

May 13, 2020

Final Investigative Report

Case Name: Anthony Knaver V. Bruce Mills

Case Number: 04-20-9950-8

I. Jurisdiction

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

The respondent(s) receive no federal funding.

II. Parties and Aggrieved Persons

A. Complainant(s)

Anthony Knaver
3198 56th. St. N
St. Petersburg, FL 33710

Complainant Allegations

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

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

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

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

"Mr. Mills asked to see photos of the dogs, as well as our Craigslist ad, which I had mentioned to him. I showed him pictures of Maverick, some of which were posted on my ad, which was titled "Seeking dog friendly roommate(s) to

split house St Pete October". I also showed him photos of Dan's dogs. He told us he loved dogs and then showed us some photos of his dogs in turn."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Notice of Noncompliance form that was attached stated:

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

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

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

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

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

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

"Dan Steel was never asked to provide any documentation for his two dogs, and Mr. Mills never asked for nor received a written request for permission from Dan to stay with his two dogs. He was simply not targeted for eviction for having dogs without written permission. Only I was targeted."

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

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

"Examples of the physical and mental stressors faced during my chemotherapy include: the original searching for a house, meeting with Mr. Mills, signing the lease, physically packing, loading, moving, unloading, unpacking; communicating with him repeatedly to fix things he had promised would be fixed and was supposed to fix before we even moved in; disputing with him over a toilet leaking sewage, my ESA, a broken water pipe that was actively

gushing water, housing code violations, and other repairs he never fixed; worrying that we would have an eviction on our records and not be able to find a place to live; fielding his harassing and abrasive communications throughout the dispute; consulting with lawyers (who we ultimately did not hire based upon their recommendations); having to do my own legal research; drafting, revising, and sending certified written letters and notices, searching online and in person for yet another new house, physically packing everything up, loading, moving, unloading, and unpacking all over again.”

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

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

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

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

“In hindsight, I believe Mr. Mills may have intentionally provided us with an alternate lease to sign, different than the one he had sent us to review. I believe he did this so that we wouldn’t have the opportunity to fill in the number of dogs he had allowed us to have. By providing us with a different lease with a No Pets Policy, he could therefore claim ignorance of allowing the dogs to be there, should he ever need a reason to evict us. After doing research online, speaking to neighbors and the Codes Compliance manager for St. Petersburg, Nazli Wells, we learned that he has tenants constantly in and out of that house. He told us himself he has had to evict too many people, which is why he was so thorough with getting our references, background and credit checks, and proof of income. We researched him after he threatened eviction and found at least one previously filed complaint on Mr. Mills from a previous tenant whom he harassed and neglected his landlord repair duties with. Neighbors also told us that he was evicting people on technicalities. I believe it was/is his MO to find tenants, charge them an exorbitant \$6,600 to move in (\$2200 each first month, last month, and security deposit), and then shortly after find some reason to evict them to keep their last month’s rent and/or deposit.”

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

B. Other Aggrieved Persons

Ashley Nikolopoulos
3198 56th. St. N
St. Petersburg, FL 33710

C. Respondent(s)

Bruce Mills
P.O. Box 131
Thonotosassa, FL 33592

Respondent Defenses

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

D. Witnesses

Steve Grant

Nazlie Wells
St. Petersburg Code Enforcement

Joe Waugh
St. Petersburg Code Enforcement operations manager

Devon Haggitt
St. Petersburg Legal Department-assistant city attorney
P.O. Box 2842
St. Petersburg, FL 33731-2842

Dan Steel

Alex Travers

Ben Anderson

III. Case Summary

A. Interviews

Respondent Mills, Bruce
Date of Interview: January 16, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Return call to respondent Bruce Mills on this date. He stated he was going to consult with an attorney about the matter. The respondent stated the cp had placed the incorrect date, saying their issues were in late 2018 and early 2019. The respondent was told of the FHAP Jurisdictional reach and told to contact the mediator regarding resolution inquiries. The respondent stated he would call on Monday after obtaining legal advice.

Respondent Mills, Bruce
Date of Interview: January 21, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Call from respondent Bruce Mills on this date, with his attorney Reissman law on the telephone who did most of the talking. He denied any realtor or broker was used, and the FHAP process was discussed. The respondent was told of the need to reply.

Complainant Knaver, Anthony
Date of Interview: February 04, 2020

Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Call from Cp Knaver who stated the respondent had 3 properties. He stated he had one listed in clearwater with an ex-wife.
Regarding the January 2019 harm, the cp stated this was the last day the respondent could return his security deposit. The cp claimed there were damages and a dog bite as the reason for withholding the security deposit.
The cp said it was the respondent's method of operation to "turn and burn" tenants by evicting them and keeping their money, saying he did this to others.
The cp stated the respondent had 80 pages of codes violations.
The cp stated he waited to file because he was busy and got cancer as well.
The cp stated they signed a mutual termination of the lease and left the premises on 12/13/2019.

Complainant Knaver, Anthony
Date of Interview: February 13, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Call from cp Knaver on this day who was told of the jurisdictional coverage of the respondent and of applicable law chapter 70. The cp was appraised of the respondent's jurisdictional defense.

Complainant Knaver, Anthony
Date of Interview: February 21, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Return call to the cp who stated the respondent had rented a detached garage dwelling as part of their rental transaction, and believed this possibly counted as a separate transaction. The cp was told of the jurisdictional defenses and told to obtain any information he believed that showed the respondent to be jurisdictional. The cp believed the code enforcement officer perhaps had information, as did the neighbors.

Complainant Knaver, Anthony
Date of Interview: March 06, 2020
Type of Interview: In-Person
Interviewer: ESPARZA, MARK S

In person with cp Knaver at the PCOHR. The cp was explained the process of the cp's allegations being replied by the respondent, and in turn with the cp having to overcome the respondent's stated position to establish his case. He stated he had not signed the mutual termination document with the respondent, and stated the respondent had sent photos of an alleged dog bite that did not match up with the photos provided in his answer. The cp was hesitant about providing more information, citing disability privacy concerns and concerns over litigation strategy. The cp believed that if he provided further information, it would be shared with the respondent to his detriment.

Other Witnesses Steel, Dan
Date of Interview: March 28, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Interview with Dan Steel on this date.
Dan confirmed he had been the complainant's roommate at the house and had met the complainant during that house

search. He stated they lived together for another year after departing the respondent's house, until Dan moved to Virginia.

Regarding what he knew about the matter, Dan stated they had found the dwelling on craigslist. He stated that when they visited it was still being worked on by Mr. Mills, and they came to an agreement about everything, including the complainant's emotional support animal. Dan stated the only red flag was that the repairs were not getting done.

Dan stated that after roughly 3 weeks they had a plumbing issue, which he believed was the complainant's toilet. He stated the cp he got woke him up one morning who told him the respondent landlord wanted them gone. He stated it was completely out of the blue. He stated there was an accusation of a dog bite and that they had asked for stuff outside the scope of the landlord/tenant relationship. Dan stated they had to leave by the end of the month.

Dan stated they were completely baffled and began looking at the respondent's history and speaking to the neighbors. They ascertained there had been a highly suspect number of new tenants moving in and then getting kicked out. He noted that one lady had stated in the court pleadings that the respondent had been standing over her bed at night after coming in announced.

Dad said they also found out the residence should not have been rented out. Dan stated the code officer had asked him what they were doing in the dwelling. Dan stated they then went to respondent Mills and told him they knew about his shady dealings. They offered option A, which was to go to court, or option B, to part ways. So, they signed an agreement to end the lease.

Dan stated that respondent Mills knew about Maverick moving in, and that he was a support animal. He stated he witnessed the cp inform the respondent directly himself, on the day they signed the contract, and during a separate instance of viewing the property prior to signing. Dan noted that the respondent was at the property working, along with his own dogs during that prior visit, and that the conversation was nothing spectacular.

Regarding whether Maverick had bitten the respondent, Dan replied no, stating the respondent did not say anything until weeks after. When asked if they respondent had not complained during a Repair at the property, Dan replied "what repair?" Dan stated the only repair visit he remembered by respondent Mills was when he came to get wood from the backyard.

Regarding why the landlord would allow Dan to keep his two dogs yet one Maverick out, Dan replied he had no idea. Regarding whether the landlord had ever asked the complainant for supporting information about his support Animal, Dan stated he knew the complainant had sent it. Regarding how he knew, Dan stated that the complainant had showed him either the text or email of having provided the information.

Regarding whether the landlord had asked to see the license or vaccination information for his dogs, Dan replied no. When asked if this request had not been on the Seven day Notice, Dan replied he did not receive that information and did not know anything about a seven day notice. He stated they never received a formal eviction notice and that nothing had been posted on their door. When Dan was read the Seven day Notice by the investigator, Dan replied "oh wow, is that formal notice? I never saw any formal notice."

Dan stated there had been no proof of a dog bite. When asked if the landlord had sent him a photo of the dog bite, Dan replied he had seen a picture allegedly of a dog bite, but that he only saw red skin. Dan stated he was not sent that photo by the respondent, but was shown the photo by the complainant. Dan wasn't sure when he saw the photo but stated it was definitely after being informed they were leaving. Dan stated it was sent to them after , and not when it happened. Dan stated that it allegedly happened at the residence but noted the respondent did not tell anyone at all while on-site.

And email with the investigators contact information was been sent to Dan just in case you needed to add, revise or clarify any information.

Other Witnesses Travers, Alex
Date of Interview: April 06, 2020

Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Call to Alex Travers on this date. He stated he met the complainant after moving from North Carolina to Florida and found him on craigslist. He stated they were roommates for three months in a house previous to the respondent's subject property.

Regarding what he knew about the matter he stated the landlord had known about the three dogs and that they had agreed upon some repairs being done.

He stated he would fix them while they were living there but it never happened.

Travers stated that they complainant and his girlfriend were fine with the respondent landlord. However, a month later stuff fell apart and they were blamed.

Travers stated that someone said a dog bit the respondent. Travers said that was "crazy to him", that it could have been a nip, a "get to know you" graze, but that he's never known Maverick to be aggressive.

Regarding whether Maverick had bitten the landlord Travers personally did not know. He stated that the respondent landlord told him that it happened while he was on site fixing something. Travers confirmed the respondent landlord brought it up while at the rental, and while they were tenants.

Regarding the tenor of the respondent's communication about the dog bite, Travers replied it reminded him of the older, "Cheech" actor who was engaged in a chill situation.

Travers confirmed the landlord showed him his hand at the time and that it was near his thumb. Regarding whether the skin had been broken, Travers replied it was like a scab that had been picked on.

Travers stated the conversation turned to the respondent's dogs and about whether he would warm up to Maverick. They also talked about the waterline and PVC tubing, wherein the respondent asked Travers if the cps had broken it.

Travers confirmed they were definitely living in the rental when told on the dog bite. Travers believed he had a text about the bite around the time he was told, that it was between November 10 to December something. Travers stated he would check on the date and get back to the investigator.

Regarding whether they responded landlord knew that Maverick was moving in, Travers replied yes, 100%. Travers stated he was personally present when all three dogs were spoken about with the landlord. Travers recounted how one dog almost got hit in the street while they were viewing the property.

Travers stated the Cp had told the respondent Landlord that Maverick was a support animal, and knew this just from living with the complainant. He stated they complainant told him initially as well.

Regarding why the cp and Maverick were asked to leave yet dan's dogs were allowed to stay, Travers replied that's what they were trying to figure out. They thought it was to get the complainant out are using his dog. Driver stated he never saw Dan talking to the respondent landlord about his dogs.

Travers stated he would attempt to find the information related to the dog bite and convey it to the investigator.

Other Witnesses Anderson, Ben
Date of Interview: April 29, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Call to current tenant Ben Anderson on this date.

Anderson stated he found the place through his ex-boss' new wife, who was previously married to the respondent Landlord.

He stated no realtors or property managers were used in locating and renting the property.

He stated it all started off well but ultimately cost him his job.

He did it he began renting in February 2019 and did not have a written lease at that time.

He stated they paid weekly but that it was basically a month to month tenancy. Anderson stated they did not have enough money to pay the rent month-to-month, so they were making weekly installments towards the monthly rent.

Anderson confirm there had been an eviction, stating that respondent alleged they owed him money. However, Anderson disputed this. Anderson stated respondent Mills had made them switch the utility to their name, and that a security deposit had to be paid. However Mills stated they owed him money and filed an eviction.

Anderson stated they finally got a written lease as part of the resolution of the eviction action. He stated they got, he and his wife and two children, a new lease of a 12 month duration in December 2019. Anderson mentioned that his daughter was autistic and loved the big yard. Therefore, Anderson made the effort to remain.

Anderson confirmed he was still a resident at the dwelling. Regarding why they did not sign a lease at the beginning, Anderson stated the respondent kept putting it off.

Other Witnesses Grant, Steve
Date of Interview: May 04, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Call to purported property manager Steve Grant on this day. Grant Did not recognize the respondents name and stated that if he had worked for him it would have been very brief as he did not recall it at all. He took the investigator's name and number and stated he would look up he respondent's name.

Other Witnesses Haggitt, Devon
Date of Interview: May 05, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Call to Saint Petersburg City attorney Devon Haggitt on this date. She stated the respondent landlord had a few violations with them and that her only involvement was when the cases went before the board. She confirmed there had been a rental re-let charge related to the property band that it was possibly an older violation that was reactivated upon seeing new occupants. She stated the rental violations had been since closed. She mentioned there had been at least 10 cases in 2018 alone.

Other Witnesses Wells, Nazlie
Date of Interview: May 05, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

Return call from code enforcement officer Wells on this day. She stated she knew the respondent landlord had a family in the main house currently, but did not believe the detached garage unit was currently occupied. She did not know the move-in date of the current occupant. She did not know if the respondent had rented the unit after December of 2018.

Wells confirmed there had been a rental re-let violation but did not feel comfortable discussing the matter with the

investigator. She believed the violations had been the Cp's complaints against the respondent that were still in violation, but stated there also had been 2 prior Codes complaints against the respondent landlord by others.

Other Witnesses Waugh, Joe
Date of Interview: May 05, 2020
Type of Interview: Telephone
Interviewer: ESPARZA, MARK S

A call was then made to Joe Waugh, Operations manager for Code Compliance for the city of St. Petersburg. He stated that the rental re-let violation did not necessarily contain occupant names. Instead, it was simply the reactivation of a prior, interior violation that had never been rectified by the landlord. Waugh stated that if they became aware of a new occupant, the code violation would be reactivated and pursued against the respondent landlord. If there were no occupant, it would remain dormant. Waugh stated they first became aware of possible occupancy in April 2019. Waugh agreed to forward the relevant rental re hyphen lead violation cases to the investigator.

B. Documents

Nature of Document: Cp intake form
Who Provided: complainant
How Transmitted to HUD: email
Date of Document: December 06, 2019
Date Obtained: December 06, 2019

Cp intake form and documents

Nature of Document: 903, conciliation, letters
Who Provided: CP
How Transmitted to HUD: Mail
Date of Document: December 12, 2019
Date Obtained: December 17, 2019

Nature of Document: Letter from non respondent Bruce Mills
Who Provided: Bruce Mills
How Transmitted to HUD: email
Date of Document: January 04, 2020
Date Obtained: January 04, 2020

Letter from person with the same name who indicated he had been erroneously sent the department letter requesting a response.

Nature of Document: Pinellas Hillsborough Prop. Appr. information
Who Provided: PCOHR
How Transmitted to HUD: internet
Date of Document: January 06, 2020
Date Obtained: January 06, 2020

Pinellas and Hillsborough County Property Appraiser information for the respondent.

Nature of Document: Mills FDLE flyer
Who Provided: PCOHR
How Transmitted to HUD: Internet

Date of Document: January 07, 2020
Date Obtained: January 07, 2020

Respondent Mills "mugshot" for previous crime.

Nature of Document: respondent 2018 2019 eviction information
Who Provided: official records
How Transmitted to HUD: internet
Date of Document: October 21, 2019
Date Obtained: January 21, 2020

Civil court filings for eviction initiated by the respondent against tenants during 2018 and 2019.

Nature of Document: respondent marriage dissolution
Who Provided: official records
How Transmitted to HUD: internet
Date of Document: September 28, 2011
Date Obtained: January 21, 2020

dissolution of marriage documents to show different names of spouses as compared to clearwater deed.

Nature of Document: Other Mills clearwater deed
Who Provided: official records
How Transmitted to HUD: internet
Date of Document: April 30, 1991
Date Obtained: January 21, 2020

Copy of warranty deed for non-respondent Bruce Mills.

Nature of Document: Jan 29 Resp RFI
Who Provided: respondent
How Transmitted to HUD: email
Date of Document: January 29, 2020
Date Obtained: February 04, 2020

January 29, 2020 RFI to Respondent.

Nature of Document: Feb 6 Resp RFI
Who Provided: PCOHR
How Transmitted to HUD: email
Date of Document: February 06, 2020
Date Obtained: February 06, 2020

February 6, 2020 RFI to Respondent

Nature of Document: Feb 6 Cp RFI
Who Provided: cp
How Transmitted to HUD: email
Date of Document: February 06, 2020
Date Obtained: February 13, 2020

February 6, 2020 RFI to complainant.

Nature of Document: respondent answer
Who Provided: respondent
How Transmitted to HUD: email
Date of Document: February 20, 2020
Date Obtained: February 20, 2020

Respondent position statement

Nature of Document: PC Legal opinion on Dr. note
Who Provided: county legal
How Transmitted to HUD: email
Date of Document: February 21, 2020
Date Obtained: February 21, 2020

PC Legal opinion on Dr. note

Nature of Document: Feb 26 Cp RFI
Who Provided: cp
How Transmitted to HUD: email
Date of Document: February 06, 2020
Date Obtained: March 04, 2020

February 26, 2020 RFI to complainant

Nature of Document: PC Legal opinion on number of transactions
Who Provided: county attorney
How Transmitted to HUD: email
Date of Document: March 26, 2020
Date Obtained: March 26, 2020

PC Legal opinion on number of transactions

Nature of Document: centerstone corp. information
Who Provided: internet
How Transmitted to HUD: internet
Date of Document: March 30, 2020
Date Obtained: March 30, 2020

Division of corporation information for Centerstone.

Nature of Document: March 31 Resp RFI
Who Provided: respondent
How Transmitted to HUD: email
Date of Document: March 31, 2020
Date Obtained: April 13, 2020

March 31, 2020 RFI to respondent.

Nature of Document: Anderson eviction information
Who Provided: official records
How Transmitted to HUD: internet
Date of Document: October 21, 2019
Date Obtained: April 29, 2020

Respondent eviction filing information and response by resident Ben Anderson.

Nature of Document: Code enforcement Records
Who Provided: St. Petersburg Codes
How Transmitted to HUD: email
Date of Document: November 01, 2018
Date Obtained: May 05, 2020

Code Enforcement Reports:

1. 18-00029010: Report reviewed the violation and inspection of the property. The report noted the property was vacant as of 1/16/2019, with the Respondent's name on the water utility account. The unit was noted to be advertised for rent as a two bedroom as of 2/14/2019. Utility account was under tenant's name Ben Anderson by 6/6/2019.

Nature of Document: Code enforcement record 2
Who Provided: St. Petersburg Codes
How Transmitted to HUD: email
Date of Document: November 01, 2018
Date Obtained: May 05, 2020

1. 18-00029416: 11/7/2018 inspection with new tenants (Cp Knaver). As of 12/18/2018, the property was noted to be owner occupied. On March 19, 2019, occupant indicated respondent was no longer living at subject property. By 5/1/2019, the property was listed to be occupied by tenants.

Nature of Document: 100 day letters
Who Provided: PCOHR
How Transmitted to HUD: In person
Date of Document: May 07, 2020
Date Obtained: May 07, 2020

100 day letters sent to the parties.

C. Interrogatories

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

Jeff O. Hill 5-14-2020
CPUSE