DETERMINATION OF REASONABLE CAUSE

CASE NAME: Morgan Davis v Rickert, Wayne C. d/b/a Palm Grove Village MHP et al.

CASE NUMBER: HUD NO.: 04-25-7946-8/PCOHR NO.: PC-25-016

I. JURISDICTION:

Complainant Morgan Davis (hereinafter "CP Davis") alleges that Respondents discriminated against her on the basis of disability by revoking her request for a reasonable accommodation.

Respondent housing provider Wayne C. Rickert ("RP Rickert") d/b/a Palm Grove Village MHP ("RP Palm"), and managed by Rickert Properties, Inc. ("RP Rickert"). All named Respondents are not exempt under the applicable statutes.

The subject property is located at 9204 66th Street North, lot 63, Pinellas Park, FL 33782. The property in question is not exempt under the applicable statutes.

The most recent alleged discriminatory act occurred on February 14, 2025, and the complaint was timely filed on January 29, 2025, and continuing. On April 1, 2025, the complaint was amended to include the unlawful requirement that CP Davis obtain insurance on the support animals.

If proven, the allegations would constitute a violation of Sections 804(f)(2) and (f)(3)(B) of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988, and Chapter 70 of the Pinellas County Code. Section 804(f)(2) makes it 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 with such dwelling, because of a handicap of, (A)that person; or (B)a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; and Section 804(f)(3)(B) states that 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.

Respondents do not receive federal funding.

II. COMPLAINANT'S ALLEGATIONS:

Complainant Morgan Davis (CP Davis) belongs to a class of persons to whom the Fair Housing Act (the Act) protects because of her disability. CP Davis owns a mobile home located at 9204 66th Street North Lot 63 Pinellas Park, FL 33782. The mobile home park is owned by Wayne C. Rickert d/b/a Palm Grove Village MHP (RP Palm) and managed by Rickert Properties Inc. (RP Rickert). CP Davis requested a reasonable accommodation regarding her support animal and her request was revoked.

CP Davis has a disability that requests the assistance of a support animal. She moved into the property on December 19, 2019, and was granted a reasonable accommodation for her support animals Bella and Poncho. Eventually Bella left the property, and Poncho was the only animal left. On April 29, 2024, CP Davis received a notice regarding her animals. and she advised RP

Palm that they were support animals. A reasonable accommodation request was made and granted on May 13, 2024.

On November 6, 2024, CP Davis received a notice from RP Rickert indicating that her reasonable accommodation was revoked due to nuisance complaints from her neighbors. CP Davis indicates that the complaints made against her support animal are due to neighbors intentionally walking in front of the property to cause him to bark. CP Davis states her support animal is being targeted and is requesting her reasonable accommodation request to be granted.

AMENDMENT:
By letter dated 5/13/2024, I was required by my housing provider to have insurance on my assistance animals to have them. I believe this demand is an unlawful requirement under the FHA and Chapter 70 of the Pinellas County Code.

III. RESPONDENTS' DEFENSES:

The Respondent asserts that, because of CP Davis's mom, Sue Geigle and CP Davis's first assertion that their dogs were Emotional Support Animals took place after they received the 7-day notice of rules violation, Ms. Geigle's statements that she was only fostering one of the dogs that Mr. Meyer deemed necessary to alleviate one or more symptoms of Ms. Davis's disability, the lack of documentation establishing the need for an ESA from one of Ms. Davis's treating physicians and the disciplinary action taken by the Arizona Board of Psychologist Examiners against Mr. Meyer, the Community had serious doubts about the legitimacy of Ms. Davis's request for reasonable accommodation. Additionally, prior to Ms. Geigle and Ms. Davis's assertion that the dogs were Emotional Support Animals, the Community had received multiple complaints about the dogs barking at all hours of the day and night. Nonetheless, the Community decided to conditionally approve Ms. Geigle's and Ms. Davis's request for reasonable accommodation permitting both of Ms. Davis' dogs to be kept at Palm Grove Village under the condition that they agree to abide by Rule 40 and the requirements for keeping a dog in the Community, with a strong warning to Ms. Davis that future complaints about the animals would result in the revocation of the reasonable accommodation ("Warning #3").

In late October -early November 2024, the Community again started to receive complaints about the Davis/Geigle dog(s). One resident called the Sheriff due to the constant barking late at night. A second resident complained that on 4 separate occasions, she documented Morgan Davis walking her dog on the lot of the complainant in an area deemed to be in sole possession of the complainant (i.e., not along the street where one would typically walk their dog), leaving dog poop behind, in violation of Rule 40. On one such occasion, when the complainant confronted Ms. Davis about picking up her poop, Ms. Davis was rude and aggressive to the complaining neighbor.

After being presented with video evidence of several additional violations of Rule 40 by Ms. Davis, the Community decided to revoke the reasonable accommodation granted to Ms. Davis's giving her 7 days to remove the dog(s) from the Community.

When Ms. Davis and Ms. Geigle did not vacate the Community within the 30 days set forth in the Notice of Termination of Tenancy, an action for eviction was commenced against them on January 22, 2025, which is currently pending in the County Court of Pinellas County.

REPLY TO AMENDMENT:
As their reply, RP Palm stated, "Pursuant to Section 760.27, Florida Statutes, a person with a disability or disability-related need is liable for any damage done to the premises or to another person on the premises by his or her emotional support animal. Here, the Community considered Ms. Davis's request for a reasonable accommodation as one seeking an exception from 2 different rules and regulations: Rule 40(e) which provides that pets may not weigh more than 30 pounds at maturity (the 2 dogs listed on Ms. Davis's request for reasonable accommodation were disclosed to weigh 42 and 43 pounds); and Rule 40(g) which prohibits certain breeds of dogs from the Community, including Staffordshire Terriers (Ms. Davis's request for reasonable accommodation indicated both dogs were Staffordshire Terriers (pit bulls)).

Rule 9 of the Rules and Regulations governing Palm Grove Village indicates that Insurance coverage for a mobile homeowner's liability is the absolute responsibility of the homeowner to maintain. The Community did not view Ms. Davis's request to maintain her 2 dogs as a request to
exempt her from this rule. Here, the Community has 2 competing obligations: 1) a responsibility to ALL residents of the Community to undertake reasonable precautions to protect tenants from reasonably foreseeable injury occasioned thereby (see Lambert v. Doe, 453 So.2d 844 (Fla. 1st DCA 1984)); and 2) a responsibility to any individual resident seeking a reasonable accommodation for a disability under the Fair Housing Act.

When Ms. Davis made her request for a reasonable accommodation, there had already been complaints about her dogs. Additionally, the Community was entitled to view Ms. Davis's request as one not being made in good faith, due to the fact that she first made a request for reasonable accommodation after receiving notice to remove her dogs because they were not registered or approved to be maintained in the Community. See HUD Guide "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act, January 28, 2020.

When considering a request for a reasonable accommodation for a disability made by a resident or potential resident, the Community is not required to provide an exception if the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by other means. In this instance, the duty to the other residents of the Community was balanced with the request to maintain dogs of a breed prohibited for its dangerous nature (dogs that the Community had already received complaints about) by requesting that the resident provide proof of liability insurance for injury or damage caused by her dogs.

At the time the request was made, the resident did not object and produced evidence of the requested insurance. Had the resident objected, the Community would have worked with the resident to see if a different accommodation could be made that permits the dogs to be maintained in the Community while protecting the safety and welfare of the other residents of

the Community (i.e., inquiry as to whether a different dog would provide the same therapeutic benefit).

IV. FINDINGS:

12/10/2019 CP Davis's occupancy approved by RP Palm.

2/6/2024 RP Palm reports Resident in #27 complained of neighboring unit's dog #28 barking at 8pm until midnight, adding it regularly occurred nightly between 8pm-10pm. RP Park assistant manager, Taylor Wilks replied she would reach out to the resident.

2/22/2023 State of Arizona Board of Psychologist Examiners review of Dr. Meyer's practice of writing notes for support animals. He agreed to cease and inform the board if he resumes writing such letters. In the motions it was written that "the concern is that doctor has been engaged in practices that are no congruent with his education, training and experience. The board's concern is that Dr. Meyer should practice with a better level of care."

8/11/2023 Notice to CP Davis about barking dog. The notice stated, "we have received multiple noise complaints regarding your pet. Residents have notified us that loud howling and barking is coming from your pet within your patio area and home. Multiple neighbors have informed us that this happens regularly. They mention that the pet is left in the house or patio area, where it barks and howls at all times of the day and night."

11/2023 2nd Dog reportedly returned by the CP Davis.

4/25/2024 Email from mobile park manager to park attorney saying she had been receiving noise complaints about lot 63, writing that CP Davis had unauthorized and unknown breed of dogs in her unit barking all day from the carport. Video was taken. The respondent stated that, "additional complaints about the Geigle/Davis dogs were again being made by other residents. The complainants also advised that the dogs being kept by Ms. Geigle and Ms. Davis were one of the breeds of dogs prohibited to be kept in the Community, pursuant to Rule 40(g). The Community Manager went to investigate and confirmed that the dogs were being kept in the screen porch of the home. The Community Manager recorded the loud barking and whining made by the dogs at that time and made the determination to send a formal 7-day notice of the violation of Rule 40, pursuant to Section 723.061, Florida Statutes, giving Ms. Geigle and Ms. Davis 7 days to cure their violation of the rules and regulations governing the Community ("Warning #2)". A 7-day notice of Rules Violation is then sent to CP Davis.

4/29/2024 7-day notice of Rules Violation issued to CP Davis. The notice stated, "You are in violation of the pet rules because you have several unapproved dogs living in your mobile home of an unknown breed. You are in further violation of this rule because the dogs are barking constantly causing several resident complaints to be

registered against your dogs." The notice gave CP Davis 7 days to correct the violations by "either registering the dogs with the community if they are of the appropriate size and breed and paying the committee's pet free or removing the dogs from the community. You must also pay Paul Grove village the attorney's fees and costs incurred as a result of this violations."

4/29/2024 (11:33am) RP Attorney letter to RP Park manager, instructing it be posted at the CP Davis's unit that day. She wrote, "please note that I did not require the resident to remove the dogs for barking because the rules require 3 warnings to be given prior to removing an animal who is being a nuisance."

4/29/2024 (1:16pm) CP Davis email to manager they were ESAs and "only barked when they see somebody walking in the street or when Fran that lives across from me keeps doing it on purpose by walking past my house to get them to bark. I had no problem until she started walking past the house to get them to bark. The CP Davis claimed another black couple behind her had pit bulls that barked all the time, asking if they had also complained of. The CP Davis blamed Fran, accusing her of not picking up after her dog.

4/29/2024 Email from park attorney to park manager indicating 3 warnings needed.

4/29/2024 (3:48pm) email Reply from CP Davis's mother Sue Geigle that, "Not sure if this is correct. This from 8/23. We had found a home for the dog that was barking all the time. She has since gotten a dog, and she is fostering one from her job."

5/1/2024 Dated letter from CP Davis's mother to RP attorney with Dr.'s note (Dr. Meyers), informing respondent of the many disabilities and of brain growth.

5/2/2024 Email from RP attorney to the CP Davis to use their form and submit vaccination and photo for the dogs.

5/6/2024 Email from CP Davis's mom to Respondent attorney submitting information on their form and with licensing/vaccinations.

5/13/2024 Respondent attorney's letter to CP Davis approving the accommodation.

5/17/2024 Park manager email to respondent's attorney advising they had purchased insurance, and Bella had been returned to the donor organization. The mom had informed the office that a camera had been set up to confirm any complaints. Henry (neighbor) also wrote this was not the only person responsible for the feces.

8/10/2024 Pinellas Park Police Report (PP24-049203): Boyd Bethany had called police, of which the report stated, "in rear of park 2 trailers down from 13A-2 dogs have been left in an RV, no one has been at Loc for at least 5 days, dogs continuously barking, no Veh seen coming or leaving from lot." Police were unable to contact

the owner, and neighbor stated they would contact the park management about the incident.

9/7/2024 Pinellas Park Police Report (PP24-054657): Cheryl Morrell called police to complain that persons in unit #59 "building stairs and making a lot of noise." Police visited but could not find source of noise, as it had stopped.

11/5/2024 RP Palm receives written complaint from Henry (#65) with screen shots of CP Davis walking around and behind Henry's house, between 2/3am, on October 8 after the evacuation for hurricane Milton. Henry wrote that yesterday, 11/4/2024, at 11:14am, as CP Davis "walked back past the front of my house less than a minute later, I kindly asked her to not walk through my yard and to please start picking up after her dog. She immediately got defensive and yelled "shut the fuck up, bitch." Henry complained that despite the event, CP Davis still walked her dog between Henry's house and his neighbor's RV, back near his shed. Henry wrote she had discovered large piles of feces in her yard on 10/30, 10/31, and 11/4, where CP Davis had been walking her dog. (RP Palm submitted still photos dated 10/8, from Henry's security camera system.)

11/6/2024 Respondent attorney's letter to CP Davis revoking the RA. The RP stated, "In late October-early November 2024, the Community again started to receive complaints about the Davis/Geigle dog(s). One resident called the Sheriff due to the constant barking late at night. A second resident complained that on 4 separate occasions, she documented Morgan Davis walking her dog on the lot of the complainant in an area deemed to be in sole possession of the complainant (i.e., not along the street where one would typically walk their dog), leaving dog poop behind, in violation of Rule 40. On one such occasion, when the complainant confronted Ms. Davis about picking up her poop, Ms. Davis was rude and aggressive to the complaining neighbor."

11/12/2024 Email from the CP Davis to the office manager who was told the dog would be going with her to work.

11/14/2024 Letter from CP Davis's mom to respondent attorney stating their video only caught three instances of barking. She stated she had spoken with the three neighbors who indicated there were no problems.

12/17/2024 Letter from respondent attorney to the CP Davis terminating tenancy.

V. ANALYSIS:

To establish a violation of 804(f)(3)(b), the Prima Facie elements must show that:

1. The complainant is a person with a disability.
2. The respondent knew or reasonably should have known that the complainant is a person with a disability.

3. The complainant requested a reasonable accommodation in the rules, policies. practices, or services of the respondent.
4. The requested accommodation may be necessary to afford the complainant an equal opportunity to use and enjoy the dwelling.
5. The respondent refused the complainant`s request to make such accommodation or failed to respond or delayed responding to the request such that it amounted to a denial.
and; as reflected in the McDonnell-Douglas framework subsection 804(f)(1):
6. The respondent's refusal made housing unavailable to the complainant.

Regarding element #1, during the investigation CP Davis submitted a letter dated March 5, 2025, from her treating physician, that established she met the definition of a disability. Thus, this element has been met.

Regarding element #2, RP Palm did not dispute their knowledge of CP Davis being disabled during her tenancy and had accepted and approved an earlier request by telehealth provider on 5/13/2024. Thus, this element has been met.

Regarding element #3, by email dated May 1, 2024, CP Davis requested a reasonable accommodation to have two dogs as assistance animals. Thus, this element has been met.

Regarding element #4, by letter dated March 5, 2025, from CP Davis's physician, wrote that the presence of the animal mitigated the symptoms of her disability. The physician wrote, "I have prescribed Ms. Davis an emotional support animal named Poncho. When the patient is triggered, panicked, or over stimulated, Poncho lays on Ms. Davis's lap or licks her face to help her recenter her feelings period the presence of the emotional support animal mitigates the symptoms that she has experienced and within her rights under the law for an emotional support animal." Thus, this element has been met.

Regarding element #5, by letter dated November 6, 2024, RP Palm revoked CP Davis accommodation approval. Thus, this element has been met.

As their defense, RP Palm stated they revoked the Reasonable accommodation approval due to 3 instances of barking and related rules violation during the most recent month. RP Palm stated, "In late October -early November 2024, the Community again started to receive complaints about the Davis/Geigle dog(s). One resident called the Sheriff due to the constant barking late at night. A second resident complained that on 4 separate occasions, she documented Morgan Davis walking her dog on the lot of the complainant in an area deemed to be in sole possession of the complainant (i.e., not along the street where one would typically walk their dog), leaving dog poop behind, in violation of Rule 40. On one such occasion, when the complainant confronted Ms. Davis about picking up her poop, Ms. Davis was rude and aggressive to the complaining neighbor."

Regarding element #6, as CP Davis was told to vacate her unit on December 17, 2024, this element has been met. It is noted the eviction court case is still pending, and a recent communication from RP Palm's attorney on May 8, 2025, indicated CP Davis was still in the community.

Regarding the legality of said issue, it is understood that ESAs are not immune from responsibility. If an ESA poses a direct threat to the health or safety of others, causes significant damage, or creates an unreasonable disturbance (e.g., excessive barking), the landlord may be able to take action. It is believed the applicable guidance, after a Reasonable Accommodation has been granted, would be the Direct Threat analysis.

In general, the Fair Housing Act and Chapter 70 states:

> The FHA does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. A housing provider may, therefore, refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal.

Regarding the applicable Direct Threat Guidance, the following would be applicable:

> **5. How can a housing provider determine if an individual poses a direct threat?**
>
> The Act does not allow for exclusion of individuals based upon fear, speculation, or stereotype about a particular disability or persons with disabilities in general. A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (e.g., current conduct, or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. Consequently, in evaluating a recent history of overt acts, a provider must take into account whether the individual has received intervening treatment or medication that has eliminated the direct threat (i.e., a significant risk of substantial harm). In such a situation, the provider may request that the individual document how the circumstances have changed so that he no longer poses a direct threat. A provider may also obtain satisfactory assurances that the individual will not pose a direct threat during the tenancy. The housing provider must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him from housing on that basis.
>
> Example 2: James X, a tenant at the Shady Oaks apartment complex, is arrested for threatening his neighbor while brandishing a baseball bat. The Shady Oaks' lease agreement contains a term prohibiting tenants from threatening violence against other residents. Shady Oaks' rental manager investigates the incident and learns that James X threatened the other resident with physical violence and had to be physically restrained by other neighbors to keep him from acting on his threat. Following Shady Oaks' standard practice of strictly enforcing its "no threats" policy, the Shady Oaks rental manager issues James X a 30-day notice to quit, which is the first step in the eviction process. James X's attorney contacts Shady Oaks' rental manager and explains that James X has a psychiatric disability that causes him to be physically violent when he stops

> taking his prescribed medication. Suggesting that his client will not pose a direct threat to others if proper safeguards are taken, the attorney requests that the rental manager grant James X an exception to the "no threats" policy as a reasonable accommodation based on James X's disability. The Shady Oaks rental manager need only grant the reasonable accommodation if James X's attorney can provide satisfactory assurance that James X will receive appropriate counseling and periodic medication monitoring so that he will no longer pose a direct threat during his tenancy. After consulting with James X, the attorney responds that James X is unwilling to receive counseling or submit to any type of periodic monitoring to ensure that he takes his prescribed medication. The rental manager may go forward with the eviction proceeding, since James X continues to pose a direct threat to the health or safety of other residents…"

The landlord may take action if the support animal:

> -Pose a direct threat to others (like repeatedly aggressive behavior toward other tenants)
> -Cause significant damage (i.e. torn-up carpets, chewed walls, or bathroom accidents that damage flooring)
> -Create ongoing disruptions (such as constant barking that interferes with other tenants' right to quiet enjoyment)

In this case it is undisputed that CP Davis's dogs were barking during the instances specified by RP Palms, and there was credible information that she had not been retrieving her animal's waste.

During the investigation CP Davis's witnesses were interviewed and corroborated RP Palm's allegations of constant barking by the dogs at the times specified by RP Palm. Both Pam Barnak and Fran Tellefgsen stated CP Davis's dog had barked a lot during those periods, and that they had spoken to the office about it. Neighbor Barnak stated CP Davis's dog had barked and whined when she was not home at the beginning. Barnak stated CP Davis listened, but the dog had emotional problems. Barnak stated the dog had been barking during the spring and summer of 2024, and sometimes whining in the early morning hours when CP Davis was not home. Barnak stated that after Hurricane Milton the dog was alone and barked for 3 days on and off. Barnak stated she heard this, even with her A/C on in the back room, at 2am and couldn't sleep. Barnak stated Fran had complained to the office and to the police at the time, who came out to do a wellness check.

Barnak stated she finally contacted CP Davis during the fall of 2024 hurricane event, who said she was home, but Barnak believed she was at her boyfriend's house. Generally, Barnak stated that if a person walked down the street CP Davis's dog would bark. Barnak said she had spoken to the office manager and told her the dog had anxiety issues and needed more time.

Resident, Fran Tellefgsen confirmed she had called the police during the fall of 2024 after CP Davis's dog had been barking for "one week entirely", and after she had not seen CP Davis for a few days. Tellefgsen stated that after this, the dog did calm down and the barking was "now and then, not excessively."

Lastly, it is noted that RP Palm terminated the tenancy immediately after a neighbor reported that CP Davis had not been retrieving her dog's waste from a nearby unit. This resident, Sierra Henry, had reported problems with pet waste near his unit in June of 2024, informing the office he was not certain who the culprits were. However, by email dated November 5, 2024, Henry complained to the office of CP Davis walking near his property where he would find pet waste. He stated that on November 4th, at roughly 11am, he saw CP Davis Walk her dog near his property. He stated he "kindly asked her to not walk through my yard and to please start picking up after her dog. She immediately got defensive and yelled, Shut the fuck up, bi^*ch." Henry wrote that despite this interaction CP Davis continued to walk her dog through his yard. He informed the office that he found piles of pet waste on 10/30, 10/31, and 11/4, where she had been walking her dog.

Thus, it was established that CP Davis had been in violation of the rules.

As indicated by the above Guidance, at this point the parties, and in particular CP Davis, should have initiated a conversation on how such events could be avoided in the future. However, this did not appear to have occurred. Each time RP Palm notified CP Davis and Geigle of barking, the response would be to deny it.

Instead, by letter dated November 14, 2024, CP Davis's mom, Sue Geigle denied that any barking was occurring and offered a partial solution. In the letter, Geigle wrote, "I would like to request any photos or other evidence that is available to show that the barking is a problem. Morgan's shift at her job has changed from nights to days this week, therefore starting Monday she can take him with her. I have also contacted 3 neighbors that reside around lot 63, and all three have said there has been no issue."

RP Palm did not reply to the letter until December 17, 2024, when they noted CP Davis had failed to move and mailed her a notice, they were now going to enforce the termination of tenancy.

Thus, CP Davis had been informed of the lease violations and did nothing to propose a solution other than the previous replies that did not effectively end the barking. It is not until the complaint of discrimination was filed that CP Davis and her mom, Sue Geigle arranged for bark collar to stop the barking and for a door camera to alert them when the dog was barking.

Presumably, these items may have mitigated the circumstances however, they were not proposed to the Respondent and only articulated to the investigator until after the eviction had already been filed.

<u>Imposition of Insurance Requirement as a violation of Law:</u>
During the investigation the complaint of discrimination was amended on April 1, 2025, to include the allegation RP Palm mandated CP Davis to obtain insurance on the animals in violation of the FHA.

By letter dated May 13, 2024, RP Palm's attorney listed a variety of provisions to be followed in granting the Reasonable Accommodation request, including the requirement for insurance. The

letter stated, “please be advised that, under Florida law, you are responsible for any damage done to the premises or to another person caused by your emotional support animal. As such, you must obtain a renters policy of insurance that covers any damage to any person or property caused by your emotional support animal. You have 7 days from the date of this correspondence to provide evidence of this insurance to the community manager. If your animal violates any of these conditions, the approval of your requested accommodation will be revoked, and you will be required to remove the animal from the community.”

Regarding how many animals were subject to RP Palm’s requirement for insurance on their animal(s), RP Palm stated, “Rule 40(g) establishes a prohibition on certain breeds of dogs known for aggressive behavior. Ms. Davis’s dogs were both pit bulls, which would have been prohibited in the Community. The requirement for producing proof of insurance is required for any assistance animal that is one of the prohibited, aggressive breeds. At this time, Ms. Davis is the only resident who has an assistance animal listed as a prohibited breed in Rule 40(g). There are no other dogs approved for occupancy in Palm Grove Village of a prohibited breed listed in Rule 40(g) in the Community.”

Regarding the imposition of fees, costs and/or other requirements to obtain a Reasonable Accommodation, the applicable HUD Guidance, titled “Joint Statement of The Department of Housing and Urban Development and The Department of Justice Reasonable Accommodations Under the Fair Housing”, states the following:

> **11. May a housing provider charge an extra fee or require an additional deposit from applicants or residents with disabilities as a condition of granting a reasonable accommodation?**
>
> No. Housing providers may not require persons with disabilities to pay extra fees or deposits as a condition of receiving a reasonable accommodation.

Further HUD Guidance from U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity Notice FHEO-2020-01, dated January 28, 2020 (sometimes referred to as the “Assistance Animal Notice”), specified:

- A housing provider may not charge a fee for processing a reasonable accommodation request.
- Pet rules do not apply to service animals and support animals. Thus, housing providers may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed but can, as noted, limit based on specific issues with the animal’s conduct because it poses a direct threat or a fundamental alteration.
- A housing provider may not charge a deposit, fee, or surcharge for an assistance animal. A housing provider, however, may charge a tenant for damage an assistance animal causes if it is the provider’s usual practice to charge for damage caused by tenants (or deduct it from the standard security deposits imposed on all tenants).

In addition, case law supports the contention that disability issues should normally not incur additional costs. As indicated online, “It is generally settled that landlords should not place

financial conditions upon the granting of an accommodation. For instance, residents with disabilities should not have to pay for additional insurance in order to fulfill a disability-related need. In HUD v. Twinbrook Village Apartments, HUD ALJ No. 02-00-0256-8 (HUD ALJ Nov. 9, 2001) the requirement for a resident with a disability to procure a renter's insurance policy specifically to indemnify the landlord against injury that could be caused by a wheelchair ramp was found to be discrimination in the "terms, conditions and privileges" of renting.

In this case, CP Davis's dogs were not accused of being dangerous or having caused previous damage, but of barking and having their waste not retrieved. Thus, the investigation revealed that the request to obtain liability insurance for being on a list of prohibited animals did not apply due to the dog's status as a support dog.

As CP Davis was required to obtain an insurance policy on her animal as a condition to obtain approval for her Reasonable accommodation, without any legitimate reason, it is concluded an unlawful imposition of a cost in violation of the FHA.

Regarding different terms and conditions due to disability:
To establish a violation of different terms and conditions, the Prima Facia elements must show:

1. The complainant is a member of a protected class.
2. The complainant was the respondent's tenant.
3. The respondent imposed unfavorable or less favorable terms or conditions on the complainant's tenancy.
4. The respondent did not impose such a terms or conditions on similarly situated tenants not of the complainant's protected class.

Regarding the allegation of different term and conditions due to disability, during the investigation CP Davis's legal counsel describe this allegation. In response, the CP's attorney replied, "I believe this relates to two different versions of rules and regulations for the community. Sue was never provided with the new version of the rules and regs for the community and the eviction cites the new rules." This was not an allegation on the face of the complaint.

The CP's attorney further wrote that, "Respondent's own evidence shows that the version of the rules that my client signed are not the same as the ones they are seeking to enforce. The signature page produced by the Respondent is numbered page 9 see 3- receipt for Rules and Regulations. However, the signature page on the rules and regulations produced by the Respondent is page 13 see 1- Rules and Regulations. The signature page clearly does not belong to the version of the rules. We, however, do not dispute that under either set of rules Morgan Davis would have been required to request a disability accommodation to keep Poncho."

Notably, CP Davis is not alleging that the new rules were only given to the disabled, or those with support animals, but that the page numbering was different.

As there is no allegation of the non-disabled receiving better treatment, or that the rules were modified to be used against CP Davis, it is concluded there is no covered allegation to investigate and no violation of law.

VI. CONCLUSION:

Therefore, based on the foregoing evidence and analysis of the investigation, set forth above, it is recommended that a "No Reasonable Cause" exist in violation of Section 804(f)(2) of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988 and Chapter 70 of the Code of Ordinances of Pinellas County.

Going forth, as the CP was required to obtain an insurance policy on her animal as a condition of her approval for a reasonable accommodation, there is sufficient evidence to demonstrate that there was an unlawful imposition of cost to CP, which establishes a denial of a reasonable accommodation. As such, it is recommended that a "Reasonable Cause" exists to believe that the Respondent engaged in a discriminatory housing practice in violation of Section 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988 and Chapter 70 of the Code of Ordinances of Pinellas County.

VII. ADDITIONAL INFORMATION:

Notwithstanding this determination by the Pinellas County Office of Human Rights (PCOHR) and the Department of Housing and Urban Development (HUD), 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. 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 the Pinellas County Office of Human Rights.

Betina Baron — 05/09/25

Betina Baron, Compliance Manager — Date