

May 14, 2025

Final Investigative Report

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

Case Number: 04-25-7946-8/PC-25-016

I. Jurisdiction

PCOHR filed this complaint on January 29, 2025, alleging that the complainant(s) was injured by a discriminatory act. It is alleged that the respondent(s) was responsible for: Discrimination in terms/conditions/privileges relating to rental; and Failure to make reasonable accommodation. It is alleged that the respondent(s)'s acts were based on Disability. The most recent act is alleged to have occurred on January 27, 2025, and is continuing. The 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. If proven, the allegation(s) would constitute a violation of Sections 804(f), and 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 Pinellas County Ordinance.

It is not known if the respondent(s) receive federal assistance.

II. Parties and Aggrieved Persons

A. Complainant(s)

Morgan Davis
9204 66th Street North
Lot 63
Pinellas Park, FL 33782

Complainant Representative(s)

Michael den Tuinder
625 Court Street
Clearwater, FL 33756

Representing:

Morgan Davis

Complainant 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 CP Davis requested a reasonable accommodation regarding her support animal and her request was revoked.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On November 6, 2024, CP Davis received a notice from RP Rickert indicating that her reasonable accommodation was revoked due to nuisance complaints from her neighbors.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.

B. Other Aggrieved Persons

C. Respondent(s)

Rickert Properties Inc.
Registered Agent: Wayne Rickert
5517 21st Avenue West
Suite H
Bradenton, FL 34209

Wayne C. Rickert
Rick C. Wayne d/b/a Palm Grove Village MHP
Registered Agent: Rickert Properties Inc.
5517 21st Avenue West
Suite H
Bradenton, FL 34209

Respondent Representative(s)

Sherry Edwards
The Edwards Law Firm
500 South Washington Blvd.
400
Sarasota, FL 34236

Representing: Wayne Rickert (Rick C. Wayne d/b/a Palm Grove Village MHP), Rickert Properties Inc.

Respondent Defenses

Because of Ms. Geigle's and Ms. Davis' 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' disability, the lack of documentation establishing the need for an ESA from one of Ms. Davis' 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' request for reasonable accommodation. Additionally, prior to Ms. Geigle and Ms. Davis' 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' 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' 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.

RESPONSE TO AMENDMENT:

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' 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' 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' 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 home owners liability is the absolute responsibility of the home owner to maintain. The Community did not view Ms. Davis' 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' 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).

D. Witnesses

Pam Barnak
9204 66th Street North
62
Pinellas Park, FL 33782

Fran Tellegesen
9204 66th Street North
56
Pinellas Park, FL 33782

III. Case Summary

A. Interviews

Complainant Representative: den Tuinder, Michael; Complainant: Davis, Morgan

Date of Interview: March 04, 2025

Type of Interview: Telephone

Interviewer: Esparza, Mark S.

Interview with complainant Morgan Davis, her attorney and her mother Sue Geigel on this date.

The CP stated she moved in during December of 2019. The mom stated she has never lived there and paid the complainant's rent in full every month.

The cp stated she had two cats when she moved in.

Regarding the first appearance of a dog at the unit, the mom stated the daughter worked at a dog daycare and brought home an abused dog for two months. She stated the complainant then got sick and had to be hospitalized during October of 2023. She stated it was during that time that the dog was at her house, perhaps barking, and alone for two days. The attorney stated their first warning notice was dated August 11th 2023.

The mom stated the dog then left the unit while the CP was sick, and never returned. Regarding why she needed the dog, the complainant stated her dog, Poncho, helped keep her calm when under anxiety. She stated Poncho was her first support animal. She stated she obtained poncho in April 2020, off a Facebook rescue group. At the time she obtained 2 dogs but gave one back during that time frame.

Regarding how they found Doctor Meyers, she stated he was listed on the US Service Animal website, as a referral source. The mom stated Dr. Meyers was licensed. Regarding the treatment, the complainant confirmed she'd never went in person and had two or three visits total with the doctor.

The mom interjected to state that her daughter had been disabled her whole life, and officially deemed so in 2015 by the state of Florida, after the cp had given birth. Regarding whether Doctor Meyers had access to her medical history, the mom stated they signed something saying he could get it, and that the mom had submitted some documents to the Doctor.

Regarding why the complainant did not use her treating physician as corroboration, the attorney replied that Poncho was not registered at the time and they only had seven days to scramble to get it done. The attorney stated he had told the park's attorney he could get a note from her treating physician but that they would have to wait. He cited the May 1st 2024 e-mail as support for that issue.

The complainant confirmed that Poncho was the only support animal she needed. Regarding why she had other animals at her dwelling before, she replied that in the beginning she believed 2

animals could work.

Regarding the noise violations, the complainant believed a corner lot with a couple and one other person were the complainers. She confirmed that others had dogs in the park, and the mom added that other dogs could be heard barking.

The cp stated that in April of 2024, a neighbor told her that 'Fran' had complained of her dogs barking, but Fran denied it to the complainant. The mom stated the complainant did pick up her dogs feces, and further complained there was no place for the animals to walk. The complainant denied the complainant's property could be seen from the manager's office. The attorney stated he had asked the park for proof of their failure to pick up their feces and the only video that was provided showed the complainant arguing with the neighbor about the dog.

Regarding the issue of insurance, she stated she purchased insurance on Pancho only after they received a notice from the park saying they had to put insurance on the animal. The attorney cited the e-mail of May 15th, 2024, as relevant to this issue.

Regarding any mitigation measures used, the complainant stated she hadn't used any aside from a camera. She stated she has had a camera since 2020 or 2021, but that it looped every 14 days and no longer had any evidence. The attorney stated that after the park's approval of the animal the only other letter was in November which revoked the reasonable accommodation. He stated it gave them seven days and did not offer the opportunity to cure. The attorney pointed out this was the first mention of the CP not picking up the feces.

The mom noted that previously all notices at the park got posted on the door, saying they did landscaping once a week and other items, such as checking the water meters.

The cp stated the park did have other dogs, with the mom stating other dogs could be heard barking. The complainant stated the house behind hers had two dogs.

The attorney stated he had never been given evidence of the dog barking and would like to see it so they could address the issue.

Other Witnesses: Barnak, Pam

Date of Interview: April 08, 2025

Type of Interview: Telephone

Interviewer: Esparza, Mark S.

Interview with neighbor Pam Barnack on this date.

Regarding what she knew about the complainant's dog barking and the parks move to oust the cp, Pam stated she knew about it and that it was more than that.

She stated that a neighbor named Fran would speak to the investigator and that she had experienced an incident similar to the CPC's experience with the neighbor.

Pam stated the cp had a dog that barked a lot maybe 1.5 years ago, when the cp went in for brain

surgery and left the dog home barking after a friend failed to pick it up. Pam stated the dog had barked a lot and that the mom then got rid of it.

Pam stated the complainant then brought in Poncho around Saint Patrick's Day. She stated the dog would cry and bark whenever the complainant was not home, at the beginning. Pam stated she spoke with the complainant and told her to ensure her dog was quiet because people would begin to complain.

Pam stated the complainant did listen but that the dog had emotional problems.

Pam stated there was on and off barking after Hurricane Milton, for roughly 3 days. She stated the complainant apparently was at her boyfriend's house and had left the dog alone. Pam stated she could hear the dog barking in her room even with the A/C on, at 2am.

Pam stated Fran could not sleep and complained to park manager Taylor. In response, Taylor reportedly told Fran to call the police. Fran then called the police who came out for a wellness check. Pam said she was hoping the cp was not dead.

Pam stated she had texted the complainant on the third day of barking, who replied she was at a doctor's appointment. Pam, however, believed the cp was at her boyfriend's house.

Pam stated that if someone approached the unit the dog would bark. She stated if you walked down the street the dog would bark.

Pam stated there was another couple, Tom and Tara who were picking on Fran. Pam stated that during the first week of December Tom and Tara had complaints of the complainant walking the dog and not picking up her poop.

She stated there was another couple named Marlin and Stephanie, who Pam said had started this thing of dogs pooping in their yards. Pam stated that no one was allowing dogs to walk deep into their property and that it was normal behavior to walk down the street and allow the dogs to pee on the grass or tree that was not deep into the property.

Pam stated that Stefanie and Marlin had videotaped Fran walking her dog. However, Pam stated they would say nothing to her if she were walking Fran's dog. Pam stated that one time Fran was walking her dog away from Stephanie's property but that Stephanie came out running to say that Fran had not picked up her dog's poop. She stated that Fran was upset and went to the office to complain.

Pam stated she later went to the office and told them that Stefanie and Marlin were picking on both Fran and the complainant. Pam stated she told Taylor it was harassment by one neighbor against another.

Pam stated she told Taylor to stop the harassment and in reply Taylor told her to have Fran send evidence about being picked on. Pam believed that staff and Marlon had been in the park for roughly 4 years. She stated they had been nice before and even had an old dog themselves when

they moved in.

Pam speculated that after Fran had disallowed them from continuing to park in her driveway, they became unfriendly. Pam noted they had three cars when the rules only allowed two.

Pam confirmed they had complained of Fran's dog going to the bathroom.

Pam stated that a neighbor named Cheryl used to let her dog go to the bathroom but after speaking to her she began to pick it up.

Pam stated that with Marlin, he would get upset if the dog peed on a tree near their property. She stated he now had a sign in his yard informing pets not to relieve themselves there.

Pam stated she had spoken to office manager Taylor about the dog. She stated that Taylor asked her in good faith to keep an eye on the barking issue, just to see if there were legitimate complaints. Pam stated she had spoken to Taylor, informing her that the dog had anxiety and simply needed more time. She believed this was around Thanksgiving. Pam added that the dog was not constantly barking. Pam believed that Taylor was operating in good faith.

Regarding whether people were trying to instigate the complainant's dog to get it to bark, Pam replied she barely heard the dog now. She stated the dog now had a bark collar on it when the complainant was gone from the unit, and that the mom had a security camera that would notify her if the dog was barking.

She stated that Poncho was a big dog and that it had been quiet for the last two months. She stated it had all quieted down until Martin started again. She stated the dog was a problem a year ago but not now.

Pam said the last straw was when Stephanie was running after Fran while walking the dog when she was not even close to Stephanie's house. She stated this occurred roughly a month and a half ago.

Pam stated that in the spring and summer of 2024 the Cp's dog would bark and whine when the complainant was not home.

Pam stated she had lived in the park for roughly 20 years and was in unit 62.

Pam stated that beginning in December both Fran and the complainant got picked on by Stephanie and Marlin, but she was not sure why. She stated Fran said they would videotape her walking her dog.

Regarding whether she heard other dogs barking in the park, she replied now and then. She stated that not many people had dogs anymore.

Pam stated that Tom and Tara had a small dog who would bark and want to jump through the window, "just like Poncho", she said. Pam stated there was no official dog walk in the park and

that people would simply walk down the street easement. Pam stated that others did this.

Pam stated that her friend Sue had two King Charles Cocker spaniels and that she feared that poncho would escape through the window, when she first met the dog. She would then avoid the complainant's street since December, since the police came out.

Pam stated that the complainant was not a problem but that her dog had "been a pain in the ass" before. She stated that park manager Taylor had told Steph and Marlin that the dogs had the right to walk down the street in front of their property.

Other Witnesses: Tellegsen, Fran

Date of Interview: April 09, 2025

Type of Interview: Telephone

Interviewer: Esparza, Mark S.

Interview with Fran Tellegsen on this date. She stated she was 75 years old and lived in unit #56, across from the cp.

Regarding what she knew about the park's attempt to oust the complainant due to her dog barking, Fran replied that she had called the police on the dog. She stated the complainant had just obtained the dog and that the dog had anxiety. She could not remember specifically when this all occurred but said the dog had been constantly barking. She stated that after calling the police the complainant took care of the situation. Fran stated the dog was not vicious and that the problem started with the people in the corner unit. She stated they went after the complainant by saying her dog was pooping in their yard. However, Fran stated the complainant was retrieving the poop as they were complaining about her.

Fran stated that even she began to have problems with the persons in the corner unit. She stated they had called the police on her. She stated the police were told that her dog was pooping in their yard. Fran stated her dog had not even been out and was informed by the officer to not let her dog go on their property. Fran stated she would go across the street to a park property that did not have a unit with her dog.

Fran stated she informed the officer that the dog was on common grounds.

Fran described the corner unit couple as a black male and white female with no dog.

Fran stated she had been in the hospital for over a week and walked her dog to the mailbox when a neighbor came out to yell that her dog had pooped at the mailbox. She stated this person then went to complain to park manager Taylor.

The complainant stated that Tom and Tara would take their dog to the back of the complainant's property and let it go to the bathroom. She stated she saw this a couple of times in the morning and in the afternoon, and had told this to Taylor. In response, Taylor told Fran to put it in writing.

Regarding the couple that harassed them, she confirmed their names were Stephanie and Marlon.

She stated in the past she used to let Marlin park in her driveway but no longer did. After that, she stated he started up with her.

She stated the complainant would keep to herself and didn't cause any problems except for the dog barking. She stated the dog previously had anxiety but now it was OK. She stated that Tara and Tom had a Pitbull and a small dog, and that she was afraid of them.

Fran stated that Stephanie would come out of her unit yelling and waving her arms as a form of elder abuse. She stated that Tara would come out as well. Fran stated that Stephanie was staring at her one day from her doorway. When Fran complained to Taylor, she was told to call the police.

Fran stated these persons acted like they owned the land. She did not know why her neighbors were doing this but stated they were harassing her and the complainant.

Fran confirmed she had complained of the complainant's dog only once, when she called the police. She stated they had not seen the complainant and that it was also a Wellness check. She stated that Tara then came out and spoke to the officer as well.

Regarding whether the barking came from other dogs, she stated that the neighbor Tom and Tara's dog next door would bark when she went by.

She stated the whole thing was ridiculous. She stated the complainant's dog would bark but was not dangerous. In contrast, she stated Tom's dogged looked vicious and she was scared of it. She stated the dog had lunged at her years ago but that Tom grabbed it in time.

Regarding whether persons were trying to instigate the cp's dog into barking, Fran replied she did not know but that the cp's dog had been barking a lot at night when the cp was gone. Fran stated she spoke with the cp and told her she could not do this, but that the people on the corner started with the claims of the cp's dog pooping in their yard. Fran stated that Steph and marlin were going after her and Fran as well.

Fran believed they were doing drugs.

Fran stated she did not hear any other loud noise violations at the park, saying the only persons to be ousted recently were in a fight. She added the cp did not fight with people and only had the dog barking.

Regarding how many times she had heard the cp's dog bark, Fran replied it was for one entire week during the fall of last year. After that, it was only periodically.

Fran stated when she told Taylor about the harassment, she was told to put it in writing. Fran stated she told Taylor she was harassed at her mailbox by Stephanie.

Fran stated that Steph and Tara had stated they would get the cp evicted and informed the park of this.

Fran stated she told Taylor that both she and the cp both cleaned up their dog poop. Fran also believed that a resident named Boyd could be involved.

B. Documents

Nature of Document: HUD Guidance

Who Provided: PCOHR

How Transmitted to HUD: in person

Date of Document: May 17, 2004

Date Obtained: May 17, 2004

Applicable HUD Guidance:

1. JOINT STATEMENT OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE DEPARTMENT OF JUSTICE REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT
2. JOINT STATEMENT OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE DEPARTMENT OF JUSTICE REASONABLE MODIFICATIONS UNDER THE FAIR HOUSING ACT
3. U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity Notice FHEO-2020-01, dated January 28, 2020: Assessing a Person's Request to Have an Animal
as a Reasonable Accommodation Under the Fair Housing Act

Nature of Document: Adverse Inference letter to Rickert

Who Provided: PCOHR

How Transmitted to HUD: In person

Date of Document: February 19, 2025

Date Obtained: February 19, 2025

Certified adverse Inference letter sent to the respondent contact requesting an answer under the understanding the failure to reply could result in a decision against them.

Nature of Document: Adverse Inference Letter sent to Wayne

Who Provided: PCOHR

How Transmitted to HUD: In person

Date of Document: February 19, 2025

Date Obtained: February 19, 2025

Certified adverse inference letter sent to respondent Wayne Rickert, d/b/a Palm Grove Village MHP.

Nature of Document: RP Palm Grove MHP Answer

Who Provided: Edwards, Sherry

How Transmitted to HUD: email

Date of Document: March 03, 2025

Date Obtained: March 03, 2025

March 4, 2025

RESPONDENT RESPONSE LETTER

Re: Morgan Davis v Wayne C. Rickert, d/b/a Palm Grove Village MHP
Case Numbers: PC-25-016/HUD: 04-25-7946-8

As their position, the respondent stated the following:

1. The rules and regulations governing Palm Grove Village include provisions governing the keeping of pets in the Community. Rule 40 states as follows:

40. Special Rules Concerning Pet Ownership: a. There is a limit of two (2) small pets, including dogs, cats, birds, etc. Each pet must be registered at the office. There will be a monthly fee for each pet. Please see management for current pet fee rate. Each pet must have proof of license and up to date rabies and other necessary shots and vaccinations. All pets must have a current picture on file at the office, updated yearly.

b. Pets are to be kept on a leash under the control of their master at all times. No leash may be longer than six (6) feet and the leash may not be tied outside of the mobile home, either front or back. Pets are not permitted to dig holes in the yards. No dog houses are permitted outside and all pets must reside within the living area of the mobile home.

c. No pets are allowed in or around the pool, pool area, Clubhouse or office.

d. Dogs must not be allowed to bark or whine or make noises that disturb neighbors.

They must not be of a temperament that will frighten or be dangerous to any person.

e. Pets may not weigh more than thirty (30) pounds at maturity.

1. Birds must not make noises that are disturbing to neighbors.

g. Certain breeds of dogs including but not limited to Doberman Pinschers, German Shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pit bulls), wolf breeds and chows are not permitted in the Community due to their size and/or aggressive natures unless otherwise approved by the Corporate Operations Manager.

h. All pet droppings must be removed and disposed of by the pet owner.

i. If in the exclusive discretion of Community management, a pet constitutes a nuisance or if any of the pet rules are violated and the home owner has been given three warnings from management, the home owner may be required to permanently remove the pet from the Community.

j. Feeding and watering of stray and or wild animals is strictly prohibited.

k. MANAGEMENT'S DECISION ON PETS WILL BE FINAL.

1. The Complaint alleges that Ms. Davis and her mother, Sue Geigle, moved into Palm Grove Village on December 19, 2019. The Community can confirm that Ms. Davis initially applied for occupancy on December 6, 2019 and her application was rejected for her failure to meet the minimum income and credit criteria for occupancy in the Community. Thereafter, the Community received an application from her mother, Ms. Geigle, on December 10, 2019 seeking to be a cooccupant of the home. The applications submitted by Ms. Davis or Ms. Geigle do not disclose that they have any pets.
2. With Ms. Geigle's agreement to be financially responsible for their occupancy, their application for occupancy was conditionally approved. Ms. Davis and Ms. Geigle were advised that if Ms. Geigle vacates the Community, Ms. Davis would either need to vacate the Community or reapply for occupancy at that time. Additionally, when Ms. Davis applied for occupancy, she signed a receipt to acknowledge receipt and to agree to abide by the rules and regulations.
3. The application submitted by Morgan Davis discloses that, in 2019, she was employed as a dog groomer. Based on statements made by Ms. Geigle, Ms. Davis continues to be employed in that capacity or is employed as a veterinarian's technician or a similar position in a veterinary office. At some point, Ms. Davis and Ms. Geigle started to maintain 2 dogs at their mobile home without registering the dogs with the Community and without providing the licensing and registration required by Rule 40. Starting on August 11, 2023, the Community started to receive complaints about the dogs. The Complainants stated to the Community Manager that the dogs were being kept in the outside patio area and in the mobile home and would bark and howl at all times of the day and night. As a result of these complaints, the Community Manager sent correspondence to Ms. Geigle and Ms. Davis advising them that the dogs' disturbance of the other residents of the Community would not be permitted to continue ("Warning #1"). A copy of the Community Manager's warning to Ms. Geigle and Ms. Davis is attached hereto as Exhibit 4.
4. After the August 11, 2023 warning to Ms. Geigle and Ms. Davis was served, no further complaints were received about their dogs until April 29, 2024, when 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 copy of the 7-day notice is attached hereto as Exhibit 5. The notice was posted on the premises and sent by certified mail to Ms. Geigle and Ms. Davis. The notice was also sent by email to Ms. Geigle.
5. Later that day, on April 29, 2024, the Community Manager received correspondence from Morgan Davis via the website used by the Community for new resident inquiries. The Community Manager copied the message from the website and forwarded it to the undersigned. On April 29, 2024, after receiving the 7-day notice, Morgan Davis claimed for the first time that the 2 dogs being kept at her home were Emotional Support Animals. The correspondence advised the Community that the dogs only bark "when somebody

walks past the home in the street.” The correspondence from Ms. Davis further advised that she registered the dogs as Emotional Support Animals and “was waiting for [her] certificate and all that in the mail.” A copy of the correspondence from Morgan Davis on April 29, 2024 is attached hereto as Exhibit 6. Later on April 29, 2024, the Community Manager received an email from Sue Geigle. Ms. Geigle explained that she is not sure that the allegations in the notice were correct. Ms. Geigle further explained “We had found a home for the dog that was barking all of the time. She has since gotten a dog and is fostering one from her job.” Ms. Geigle’s April 29, 2024 email does not mention the fact that the dogs were prescribed as Emotional Support Animals. A copy of the April 29, 2024 email from Sue Geigle is attached as Exhibit 7.

6. Upon receipt of this correspondence from Morgan Davis and the email from Sue Geigle, the Community provided Ms. Davis with the Community’s application for Reasonable Accommodation to maintain an assistance animal. Neither Ms. Davis or Ms. Geigle completed the Community’s application. Instead, Ms. Geigle sent correspondence to the Community dated May 1, 2024 explaining her need for an Emotional Support Animal, explaining that “all of her medical team have (sic) recommended support animals for several issues.” However, instead of supplying documentation concerning Morgan Davis’ disability and need for an assistance animal from one of her treating physicians, Ms. Geigle forwarded a letter from psychologist Paul Meyer, located at 10612 E. Hillview St., Mesa, Arizona 85207 dated April 30, 2024 (1 day after the formal 7-day notice was provided to Ms. Geigle and Ms. Davis). A copy of Ms. Geigle’s May 1, 2024 correspondence and accompanying correspondence from Mr. Meyer are attached hereto as Exhibit 8.
7. The correspondence from Paul Meyer indicates that, although he is physically located in Arizona, Mr. Meyer is a Florida licensed psychologist. Mr. Meyer’s correspondence confirms that Ms. Geigle and Ms. Davis’ dogs are American Staffordshire Terriers, or Pit Bulls, weighing 42 and 50 pounds, both of which would be prohibited to be kept in Palm Grove Village due to their size and breed, pursuant to Rule 40. The correspondence from Paul Meyer states that he has diagnosed Morgan Davis with a disability and that maintaining both animals is necessary to mitigate symptoms of Ms. Davis’ disability.
8. In response, the Community again requested that Ms. Geigle and Ms. Davis complete the

Community’s form to document the request for reasonable accommodation. Correspondence from the undersigned to Ms. Geigle requesting the completion of the Community’s form is attached as Exhibit 9.

1. On May 6, 2024, Sue Geigle sent an email to the undersigned stating that Ms. Geigle’s friend took “Morgan and animals to vet to make sure everything was transferred into her name and to update all shots.” The email was accompanied by the completed form to request a reasonable accommodation and documentation to evidence recent immunizations and licensing for both dogs. A copy of Ms. Geigle’s May 6, 2024 email and accompanying documentation is attached hereto as Exhibit 10.
2. Upon receipt of Ms. Geigle’s May 6, 2024 email and attached documentation, the Community processed the application for reasonable accommodation. In the Community’s investigation, the Community was able to confirm Mr. Meyer’s Florida license and discovered that Mr. Meyer was subject to disciplinary action in his home state

of Arizona for issuing a high number of letters for individuals in which he recommended that they have an Emotional Support Animal and because the content of the letters were almost identical in nature. The Community determined that the Arizona Board of Psychologist Examiners issued a letter of concern to Mr. Meyer which required Mr. Meyer to notify the board if he were to practice again in the state of Arizona providing ESA evaluations. See documents concerning disciplinary proceedings against Mr. Meyer attached hereto as Exhibit 11. However, the Community was not able to find any such proceedings relating to Mr. Meyer's Florida license.

3. Because of Ms. Geigle's and Ms. Davis' first assertion that their dogs were Emotional
4. 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' disability, the lack of documentation establishing the need for an ESA from one of Ms. Davis' 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' request for reasonable accommodation. Additionally, prior to Ms. Geigle and Ms. Davis' 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' 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").

1. Additionally, because Ms. Geigle and Ms. Davis' dogs were of a breed prohibited to be maintained in the Community, they were required to obtain renter's policy of insurance that covers any damage to any person or property caused by their ESA. See correspondence from Palm Grove Village to Ms. Geigle and Ms. Davis attached hereto as Exhibit 12.
2. On May 17, 2024, Ms. Geigle sent an email to the Community manager advising that she has acquired the required insurance to cover damage to any person or property caused by their ESA and advising that "Bella was returned to the organization" but "Pancho's training is going so well" and hardly barks at all, a copy of which is attached as Exhibit 13.
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.
4. 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' giving her 7 days to remove the dog(s) from the Community. See notice to Ms. Davis and Ms. Geigle dated November 6, 2024 attached as Exhibit 14. In response Ms. Davis left a voicemail message with the Community Manager admitting that she leaves her

ESA at home alone when she is working with the glass door left open and admits that her dog only barks when people walk past her home.

5. Additionally, on November 12, 2024, Ms. Davis sent an email to the Community Manager indicating that “her dog would be going to work with her now” and indicating that her dog was “only missing one vaccine and she hasn’t gotten paid yet.” See November 12, 2024 correspondence from Morgan Davis attached as Exhibit 15.
6. On November 14, 2024, Ms. Geigle sent correspondence to the Community objecting to the revocation of Ms. Davis’ reasonable accommodation to maintain an ESA. In the correspondence, she admits that the dog “has barked on 3 occasions when someone was walking their dogs in front of Lot 63.” See November 14, 2024 correspondence from Sue Geigle attached as Exhibit 16. During the week of November 21, 2024, the Community received 2 more noise complaints about the Ms. Davis’ ESA which made it apparent that Ms. Davis and Ms. Geigle had not removed the dog(s) from the Community.
7. And, on December 16, 2024, additional complaints were received from a resident who confronted Ms. Davis about failing to pick up her dog’s poop. In response Ms. Davis said to the complainant “bitch, I’ll pick it up and throw at you.” The complainant provided video evidence of this altercation to the Community, which also shows that Ms. Davis’ male guest is also maintaining an oversized dog in the Community which was not registered with or approved by the Community. As a result, the Community sent a Notice to Ms. Davis and Ms. Geigle terminating their tenancy pursuant to Section 723.061, Florida Statutes and giving them 30 days to vacate the Community. A copy of the Community’s notice to Ms. Davis and Ms. Geigle is attached hereto as Exhibit 17.
8. 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. Since the filing of the eviction action, the Community has received yet another complaint about Morgan Davis’ occupancy from another resident. This resident has complained about Ms. Davis and her boyfriend who is now apparently living in the mobile home with Ms. Davis without applying for or obtaining approval for his occupancy in violation of Rule 3 (which is the same person identified in the video provided to the Community by the resident complainant on December 16, 2024). The newest complaint, received on February 10, 2025, alleges that Ms. Davis and her boyfriend are now recklessly driving in the Community at an excessive speed (almost hitting the complainant), failing to stop at stop signs, and driving through the Community at 3:00am blaring loud music, disturbing the quiet enjoyment of the Community by the other residents of the Community.

Nature of Document: Cp rebuttal to Resp answer

Who Provided: den Tuinder, Michael

How Transmitted to HUD: email

Date of Document: March 04, 2025

Date Obtained: March 19, 2025

Receipt of Cp's rebuttal:

March 19, 2025

Complainant's response to Respondent's answer

Re: Morgan Davis v Wayne C. Rickert, d/b/a Palm Grove Village MHP
Case Numbers: PC-25-016/HUD: 04-25-7946-8

As their position, the respondent stated the following:

1. 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.
1. Ms. Davis moved into Palm Grove Village on December 19, 2019, her mother Sue Geigle has however at no point occupied the premises. Ms. Davis initially applied for occupancy on December 6, 2019 and her application was rejected. Ms. Geigle subsequently agreed to be responsible for the lot rent in an agreement dated December 10, 2019. Ms. Geigle did not seek to be and never has been a co-occupant of the mobile home. In December of 2019 Ms. Geigle and Ms. Davis did not disclose any pets on their application because they didn't have any at that time.
1. The agreement does not state that Ms. Geigle has to reside on the premises it only stipulates that she is responsible for the lot rent occupancy. There is no obligation to vacate merely because Ms. Geigle did not live on the premises. The document also states that all notices, correspondence, and invoices would be sent to Sue Geigle a practice the Respondent failed to adhere to. Since Morgan Davis began living their rent has been paid on time consistently.
2. In August of 2023, there was only one dog residing on the premises. Any complaints regarding multiple dogs being kept on the outside patio area are inaccurate. The dog referenced in the first letter was returned in November of 2023 when Morgan was diagnosed with a brain tumor and admitted to Tampa General Hospital. The document identified by Respondent as exhibit 4 only cites violations 40.d and 40.I which is the barking rule and the rule giving the mobile home park discretion over pets and requires three warnings from, management.
1. Respondent alleges that the April 29, 2024, complaints about Ms. Davis's dogs were made by other residents. Complainant has no knowledge as to who made any of the

complaints as Complainant has not been provided with a copy of the complaints, any specifics about the complaints, or any evidence of the complainants. Therefore, Complainant cannot comment on whether the complaints were made by other residents. If the Community Manager recorded the loud barking and whining made by the dogs it raises the question why has that evidence has not been provided to the Complainant and this is the first time we have heard of any such evidence. The Respondent did issues a 7 day notice citing unapproved dogs living in the mobile home and the dogs barking constantly.

1. Upon receiving the 7 day notice Morgan immediately contacted Respondent to notify them of the fact that her animals were service animals.

1. To say that neither Ms, Geigle or Ms. Davis completed the Community's application is at best disingenuous. The referenced correspondence from Ms. Geigle was sent two days after the 7 day notice was received and the completed form was provided on May 6, 2024. Ms. Geigle's correspondence was provided to explain the need for the emotional support animal and to explain why the 7 day deadline was going to be difficult to meet given it took more then 3 weeks to get the accommodation letter for her job from her providers. Due to the 7 day deadline, they reached out to US Service Animals to see if they could help in getting a letter in the time frame and Morgan was referred to psychologist Paul Meyer. The fact that Paul Meyer is physically located in Arizona is irrelevant given the fact that he is licensed in the state of Florida. The Department of health is aware that he operates his practice out of Arizona as it is his address of record on his license.

1. On May 6, 2024, Sue Geigle sent an email to the undersigned stating that Ms. Geigle's friend took "Morgan and animals to vet to make sure everything was transferred into her name and to update all shots." The email was accompanied by the completed form to request a reasonable accommodation and documentation to evidence recent immunizations and licensing for both dogs.

1. Upon receipt of Ms. Geigle's May 6, 2024 email and attached documentation, the Community processed the application for reasonable accommodation. Which they granted on May 13, 2024. No concerns regarding the letter from Meyer's were conveyed to the Complainant by Respondent and Complainant was unaware of any disciplinary records.

1. Respondent failed to communicate any of these alleged doubts, or to raise any of these issues to Complainant. Complainant cannot address concerns it does not know exist. Additional documentation could have been gotten at that time had this information been shared. The only communication Complainant received was the letter which states that “the Community has been provided information sufficient to meet the requirements to grant your requested accommodation”. This letter did not constitute a third warning it states that there had already been complaints concerning continuous barking coming from the home. It doesn’t state that there have been new complaints since the previous letter just that there have been complaints. Even if it had been a warning it would have only been the second warning because the first letter was for a different animal that was removed from the property.
1. The requirement to procure insurance for the animals due to their breed is in and of itself a violation.
1. Morgan did return one of her ESA’s as it was determined that her needs could be met by a singular animal.
1. Complainant has not been provided with any of these complaints or a copy of the police report or the video evidence of “several additional violations”. The only video Complainant has seen was of the altercation on December 16, 2024 where a resident left her porch and observed Morgan around the corner to begin a verbal altercation regarding dog poop more than a month after the accommodation had already been revoked.
1. Morgans accommodation was revoked without an opportunity to cure giving her 7 days to remove the animal from the premises rather than giving her 7 days to address the concerns.
1. An action for eviction was commenced against them on January 22, 2025 which is currently pending in the County Court of Pinellas County. These additional allegations made by the Respondent solely serve to muddy the waters. They are not the basis for the eviction that has been filed and they are not relevant to the issue of whether or not the respondent has discriminated against Complainant in the provision of housing.

In support of their rebuttal the cp also submitted a new doctor's note, dated 3/5/2025, from a treating doctor, and a record of no complaints or discipline for Dr. Meyer's in Florida.

Nature of Document: March 25 CP RFI Reply

Who Provided: den Tuinder, Michael

How Transmitted to HUD: email

Date of Document: March 25, 2025

Date Obtained: March 28, 2025

From: Esparza, Mark S <mesparza@pinellas.gov>

Sent: Tuesday, March 25, 2025 9:54 AM

To: Mitchell D. Tuinder <MTuinder@macfar.com>

Subject: RE: Respondent answer for review and rebuttal

Mr. Tuinder, thank you for the rebuttal. I do have some follow up questions. Please provide the following information:

1. Where specifics of the barking complaints ever asked for from the respondent park by the complainant? If so, when, to whom and how?

Specifics of barking complaints were requested on May 17, 2024 from Palmgrove@rickert-properties.com to which Taylor Wilks the community manager responded saying she would forward the email to Sherry Edwards. Specifically, Sue Geigle requested that if there are complaints about Barking she would like to know because "he hardly barks at all and a camera has been set up with video to confirm any complaints." See also the May 1, 2024 letter addressed to Sheryl Edwards attached.

Besides this request I requested the complaints when I became involved in the case on December 19, 2024 and January 2, 2025. A copy of those emails is attached for your records.

What is the Complainant's reply to the respondent's following assertion:

1.
 1. (In October/November 2024) One resident called the Sheriff due to the constant barking late at night. Was the complainant ever told of this at the time? What is your reply to this?

This was the first that we had heard of this or any call to the Sheriff's department regarding the dog barking. We spoke with Morgan and she has no recollection of such an event. If such a event did occur we were certainly never informed of it. This is another instance where if we had been made aware of the complaint as we had requested in May we could have verified the incident using the camera figured out what the source of the problem was and addressed it.

1.
 1. 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. Is this accurate?

We have not been provided with any of the documentation from these 4 separate occasions. According to Ms. Morgan she picks up the poop after her dog.

1.

1. 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. Is this accurate?

This is partially accurate on December 14, 2024 according to the date stamp on the footage over a month after the accommodation had already been revoked. A verbal altercation did occur between Ms. Davis and a neighbor. The two main issues here are that this cannot constitute the basis for the revocation of the accommodation when it occurred after the revocation. The video was not provided until I twice requested it. The confrontation video is not great some insults were said. Two important issues are that when the neighbor confronts Morgan she has a dog poop bag in her hand which she was not holding when she rounded the corner. This shows that Morgan was intending to pickup the dog poop before she was confronted by the neighbor. Morgan is not being evicted for being rude to neighbors and if that is what she was being evicted for Pinellas county would not be involved. She is being evicted for keeping her ESA in the mobile home park after her accommodation was revoked.

A landlord cannot make the decision to evict based in whole or in part on protected characteristics. It does not matter that the landlord might have the right to evict for other reasons. If the eviction decision was based in part on one of these reasons, the landlord violates the Fair Housing Act. Morgan may have done things that were wrong. But Morgan accommodation was revoked because of complaints of barking and in the final letter failure to pickup dog poop. The sole basis for the termination of tenancy was failure to cure the violation by removing the ESA from the property and this is the sole basis for the eviction action.

1.

1. Prior to the revocation of the reasonable accommodation on 11/6/2024, did the respondent share the video evidence with the Complainant at any time? If so, when?

No the video was not provided until January 6, 2025. A copy of the email as well as the videos is attached.

1. On the face of the charge, different terms and conditions is alleged. What did the complainant mean regarding this allegation?

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.

1. Has the complainant paid pet rent, or a pet deposit for the animals claimed to be an assistance animal, while in the park?

No pet rent or a deposit has not been paid.

1. Does the complainant wish to amend the complaint to include the allegation that insurance was required to obtain approval for the assistance animals?
 1. If so, please provide the communication from the respondent requiring the purchase of insurance.

We would appreciate that. The communication was provided by us when we originally filed the complaint. It was provided by respondent in their response and I am attaching it hereto. The highlighting was done by respondent. The approval of her accommodation provides that she “must obtain a renter’s 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.”

Not only was she required to provide insurance she was required to do so with 7 days of the granting of her accommodation under the threat of another violation, removal of the animal from the community.

1. Who were the neighbors spoken to by Ms. Geigle that reportedly did not complain of the dog(s) barking? Please specify the unit numbers of those spoken with.

I do not have the unit number her name however I do have their contact information Pam Barnak (Morgans Neighbor) 727-260-1535
Fran Tellefsen Cell- 727-342-2186 Home: 727-826-0289

If they do not answer the phone leave a message and they will return your call. You may want to start with Pam as Fran is quiet elderly I’ve been told.

Please free to call me with this information, or otherwise provide a response as soon as possible but no later than Friday, March 28, 2025. If you have any other follow up questions please let me know.

In support, the cp's attorney submitted the following documents:

1. 1/2/2025 email with videos from the respondent's attorney. Videos were taken on 12/14/2024, and showed altercation between cp and another resident while walking dog.
2. 12/19/2024 CP attorney request to respondent attorney for videos.
3. copy of 5/13/2024 termination of tenancy letter.
4. HUD Eviction guidance.
5. 5/1/2024 letter from Geigle to respondent attorney asking if the complaints were valid.

Nature of Document: Signed Amended Complaint and Notice letters

Who Provided: den Tuinder, Michael

How Transmitted to HUD: email

Date of Document: April 01, 2025

Date Obtained: April 01, 2025

Signed Amended complaint and notice letters sent to the parties.

Nature of Document: April 3 Resp RFI and Amendment Response

Who Provided: Edwards, Sherry

How Transmitted to HUD: email

Date of Document: April 03, 2025

Date Obtained: April 18, 2025

1. Please provide all complaints related to dog barking in the park issued since 1/1/2023.

On February 26, 2023, the Community received a written complaint from a resident complaining about another resident's barking dog, a copy of which is included with the transmission of this response as Exhibit 18. The manager spoke to the resident with the dog and thereafter, there were no further issues with this dog's barking. The resident and their dog have since vacated the Community.

On or about August 11, 2023, the park received verbal complaints from 2 of Morgan Davis' neighbors about her dogs barking continuously and at all hours of the night and day. These verbal complaints precipitated the Community's notice to Ms. Davis and Ms. Geigle dated August 11, 2023, which was provided as Exhibit 4 to the Community's original response and which is again included with the transmission of this response as Exhibit 19.

On or about April 29, 2024, the Community received additional verbal complaints about Morgan Davis' dogs. The manager went to Ms. Davis' unit to investigate and recorded the dogs barking, a copy of which recording is included with the transmission of this response as Exhibit 20.

On April 29, 2024, when Morgan Davis received the 7-day Notice of Rules Violation from the Community, she sent a message to the Community through the website used by the Community for new resident inquiries. The message includes a complaint by Morgan Davis "about the black couple that lives behind her" whose 2 pit bulls "bark 24 seven". A copy of this correspondence is included with the transmission of this response as Exhibit 21.

In June 2024, the Community received a written complaint from a resident about dog waste being left in her yard, a copy of which is included with the transmission of this response as Exhibit 22.

In early November 2024, the Community received a verbal complaint from a resident about Morgan Davis' dogs barking. That same resident complained to the Sheriff about the constant barking coming from Morgan Davis' dogs. The Community does not have a copy of this complaint. On November 5, 2024, the Community received a written complaint from a resident about Ms. Davis's dogs leaving waste on her lot and not picking it up, as is required. This resident also

forwarded security video of the incident. The resident's written complaint and security video footage is included with the transmission of this response as Exhibit 23, 23A and 23B.

On November 7, 2024, after Morgan Davis was served with Notice that her Reasonable Accommodation was being revoked, Ms. Davis left a voicemail message for the Community Manager which voicemail included a complaint about other residents' generally failing to pick up their dog waste. A copy of Ms. Davis' voicemail message is included with the transmission of this response as Exhibit 24.

2. How many dogs are currently in the park?

To the best of the Community's knowledge, there are currently 11 residents with dogs in the Community other than Morgan Davis.

3. The complainant alleges they were never provided with the specifics about the dog barking complaints during the tenancy, despite a request for the information. Is that accurate?

This is not accurate. The undersigned spoke to Ms. Davis' attorney, Mitchell den Tuinder by telephone on December 19, 2024. We discussed the existence of written complaints made against Ms. Davis and her dogs by another resident. Mr. den Tuinder sent me an email on December 19, 2024 requesting complaints and a video of Morgan Davis and her dogs, a copy of which is included with the transmission of this response as Exhibit 25. I sent the complaint and video to Mr. den Tuinder by email on January 2, 2025. There was never a request for "specifics about the dog barking complaints during the tenancy."

4. What is the normal process and criteria for resident generated complaints. If the policy is in writing, please submit.

There is no "normal" process for resident complaints. Some residents complain to the Community Manager in person, some call the Community Manager to register a complaint and some complain by email correspondence. The Community Manager evaluates each complaint for the appropriate response based on the type of conduct which has caused the complaint and the severity of the situation and takes action accordingly. There is no written policy.

5. In addition, the complainant has amended her complaint to include the unlawful imposition of additional costs, for the reasonable accommodation, due to the requirement of insurance. Specifically, the complainant alleges that by letter dated 5/13/24, the respondent required the complainant to obtain insurance. Is this accurate?

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' 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' 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' 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 home owners liability is the absolute responsibility of the home owner to maintain. The Community did not view Ms. Davis' 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' 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).

Nature of Document: Pinellas Park Police Reports

Who Provided: Pinellas Park Police

How Transmitted to HUD: website

Date of Document: September 07, 2024

Date Obtained: April 21, 2025

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.

Nature of Document: Respondent video evidence

Who Provided: Edwards, Sherry

How Transmitted to HUD: website

Date of Document: November 05, 2024

Date Obtained: April 21, 2025

Nature of Document: Respondent video evidence-1

Who Provided: Edwards, Sherry

How Transmitted to HUD: website
Date of Document: November 05, 2024
Date Obtained: April 21, 2025

Nature of Document: Respondent video evidence-2
Who Provided: Edwards, Sherry
How Transmitted to HUD: website
Date of Document: November 05, 2024
Date Obtained: April 21, 2025

Nature of Document: April 25 Resp RFI and Reply
Who Provided: Edwards, Sherry
How Transmitted to HUD: email
Date of Document: April 25, 2025
Date Obtained: May 02, 2025

Dear Mr. Esparza:

As you are aware, the undersigned represents Palm Grove Village Mobile Home Park ("the Community"). I am in receipt of correspondence from your office dated April 25, 2025 requesting additional information on the following topics. Please consider this correspondence as Palm Grove Village's response to the same.

1. Regarding the 8/11/23 and 4/29/2024 barking events, is there any further insight or identification of who actually complained. I have been aware of the names of the individuals registering complaints since the initiation of this matter. Your April 25, 2025 correspondence is the first time you requested the identification of these individuals.

The individuals registering complaints about barking are:

Fran Tellefsen - Lot 56

Pamela Barnack - Lot 62

Tom and Tara Jamsky - Lot 57

Sierra Henry - Lot 65

The barking complaint made on 4/29/24 was a complaint made by Morgan Davis about another dog (Exhibit 21).

2. Regarding the call to the police in Fall of 2024 regarding dog barking, who called and when? Fran Tellefsen is the resident who called the police in late October 2024. Sierra Henry also called the police complaining about Morgan Davis and her dog in November 2024 (see Exhibit 26).

3. Regarding the requirement of insurance on animals, is the complainant the only person-required to have insurance on their animals or have others been required to do so as well? What are the criteria for requiring insurance on animals. If written, please provide. Rule 40(g) establishes a prohibition on certain breeds of dogs known for aggressive behavior. Ms. Davis' 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.

4. As confirmation, the videos submitted titled 23A and 23B appear to have been taken in December 2024 and not on or about November 5, 2024. Is that correct?

You are correct. The videos provided as 23A and 23B were taken in December 2024.

In researching your latest question, I see that I omitted providing Exhibit 23 (the email transmitting Exhibits 23A and 23B to the Community) to you with the Community's April 18, 2025 response. It is included with this correspondence.

The complaint received on November 5, 2024 is enclosed as Exhibit 26.

Thank you for the consideration of my client's response. Should you have any questions or need further information, please feel free to contact me directly.

500

Nature of Document: CP rebuttal to Resp April 25 RFI reply

Who Provided: den Tuinder, Michael

How Transmitted to HUD: email

Date of Document: May 05, 2025

Date Obtained: May 05, 2025

Dear Mr. Esparza:

I hope this correspondence finds you well. I am writing this in response to your email dated Friday April 25, 2025. I have reviewed the letter from Ms. Edwards as well as the various exhibits that were sent along with it.

Palm Grove Village received a written complaint from a resident on February 26, 2023, regarding nightly barking from a dog in unit 28. They responded to this written complaint by having the park manager just speak with the resident and that resolved the issue. In comparison on August 11, 2023, when the Park received a verbal complaint from Ms. Davis' neighbors the decision was made to send a written violation notice that same day. Without any standard process or criteria it's difficult to know why these two complaints that appear similar on their face were treated so differently by Palm Grove Village. The dog at issue in this alleged complaint was removed from the premises and did not return.

The community has been aware of Ms. Davis' disability as long as she has lived there. Attached as exhibit A is a correspondence dating back to September 2020 in which Sue Geigle requested that all important correspondences get sent to her also due to Morgans disabilities. The Park Manager at the time Joanna Nelson agreed that the Park would do that. This first Violation notice was sent via email by Taylor Wilks on August 11, 2023, to Sue Geigle. The issue of leaving the back door open so that the dog could access the patio area was addressed and to our knowledge no further complaints were received regarding that dog.

On April 29, 2024, the Park manager apparently took a video of Ms. Davis' new dogs Poncho and Bella barking. A violation letter was sent the very same day by the Park's attorney. A letter was sent by Sue Geigle disputing that the dogs barks on May 1, 2024 and on May 17 it was requested that complaints of barking be provided to Sue Geigle so that she could verify them using a camera that had been set up.

Counsel for Ms. Davis requested on December 19, that a copy of the complaints as well as the video be provided. The only video produced was on January 2, 2025 and was the video of the dispute between Ms. Davis and her neighbor. The video taken by the manager was not produced and neither was the written complaint.

Ms. Davis' request for reasonable accommodation was granted on May 13, 2024. In that request the park stated " The Community has been provided information sufficient to meet the requirements to grant your requested accommodation". There was no mention that they believed this request was not being made in good faith or that there were any irregularities in the application. The Park did not engage in a good-faith dialogue to address any of the concerns they allege that they had with the request for accommodation. It is true that a request for accommodation after a housing provider seeks to terminate the resident's lease or tenancy because of the animal's presence, may create an inference against good faith. However, this was not raised at the time the application was made or granted and is only being raised after the allegation of discrimination had been made.

The same Hud Guidance that counsel for the park cites makes clear that "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". Therefore, it is not relevant to the issue whether the dog was a Pomeranian or a Great Dane. The document also makes clear that "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".

The Park argues that it was allowed to require Ms. Davis to obtain insurance for her ESA. However HUD and DOJ guidance make clear that this is not the case. *See Joint Statement, Q and A 11 (May 17, 2004), at <https://www.hud.gov/sites/documents/huddojstatement.pdf>; Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt., 778 F. Supp. 2d 1028 (D.N.D. 2011)*. The park contends that the rationale behind their requiring Ms. Davis to maintain liability insurance was to cover injury or damage caused by the dog. There is however, no evidence to suggest that the Park requires this insurance for the animals it regularly approves.

Nature of Document: May 8 Resp CP dog complaint

Who Provided: Edwards, Sherry

How Transmitted to HUD: email

Date of Document: May 08, 2025

Date Obtained: May 08, 2025

From: Palm Grove Village <palmgrove@rickert-properties.com>

Sent: Thursday, May 8, 2025 10:49 AM

To: Sherry Edwards <sedwards@edwards-lawfirm.com>; Katherine Douse <assistant1@edwardslawfirm.com>

Cc: Charles Valenti <cvalenti@rickert-properties.com>

Subject: Palm Grove Village - Lot 63 Morgan Davis Complaint

Good morning Sherry,

This morning Boyd Bethany Lot 43 stopped by the office to notify me that Morgan Davis, again

let her dog poop in his yard without picking it up. Attached is a video of her walking the dog with no bag. He mentioned that she walked her dog back and forth on the lot, and then, let her pet poop in the lot right before the camera could catch it. He went out and took a picture of her leaving it behind.

Nature of Document: May 8 Resp complaint of CP Dog
Who Provided: Edwards, Sherry
How Transmitted to HUD: email
Date of Document: May 08, 2025
Date Obtained: May 08, 2025

Video of the cp walking her dog near an area where unretrieved dog feces was found.

Nature of Document: Sunbiz search records
Who Provided: Intake
How Transmitted to HUD:
Date of Document: January 31, 2025
Date Obtained:

sunbiz search results

Nature of Document: Property Appraisers search results
Who Provided: Intake
How Transmitted to HUD:
Date of Document: January 31, 2025
Date Obtained:

Property appraisers search results

Nature of Document: Signed Complaint
Who Provided:
How Transmitted to HUD:
Date of Document: January 28, 2025
Date Obtained:

Nature of Document: Notification Letters
Who Provided: Intake
How Transmitted to HUD:
Date of Document: January 30, 2025
Date Obtained:

OHR letter sent to RP 1 sent to
Rickert Properties Inc.
c/o Wayne Rickert, Registered Agent
5517 21st Avenue West

Suite H
Bradenton, FL 34209
Contains
Cover letter
Copy of signed 903
Conciliation form
RFI questions
100 day notice
Registered mail notice

Nature of Document: Notification Letters
Who Provided: Intake
How Transmitted to HUD:
Date of Document: January 30, 2025
Date Obtained:
OHR letter sent to RP 2 sent to
Wayne C. Rickert, d/b/a Palm Grove Village MHP
c/o Rickert Properties Inc., Registered Agent
5517 21st Avenue West
Suite H
Bradenton, FL 34209
Contains
Cover letter
Copy of signed 903
Conciliation form
RFI questions
100 day notice
Registered mail notice

Nature of Document: Notification Letters
Who Provided: Intake
How Transmitted to HUD:
Date of Document: January 29, 2025
Date Obtained:
OHR letter to CP's atty contains
cover letter
903 signed
100 day notice

C. Interrogatories

D. Factual Observations

Betina Baron

Betina Baron, Human Rights Compliance Manager