. He pretended he never knew anything about Maverick, never gave his permission, and that he would send me a Notice of Noncompliance for having the dog. He (R Mills) said I would have 7 days to cure (get rid of the dog), or he would start eviction."

"Mr. Mills was told about Maverick and his ESA status and gave permission for him and the other 2 dogs to live with us when we first met him and saw the house. When he began to threaten me with eviction, I emailed him yet again another copy of my ESA doctor prescription and requested accommodation, on November 1. I also sent via certified mail an additional copy, along with a formal letter requesting a repair and stating other issues with the lease, on November 2, 2018, to Mr. Mills at his home in Thonotosassa. He received this letter."

"Mr. Mills discriminated and retaliated against me for the toilet repair dispute only after I informed him of the law regarding Landlord Responsibility for Habitability, with website links, showing whose responsibility it is to fix/pay for a toilet that leaks sewage. Mr. Mills had never had a problem with Maverick nor me before this plumbing repair dispute. He threatened me with eviction despite the fact that he was made aware of my disability and Maverick's ESA status - that an ESA is not a pet and the pet policy therefore cannot apply."

"On November 2, 2018, Mr. Mills sent an email to all roommates/tenants with an attachment titled "**tony knaver and friends.pdf**", which turned out to be his way of sending a legal written Notice of Noncompliance. Some excerpts of the email:

"I have a hard and fast rule on canines. and Maverick is not welcomed here. Neither is Tony for his violation of the lease and omission of owning a dog, a non dog, a support entity. life form.."

"May Tony realize some day, that landlords are not Tony's Personal Handyman Service. May Tony apply his creative research into "rights" towards a creative and productive stream of positive energy, solar energy. happy energy."

"Tony also needs to learn to read, because the lease is meant to be' read and observed. the signatures are there for a legal reason. There should be no misunderstanding of the intent of each topic on a lease."

"The table of discussion is open about some of you maybe staying on with out Maverick or his owners. please see Attached notice. the clock starts today. seven days to bring compliance. or not."

The Notice of Noncompliance form that was attached stated:

You are hereby notified that by the commission of the following acts you are in violation of your lease agreement:

1. The paragraph about pets states that any dogs or pets, other than those listed, are required to have the owners consent in writing. I was never made aware of Maverick ; no documentation exists to support my approval.

2.Inoperable cars are not allowed. 3.All cars require insurance and florida registration. 4. renters are required to maintain the residence as was found, breaking or misuse of toilet is evidenced. 5.provide all medical records on all dogs.

PURSUANT TO FLORIDA STATUTES SECTION 83.56 (2)(a), DEMAND IS HEREBY MADE THAT YOU REMEDY THE NONCOMPLIANCE WITHIN SEVEN DAYS OF RECEIPT OF THIS NOTICE OR YOUR LEASE WILL BE DEEMED TERMINATED AND YOU SHALL VACATE THE PREMISES UPON SUCH TERMINATION."

"The "inoperable cars" part was a specific attack on me because I had told Mr. Mills the week before that my car was having issues and I could not drive it until I got it repaired. He (R Mills) had even asked if he could help me fix it at the time, but now he was using it as another way to retaliate against me."

"After the roommates and I had remedied every other "act of noncompliance" besides removing MY ESA dog, Mr. Mills decided to move forward to begin the eviction process against me. The only way for me to "cure" would be for me to get rid of my ESA or move out."

"Dan Steel was never asked to provide any documentation for his two dogs, and Mr. Mills never asked for nor received a written request for permission from Dan to stay with his two dogs. He

was simply not targeted for eviction for having dogs without written permission. Only I was targeted.”

“Mr. Mills also retaliated by keeping our entire \$2,200 deposit after we thoroughly cleaned out the house. He even remarked to all of us during the final walk-through “Wow, I’ve never seen the house so clean.” All five roommates were witness to the walk-through and his remarks. He never mentioned any of the “damages” during the walk-through. Mr. Mills never provided any written notice via certified mail within the required 30 days after move-out of the itemized damages and costs that were to be deducted from the deposit.”

“I was also undergoing chemotherapy for cancer during the time. During this whole episode, the disputes, threats, and harassment caused me great emotional and physical stress and greatly exacerbated the effects of my chemotherapy. I was unable to physically work throughout the whole dispute and move to our new house. I was able to work most days during chemotherapy before the disputes started on November 1st. I only began to feel well enough to work again after we had settled into our new home, in January of 2019.”

“Examples of the physical and mental stressors faced during my chemotherapy include: the original searching for a house, meeting with Mr. Mills, signing the lease, physically packing, loading, moving, unloading, unpacking; communicating with him repeatedly to fix things he had promised would be fixed and was supposed to fix before we even moved in; disputing with him over a toilet leaking sewage, my ESA, a broken water pipe that was actively gushing water, housing code violations, and other repairs he never fixed; worrying that we would have an eviction on our records and not be able to find a place to live; fielding his harassing and abrasive communications throughout the dispute; consulting with lawyers (who we ultimately did not hire based upon their recommendations); having to do my own legal research; drafting, revising, and sending certified written letters and notices, searching online and in person for yet another new house, physically packing everything up, loading, moving, unloading, and unpacking all over again.”

The toilet leak that began the dispute was not repaired for weeks after I first notified the landlord (R Mills) of it, so we had to endure our toilet leaking sewage after every flush for that timeframe.”

“He (R Mills) also rented the house to us with several serious building violations and was told by the city he was not allowed to rent the house until they were remedied. The garage area when Ashley and Maverick and I lived was not zoned for occupancy, did not have heat, had a door that did not shut and seal all the way (inspector took photos).”

“Bruce Mills also threatened to shut the electricity off on us several times, which is strictly illegal.”

“While going through old emails to collect more evidence and refresh my memory prior to finally filing this complaint, I found an email where Mr. Mills had sent me a copy of a DIFFERENT generic lease, because Dan Steel had wanted to review it before we agreed to rent. But the version Mr. Mills sent to me, that I forwarded to Dan, ended up not being the lease we actually signed. Upon reflecting, I believe Mr. Mills intentionally produced a different lease for us to sign when the time came.”

“In hindsight, I believe Mr. Mills may have intentionally provided us with an alternate lease to sign, different than the one he had sent us to review. I believe he did this so that we wouldn’t have the opportunity to fill in the number of dogs he had allowed us to have. By providing us with a different lease with a No Pets Policy, he could therefore claim ignorance of allowing the dogs to be there, should he ever need a reason to evict us. After doing research online, speaking to neighbors and the Codes Compliance manager for St. Petersburg, Nazli Wells, we learned that he has tenants constantly in and out of that house. He told us himself he has had to

evict too many people, which is why he was so thorough with getting our references, background and credit checks, and proof of income. We researched him after he threatened eviction and found at least one previously filed complaint on Mr. Mills from a previous tenant whom he harassed and neglected his landlord repair duties with. Neighbors also told us that he was evicting people on technicalities. I believe it was/is his MO to find tenants, charge them an exorbitant \$6,600 to move in (\$2200 each first month, last month, and security deposit), and then shortly after find some reason to evict them to keep their last month's rent and/or deposit."

CP Knaver believes that the Respondent's actions constitute a violation of the Fair Housing Laws.

III. Respondent Defenses

The respondent claimed they were not jurisdictional under the FHA due to having one property, due not using a realtor or other professional in the business and due to not having enough transactions as an agent or principal to be covered by the law.

IV. Findings and Conclusions

A. FINDINGS:

9/21/2018 Cp meets respondent landlord. Begins negotiating repairs of the rental. (B-1)
9/24/2018 Respondent landlord asks cp to see their On-line advertisement again; (B-4)
10/13/2018 Lease signed; (B-6)
10/19/2018 (9:16am) Text between cp and allegedly respondent Mills wherein Mills states "Maverick is a nice name, I'll visit him and get to appreciate him. Only saw him once." (B-4)
11/1/2018 (11:44am) Cp emails respondent Mills copy of note to respondent with link to support animals (Google search page results with HUD Fair Housing as top results), and attachment of "Notice of Emotional Support Animal". (B-4)
11/1/2018 (11:49am) Cp requests that leaky toilet be fixed under threat of withholding rent. (B-4)
11/1/2018 (6:47pm) Cp and residents email respondent notifying him of need for repair, of their call to Codes (active Code violations/Ineligible detached garage dwelling) asking for a mutually agreeable lease termination. (B-4, 11/1/2018 email to respondent Mills); (B-4)
11/2/2018 Respondent landlord 'personally posts/emails Non-compliance notice due to the presence of unapproved dog Maverick/inoperative car/Car insurance & Registration required/"breaking or misuse of toilet is evidenced"/"Provide all medical records on all dogs"; (B-1, C-1)
11/2/2018 (10: 21pm) Respondent Mills emails group stating "Maverick is not welcome here. Neither is tony for his violation of the lease an omission of owning a dog. A non dog, a support entity, life form...". In the email to the group, respondent Mills wrote, "Maverick needs to be isolated. ...I will leave if Maverick needs an out door potty time and return when it is safe." (B-4)
11/3/2018 Receipt from HUD of cp's on-line intake submission;
11/4/2018 PCOHR Intake form sent to cp;
11/8/2018 Cp email to Timothy Oh, with a 3-page letter notifying landlord of need for repair, or code violations, that respondent knew and had been informed the cp had an ESA and a request for a mutually agreed upon lease termination. (Letter was dated 11/1/2018, but send Friday, 11/2/18 and incorrectly delayed by the Post Office for days. Letter apparently did not arrive until 11/8 or 11/9. (B-4)
11/9/2018 Respondent emails residents again, states he has to re-send the 7 Day Notice as a matter of law, and was last chance to save tenancy but cp & Maverick were not welcome; (B-4)
11/17/2018 Termination of rental lease signed on this day; Tenants Travers and Steel signed on behalf of all residents. The residents were to vacate on or before 12/13/18 and agreement to apportion part of the security deposit as rent, and \$2,200 to be returned to the cp if no damage present. (B-6)
12/6/2019 Receipt of cp's completed PCOHR intake form;

12/12/2019 Cp files a complaint; (A-1)
1/12/2019 Cp's specified last date of harm due to security deposit being withheld; (B-1)

B. LAW & ANALYSIS:

The cp and his domestic partner, Ashely Nikolopoulos, his support animal Maverick and three other roommates (Karley Allen, Alex Travers, Dan Steel) had moved in during October of 2018. Roommate Dan Steel had two small non-ESA dogs. (B-1)

The cp alleged the respondent landlord was directly retaliating against him (and not his roommates or their dogs) for giving the respondent legal notice for refusing to repair a leaking toilet. Instead, the respondent gave the cp and roommates a 7 day notice to move due to, among various reasons, the presence of the cp's dog Maverick despite being told by the cp it was a support animal under FHA.

The cp believes the catalyst for the termination of the lease was his repeated requests for repairs, particularly a broken toilet.

As a specified reason for the breach of lease, the respondent specifically mentioned the cp and his dog, among other reasons, and had offered the others to stay if the cp and his dog moved out. (B-1)

During the investigation, the respondent claimed not to be jurisdictional under the FHA due to insufficient properties and insufficient rental transactions to be defined as "in the business of renting". (C-1) He has one homestead property in Hillsborough county, and one single family house in Pinellas that is the subject rental in this complaint of discrimination.

Issue of jurisdiction:

Timeliness:

Chapter 70-133 (C) of the Pinellas County Code requires that "an aggrieved person may, not later than one year after an alleged discriminatory housing practice has occurred or terminated, whichever is later, file a complaint with the commission alleging the discriminatory housing practice."

Thus, the cp has one year from the date of the last harm to file with the PCOHR.

He specified the date of his last harm as January 12, 2019, which was the failure to return his security deposit. (A-1)

The cp and his housemates had contractually agreed with the respondent landlord to vacate the premises on or before 12/13/2018, with the return of \$2200 being a provision in the agreement. However, the respondent claimed there were damages, including a dog bite from Maverick, and retained the deposit. During the investigation the respondent clarified that the cp's tenancy termination had nothing to do with the dog bite. (B-6, C-7)

The cp originally submitted his inquiry to the PCOHR on 11/3/2018. In response, the PCOHR sent him an intake form to complete and sign on 11/4/2018. However, the cp returned the signed and completed intake form on 12/6/2019. He signed his perfected complaint of discrimination generated by the PCOHR on 12/12/2019. (A-1, B-1)

The cp filed his complaint of discrimination on 12/12/2019, 364 days from the last day of legal occupancy under his rental termination agreement with the landlord. (B-6)

The cp filed his complaint of discrimination on 12/12/2019, 343 days from the failure to return his security deposit.

Coverage of the respondent:

Regarding coverage of the respondent, the law states the following:

“Sec. 70-104. - Certain sales and rentals exempted.

(a) Except for the prohibitions against discriminatory advertising provided in subdivision III of this division, and subject to subsection (c) of this section, subdivision III of this division **does not apply to:** (1) The sale or rental of any **single-family house by an owner, provided** the following conditions are met: a. The owner does **not own** or have **any interest** in more than **three single-family houses** at any one time. b. The house is sold or rented **without the use of a real estate broker, agent or salesperson** or the facilities of any person in the business of selling or renting dwellings. (2) Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such quarters as his residence. (b) For the purposes of this section, the term **"person in the business of selling or renting dwellings"** means any person who: (1) **Within the preceding 12 months has participated as principal in three** or more transactions involving the sale or rental of any dwelling or any interest therein; (2) **Within the preceding 12 months has participated as agent, other than in the sale of his own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein; or (3) Is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.** (c) The exemption in subsection (a)(1) of this section applies only to one such sale in any 24-month period.” (Chapter 70)

In the respondent’s main response dated 2/17/2020, the respondent stated he did not own more than three residential properties at more than one time, did not have an interest/title in the proceeds from more than three residential properties, did not use the services of any real estate broker, agent, salesman or other person in the business of selling or renting dwellings, had not engaged in discriminatory advertising, had not participated as an agent in providing sales or rental facilities or services in two more transactions in the prior 12 months and denied owning any dwellings intended for occupancy by five or more families. (C-1)

The respondent stated that Mr. Mills did have more than three different rental transactions with this property in the twelve months prior to the cp moving in, stating the tenants were evicted. The respondent stated that “however, in the twelve months **prior to the service** of this complaint, Mr. Mills has not participated as principal in three or more transactions involving the rental of any dwelling or interest therein.” (C-1)

Thus, respondent Mills claimed he was not jurisdictional under the FHA.

Legal counsel has opined that the requisite number of rental transactions is to be counted from the date of filing. (D-8)

During the investigation the cp claimed the respondent had a detached back garage dwelling which had been rented out to him. However, this was part of the same rental transaction and lease shared with the other residents, making it the same, singularly counted transaction.

The cp also stated the respondent’s subject property parcel was listed on the Pinellas County Property Appraiser’s website as “single family-more than one home per parcel” and questioned whether this qualified as a 4th property. However, there was no allegation and/or information of the property having more than one dwelling on it, and/or that was rented to a different individual. It would appear that the actual number of dwellings and transactions are what’s counted in the jurisdictional review, and not the potential number of transactions.

As the respondent only has two properties, he is not covered under the FHA due to the number of properties.

However, the FHA can cover a respondent if they undertake a sufficient number of transactions so as to make them "in the business" under the law. As part of his rebuttal, the cp specified two persons whom the respondent alleged were property managers for him. This goes to the issue of whether the respondent engaged in a sufficient number of transactions so as to be covered by the FHA.

This analysis is below:

Number of transactions to be covered as in the Business:

As indicated by chapter 70, the law would require the respondent to have engaged in 3 rental transactions as a principal, and/or 2 as an agent.

As noted, the respondent has denied having engaged in any residential rental or sales transactions as an agent during the time period of 12/12/2018 to 12/6/2019. As the respondent only has one rental property, with no known other transactions, it is not believed the respondent has been established to be in the business due to rental transactions as an agent.

Regarding residential rental or sales transactions as a principal, specifically how many times the respondent had rented the subject rental property in Pinellas, the respondent replied, "after the departure of Mr. Knaver and his co-tenants, Mr. Mills has had one (1) renter, that is, Dan Anderson. Mr. Anderson moved in in late February, 2019 and still resides there." (C-7)

As to the issue of what parts of the rental event (advertising, obtaining a security deposit, rental increases, rental terminations, 7 day notices, etc.) would constitute a "rental transaction", the county attorney opined that only the act of commencing a rental relationship, and not an eviction, would count as a residential real estate transaction.

Thus, the cp's termination, 7 day notice and/or withholding of a security deposit would not count as a residential rental transaction.

During the investigation it was noted that respondent's 2019 tenant at the subject property, Ben Anderson, had been subjected to an eviction filing by the respondent landlord on October 21, 2019, for failure to pay rent. When contacted, tenant Ben Anderson confirmed he was still living in the respondent's unit with his immediate family as occupants. He stated he had found the unit through his ex-boss in February of 2019, and confirmed he rented the unit without the use of a property manager or realtor/broker. However, he stated they were never given a written lease by the respondent, despite asking for such at the time of initial rental. Anderson stated they were basically paying a weekly amount towards the monthly rent of \$1500. Ms. Anderson stated that when they first moved in, they couldn't afford to pay the whole amount and so had to make weekly payments toward the month's rent. He stated he actually did not owe the respondent the asserted delinquent amount on the eviction notice, but that he agreed to a payment plan with the court to remain a tenant. Anderson stated he did not obtain a written lease until December of 2019.

Thus, the cp was a month to month tenant for the majority of 2019.

Regarding this, the county attorney has opined that such tenancies could be viewed as separate rental transactions.

Regarding this issue, the county attorney opined: "Although there is no on-point Florida case law answering the second question, and the results are mixed in other jurisdictions, I believe that a Florida court would most likely view a month-to-month lease as constituting a new transaction each month (all assuming that the lease does not specific clauses speaking to this). I reach this conclusion in-part because each new month provides for a new opportunity to renegotiate the terms that could be result in a discriminatory practice. Furthermore, I feel this conclusion is

bolstered by the goal of OHR, because under P.C.C. § 70-52, we have an obligation to liberally construe the FHA "to preserve the public safety, health and general welfare, and to further the general purposes stated herein." Thus, in liberally construing all available information, it appears that a month-to-month renewal of a residential lease likely constitutes a separate transaction under Florida law. I end by noting that, as to the second question, reasonable minds can differ as to the answer to it." (D-8)

During the investigation the cp's various rebuttal points regarding jurisdiction were considered. Regarding the City of St. Petersburg Code Re-Let violations, this was not proof of an additional rental transaction but instead the Code enforcement revitalization of a dormant violation (Knaver's 2018 Code violations) once new occupants (Ben Anderson) were discovered by the City Codes Department.

Notably, Code inspector Wells and the Codes report indicated that prior to Anderson moving in, the respondent himself moved to the property. Thus, it would not appear it was rented out to anyone during the time period of December 2018 to February of 2019.

During the investigation the two other purported property managers were called. Their names and telephone number had been reportedly texted to cp Knaver by respondent Mills during their tenancy issues (Asserted property manager Diane Lavender: Repair related/asserted property manager Steve Grant: Return of Security Deposit) Property manager Steve Grant did not recognize the respondent's name and therefore did not believe he had done substantial business with him, and the other Diane Lavender did not return various messages left by the investigator.

Thus, it would appear the only occupants, and thus rental transaction during 2019, was Ben Anderson.

However, as the tenancy payment was essentially weekly or monthly, it could be construed they were separate rental transactions comprising at least three rental transactions as a principal in the preceding 12 months to filing.

Thus, respondent Mills would be covered by the FHA under this interpretation of rental transaction counting.

Issue of Rental agreement Termination:

On 11/17/2018, the Termination of rental lease was signed by the respondent and residents. Tenants Travers and Steel signed on behalf of all residents. The residents were to vacate on or before 12/13/18 and agreement to apportion part of the security deposit as rent, and \$2,200 to be returned to the cp if no damage were present. (B-6)

The agreement stated, "Dan Steel, Alexander Travers, Karley Allen, Anthony Knaver and Ashley Nikolopoulos hereby intend to terminate the lease agreement with Bruce Mills upon surrendering and vacating the premises, which will occur on or before December 13, 2018."

In the agreement, the cp's obligations under the lease were to expire. There was no other language regarding a waiver.

Above the signature lines it was written, "Tenants Travers and Dan Steel are signing this agreement on behalf of the remaining tenants." (B-6)

The cp stated he decided to sign the mutual lease termination because the respondent's behavior was unhinged and vengeful, and his communications capricious and erratic.

Regarding the merits of the case, the reasonable accommodation elements would be:

Denial of an accommodation:

The cp would have to establish:

1. Membership
2. Respondent knew of membership/request made to respondent;
3. Request may be necessary to afford equal enjoyment;
4. Respondent denied the accommodation;
5. No undue burden;

Regarding element #1, the cp submitted a letter From Marina Bota, MD, of "Centerstone", which stated the following:

"Please be informed that Mr. Anthony Knaver is my patient and has been under my care since 2015. I am intimately familiar with his history and with the functional limitations imposed by his emotional/mental health related issue. Due to this emotional disability, Anthony has certain limitations coping with what would otherwise be considered normal, but significant day to day situations. Please note that he would greatly benefit from an emotional support animal. The presence of this animal is necessary for Anthony's emotional/mental health because its presence will mitigate the symptoms he is currently experiencing." (B-4)

The cp stated the date of his support dog prescription was June of 2016. (B-5)

Thus, it is believed the cp has established he is a person with a disability under the FHA.

Regarding element #2, the cp states he informed the respondent on various occasions that he had an assistance animal, and ultimately provided the above letter to the respondent by email on 11/1/2018.

Specifically, the cp alleged that on September 21, 2018, upon meeting respondent landlord Mills to view the unit, he mentioned his dog Maverick was an emotional support animal. The respondent reportedly told the cp to provide corroboration later. (B-1)

According to the cp, on October 12, 2018, the respondent asked the cp to provide the corroboration for the animal.

According to the cp, on October 16, 2018, the cp texted the respondent to state he would email the corroboration for the animal. (B-1)

Roommate Dan Steel stated he personally witnessed the cp inform respondent Mills on two separate occasions about Maverick being an ESA, and to be living with the cp. Once while visiting the dwelling prior to signing the lease, whereupon respondent Mills was reportedly working on repairs, and again when they signed the lease. Steel stated the other roommates had been present as well and witnessed the same communication by the cp to respondent Mills that Maverick was an ESA. (D-9)

Thus, the cp has met element #2.

Regarding element #3, the cp states he made provided written corroboration for Maverick on 11/1/2018, by email and certified mail. The cp stated he emailed his prescription to the respondent on 11/1/2018 immediately after Respondent Mills began to threaten to evict him.

The cp further states he sent a copy by certified mail on 11/2/2018. (B-1, 2nd intake form)

From the submitted note it would appear the Doctor established that the cp was disabled, and that a nexus existed, stating the dog's "presence will mitigate the symptoms he is currently experiencing." (B-4)

Although the nexus information could be further elaborated and/or expanded, it is believed the current information suffices. Thus, it is believed element #3 has been met.

As the cp was asked to leave on 11/2/2018 due to the presence of Maverick, element #4 has been met.

On November 2, 2018, the respondent sent the cp and fellow residents a 7 Day Notice and email. The email stated the following in relevant part:

"I have a hard and fast rule on canines. And maverick is not welcomed here. Neither is Tony for his violation of the lease and omission of owning a dog, a non dog, a support entity. Life form,... The table of discussion is open about some of you maybe staying on with out maverick or his owners...". (B-1)

The 7 Day notice stated they were in violation of their lease because: "1. The paragraph about pets states that any dogs or pets, other than those listed, are required to have the owners consent in writing. I was never made aware of Maverick; no documentation exists to support my approval. 2. Inoperable cars are not allowed. 3. All cars require insurance and Florida registration. 4. Renters are required to maintain the residence as was found, breaking or misuse of toilet is evidenced. 5. Provide all medical records on all dogs." (B-4)

As the respondent has not asserted the accommodation was an undue burden. As such, it is believed the cp has established the elements of a reasonable accommodation request.

Respondent answer:

Regarding the claim of disability discrimination, the respondent denied he sought to terminate the cp's tenancy due to the cp's alleged disability. The respondent stated, "Mr. Mills is a disabled veteran and receives VA Disability Benefits. Mr. Mills has no discriminatory animus towards anyone who is disabled, and in fact, empathizes strongly. **If Mr. Knaver had been honest with Mr. Mills and conducted himself within a reasonable manner, Mr. Mills would have been happy to maintain the tenancy for an indefinite period of time.**" (C-1)

"On numerous occasions, Mr. Mills requested that Mr. Knaver provide some documentation of his alleged disability. He never received such documentation. Mr. Mills also requested documentation showing that Mr. Knaver's dog, "Maverick," was indeed an Emotional Support Animal ("ESA"). After a number of requests, Mr. Mills received a copy of a letter ostensibly received by Mr. Knaver which purported to be a "doctor's prescription." When Mr. Mills followed up on the phone number on the letter, he reached an "800-number" entity, which provides generic ESA prescriptions for utilization in all fifty (50) states without examination." (C-1)

"The combination of Mr. Knaver's failure to provide evidence of his alleged disability, along with the specious documentation of Maverick's alleged status an ESA, leads to the conclusion that Mr. Knaver manipulatively and fraudulently purports to represent Maverick as an ESA for rental, and perhaps other, purposes because Maverick is an aggressive pitbull mix who attacked Mr. Mills, and would be a danger to third parties." (C-1)

The respondent further claimed he was bitten by the cp's dog, stating, "Contrary to Mr. Knaver's representations, Mr. Mills saw Maverick once in the backyard prior to being attacked by Maverick. A few weeks after Mr. Knaver moved in, Mr. Mills, in response to Mr. Knaver's requests, went into the property to do repair work on the door. While he was crouched clown

repairing the door, he was attacked and bitten by Maverick....Mr. Mills was taken by ambulance to the VA hospital, and was treated in the emergency room. Subsequently, and pursuant to medical advice, Mr. Mills requested proof of rabies vaccinations from Mr. Knaver regarding Maverick. This proof of rabies vaccinations was never provided by Mr. Knaver." (C-1)

In support of his position, the respondent submitted two pictures allegedly from Maverick's bite.

Regarding the termination of the tenancy, the respondent stated, "After the service of the 7-Day Notice, Mr. Mills and Mr. Knaver agreed that Mr. Knaver and his co-tenant's would vacate the premises without the necessity of an eviction action." (C-1)

In response to the standard RFI enclosed with initial service letters, the respondent stated they had now written reasonable accommodation policy and that he had not received any other requests for support animals. (C-1, Reasonable Accommodation-Assistance Animal RFI)

Regarding the particular request, the respondent stated, "**There was no written request.** There are no "minutes, correspondence, or other memorialization." There is no governing board or association. **The request was not denied.** However, it is disputed that Maverick was indeed an ESA and it is disputed that Mr. Knaver was legitimately disabled. Moreover, Maverick's status as an aggressive pitbull was misrepresented to Mr. Mills. Mr. Mills was also attacked and bitten by Maverick, while Mr. Knaver made no effort to contain or restrain Maverick. It is respectfully submitted that Mr. Knaver has used a generic. "proforma prescription" obtained by an 800-number on the internet, without any examination of Mr. Knaver or the alleged ESA. There is no evidence of any training or certification of Maverick as an ESA. It appears that Mr. Knaver may have simply obtained a letter by paying a charge to someone holding themselves out on the internet and on an 800-number as a subterfuge for getting landlords like Mr. Mills to rent to him with an aggressive pitbull." (C-1, RFI, q.4)

Regarding the allegation of different terms and conditions, the respondent stated, "There are no "different terms conditions" regarding the policy or procedure regarding Mr. Knaver. Mr. Knaver was not discriminated against clue to his alleged disability. Nor was he retaliated against. His co-tenants have dogs that were appropriately tagged and licensed, and they were welcome to stay. Mr. Knaver has an aggressive pitbull that attacked and bit Mr. Mills. There is no documentation of Maverick being licensed, trained as an ESA, or that Mr. Knaver is indeed disabled.'" (C-1, RFI, q.3)

During the investigation the respondent clarified that the dog bite was not the cause of the 7 Day notice, stating, "the dog bite, per se, was not the deciding factor in terminating the tenancy." (C-7, q.7)

Issue of security deposit:

"Due to the damage to the waterline, the toilet, the door, and the extremely poor conditions in which the premises were left upon vacating, requiring extensive cleaning and touch-ups, the security deposit was withheld. Attached are invoices for repair work caused by Mr. Knaver totaling \$1,780.00. This was not due to any discriminatory animus in any way whatsoever. Nor was it in retaliation for Mr. Knaver's complaints." (C-1)

"It is respectfully submitted that Mr. Knaver's remedy for any dispute regarding the return of his security deposit is appropriate in Small Claims Court under Chapter 83 of Florida Statutes, and is not a Fair Housing Act matter." (C-1)

In support, the respondent included the following (C-1):

1. 12/12/2018 Invoice from Steve Grant: fixed broken toilet, repaired supply line for \$1,117.76.
2. 12/20/2018 Invoice: Removal/repair of broken door/removal of debris/painting for \$662.24.

Analysis:

The cp has established the elements for a reasonable accommodation claim. The respondent was placed on notice of the animal's status as an accommodation. Despite this, the cp was asked to leave due to the presence of the animal.

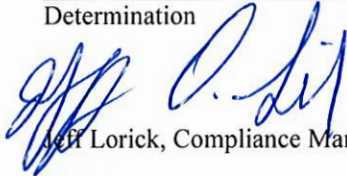
As such, this would be a denial of a reasonable accommodation.

C. CONCLUSIONS:

Therefore, based on the available evidence, we conclude that there is CAUSE to believe that the Respondent may have violated Article II, Division 3 of Chapter 70 of the Code of Ordinances of Pinellas County, Florida on the Complainant's allegations.

CAUSE

Determination


Jeff Lorick, Compliance Manager

Date 5-14-2020

V. Additional Information

Notwithstanding this determination by the Pinellas County of Human Rights, the Fair Housing Act provides that the complainant may file a civil action in an appropriate federal district court or state court within two years after the occurrence or termination of the alleged discriminatory housing practice. The computation of this two-year period does not include the time during which this administrative proceeding was pending. In addition, upon the application of either party to such civil action, the court may appoint an attorney, or may authorize the commencement of or continuation of the civil action without the payment of fees, costs, or security, if the court determines that such party is financially unable to bear the costs of the lawsuit.

The Department's regulations implementing the Act require that a dismissal, if any, be publicly disclosed, unless the respondent requests that no such release be made. Such request must be made by the respondent within thirty (30) days of receipt of the determination to the Field Office of Fair Housing and Equal Opportunity at the address contained in the enclosed summary. Notwithstanding such request by the respondent, the fact of a dismissal, including the names of all parties, is public information and is available upon request.

A copy of the final investigative report can be obtained from:

Paul V. Valenti, Human Rights/E. E. O. Officer