

DETERMINATION OF REASONABLE CAUSE

DATE: December 8, 2023

CASE NAME: Jad Joubran v. Beau Monde, Inc./Castle Mgmt., LLC

CASE NUMBER: HUD No.:04-23-5313-8/PCOHR No.: PC-23-039

I. JURISDICTION:

A complaint was filed timely on August 9, 2023, alleging that the complainant was injured by a discriminatory act. The Complainant Jad Joubran (hereinafter “CP Joubran”) alleges that the Respondent subjected him to discriminatory terms and conditions and denied his Reasonable Accommodation request on the basis of disability, in violation of sections 804(f)(2) 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 Code of Ordinances (Chapter 70).

The most recent act is alleged to have occurred on June 14, 2023, and is continuing. The respondent housing provider is Beau Monde, Inc. (hereinafter “RP Beau”) and the respondent property management company is Castle Management LLC, d/b/a Castle Group (hereinafter “RP Castle”). The respondent does not receive federal funds.

All jurisdictional requirements have been met.

II. COMPLAINANT’S ALLEGATIONS

CP Joubran and his wife Roula Joubran (AP Roula) belong to a class of persons whom the Fair Housing Act (the Act) protect because they are involved in a protected activity. CP Joubran and AP Roula own the property located at Gulf Blvd. Apt. 409 St. Pete Beach FL 33706. The property is governed by Beau Monde Inc. (RP Beau) and managed by Castle Group (RP Castle). CP Joubran states that he requested a reasonable accommodation to walk his support animal (SA) in the common areas and his request was denied.

On May 9, 2023, CP Joubran received a letter from Deborah Ippolito (RP Ippolito) (Property Manager) authorizing the support animal. CP Joubran was given a set of rules that indicate that the animal must be carried in the common areas, nor walked outside. CP Joubran states that the animal weighs 40 pounds and due to his disability, he is unable to carry the animal. CP Joubran then met with Kay Belface (last name revealed during the investigation) at the manager’s office to discuss how the rules and regulations make it impossible for him and AP Roula to live and enjoy the property. CP Joubran then notified her that he had done extensive research and forwarded to RP Beau's attorneys asking for a review of the research in order to justify the reasonable accommodation request.

A week later, AP Roula was walking the dog and was approached by two board members who started asking questions regarding the SA. AP Roula answered as much as she could, however felt harassed by the board members who consistently asked who the SA was for and other disability related questions that were not pertinent to AP Beau members. On June 30, 2023, CP Joubran received letter from the attorneys for RP Beau advising that he was not in compliance of

the rules and regulations indicating that the SA was now a liability. RP Beau's attorney advised CP Joubran that either he complied with the regulations regarding the animals, or that the animal would have to be removed. CP Joubran states that the letter sent by the attorney is a denial of the reasonable accommodation.

III. RESPONDENTS' DEFENSES:

As their defense, RP stated, "After registering the emotional support animal with the Association, Complainant failed to submit a picture of the animal, failed to submit vaccinations of the animal and failed to properly attend to the animal's excretions. Additional violations of the rules and regulations were noted by the Association including:

- a. Members of Complainant's family have repeatedly walked the emotional support animal on a leash throughout the condominium building and on the Condominium Property, instead of carrying the dog or using a carrier as required by the rules and regulations. Management for the Respondents spoke to Complainant regarding this issue, but to no avail.
- b. On June 6, 2023, the Complainant's ESA was observed relieving itself on the side of the path into the first-floor garage in violation of the Rules and Regulations.
- c. Complainant engaged in confrontational, threatening, and harassing behavior towards members of the Respondents, in incidents occurring on June 5, June 19 and/or 20, 2023, regarding his recently approved ESA, where, among other things, Complainant threatened to take legal action against the Association.
- d. The Complainant received a letter from the Association's legal counsel on June 30, 2023, further detailing these concerns and violations by Complainant with a request for immediate compliance.

The factual record will demonstrate that the Association has not discriminated against the Complainant in any way whatsoever and has instead sought to balance the interests of the Complainant with those of other unit owners. The rules and regulations regarding the emotional support animals imposed on Mr. Joubran, as set forth in Respondent's May 9, 2023, letter, are consistent with the rules and regulations applied to other owners. If the Respondent did not impose such rules on Mr. Joubran, this may imply discrimination against other owners who have also sought ESAs prior to Mr. Joubran.

Respondents admit that Complainant received an approval letter for his emotional support animal on May 9, 2023, which included a set of rules and regulations. Respondents are unaware of the weight of the ESA and have not been provided any information related to physical disabilities of Complainant that would prevent his carrying of the ESA, as required by the rules and regulations.

Respondents deny that Kay Belfance and Rose Noritake asked any questions regarding the ESA in their interaction with Roula Joubran, which was cordial and professional. To the contrary, during this interaction, Roula Joubran volunteered that the dog was her ESA.

Respondents admit that Complainant, in an agitated, harassing, and intimidating manner, cornered Ms. Ippolito and Ms. Belfance at the manager's office, but deny that the rules and regulations make it impossible to live and enjoy the property.

Respondents further deny that any research was provided and that an accommodation was requested. Respondents further deny that Ms. Belfance asked any specific questions regarding the ESA. Respondents admit that a June 30, 2023, letter was sent to Complainant from the Association's counsel. Respondents deny that any request for an accommodation was made by Complainant to be excused from carrying the ESA through the property, as required by the rules and regulations, adding that the CP suffered from a non-physical disability.

Pursuant to further questions, RP Beau provided further information indicating two other animals had been allowed to be walk instead of being carried. One animal, the visiting daughter of a resident, was stated to be a service animal that RP Beau 'did not view as required to comply because the service animal was working for the handler and could not do so being carried', and the 2nd was an animal whose resident owner's health condition had changed and obtained a written and approved waiver to the carrying rule in 2015.

IV. FINDINGS:

Findings:

- 6/13/2021 CP Joubran obtains animal (dog).
- Feb. 2023 CP Joubran states he is assaulted by another respondent building resident, without punishment from RP Beau. (CP Joubran later argued this person should have been sent a warning letter by the board).
- 3/1/2023 RP Beau sends warning letter to CP Joubran about moving furniture during unpermitted hours. This was related to the above incident.
- 3/23/2023 Dr. note for both CP Joubran and wife AP Roula's request for a support animal, which Respondent initially rejected.
- 5/9/2023 CP Joubran provides further information for himself, and RP Beau sends letter approving CP Joubran's support animal. CP Joubran provides proof of vaccinations.
- 6/1/2023 CP Joubran arrives at RP Beau complex with support animal for the 1st time.
- 6/5/2023 CP Joubran emails property manager Debbie RP Ippolito about encounter wherein RP Ippolito allegedly told AP Roula to use side stairwells and carry doctor's notes; CP Joubran objects and states he will not do this in the email.
- 6/6/2023 CP Joubran emails link about FHA and support animals to RP Ippolito, asking for clarification of their rules.
2nd week of June, CP Joubran's wife is asked by Board member Rose Noritake (Treasurer) and Kay Belfance (Secretary) who the dog is for/If the wife cleans up.
3rd week of June, CP Joubran has meeting with Kay Belfance and Debbie about the restrictive rules.
- 6/19/2023 Prop. Manager Ippolito emails Board President Brian and attorney Anne Hathorn requesting update for CP Joubran's previous inquiry about the restrictive support animal rules.
- 6/30/2023 Respondent RP Beau's attorney Anne Hathorn sends warning letter to the CP Joubran.
- 7/8/2023 CP Joubran returns home to Canada with the dog.

V. ANALYSIS

In summary, CP Joubran alleged this was his first visit to the building with his support animal, approved by RP Beau on 5/9/2023.

He stated that shortly after arriving at the Respondent property on or about 6/2/2023, AP Roula was approached by property manager RP Ippolito who communicated to her that she should use the stairwell and to carry her doctor's note with her while with the dog. CP Joubran stated that after this occurrence, he emailed the property manager on 6/6/2023 to indicate he could not carry the animal, would not use the stairwell, and would not carry a doctor's note while walking the dog. He asked for clarification on these instructions and sent another email dated 6/6/2023, to property manager RP Ippolito arguing that Federal Fair Housing law allowed his support animal to walk on property and to have access to the common areas. On this email he attached an article written by law firm Poliakoff advising clients that restricting support animals on community property was possibly unlawful.

CP Joubran alleged that during the 2nd week of June, board members Rose Noritake and Kay Belfance approached his wife who was walking the dog and questioned if the ESA dog were for her, and whether she was retrieving the pet waste. After hearing of this encounter, CP Joubran met with Kay Belfance and RP Ippolito at the complex to ask them about this encounter with his wife. CP Joubran asked they not approach his wife, but him instead. He stated that Belfance then asked him who the dog was for. CP Joubran felt this question was inappropriate and replied without answering the question. He stated the encounter was civil and courteous.

CP Joubran alleged that on 6/19/2023, RP Ippolito followed up with the Board President, Brian Bodor and respondent attorney Hathorn by email about CP Joubran's concerns seeking clarification of the current support animal rules. Specifically, RP Ippolito wrote that CP Joubran felt that RP Beau's current support animal restrictions were "at odds" with the legally related article he had submitted and requested an update.

Afterwards, on 6/30/2023, CP Joubran was sent a letter from RP Beau, through their attorney, indicating they would take legal action to remove the animal and/or undertake additional actions to stop any further rules violations allegedly related to the dog, such as his failure to carry or carriage the animal.

The 6/30/2023 letter from attorney Hathorn to CP Joubran cited the violations as repeatedly walking the dog through common grounds, instead of carrying/strolling the animal, that the animal had relieved itself on community property in violation of the rules and that CP Joubran had engaged in confrontational, threatening, and harassing behavior towards members of the administration in incidents occurring on June 5, June 19 and/or 20, 2023.

The letter threatened legal action if he did not begin carrying/strolling the animal until off property, and to cease and desist any further nuisance, harassing, threatening behavior towards the association's manager and all board members.

After receiving the letter CP Joubran spoke with RP Ippolito and confirmed with RP Ippolito that he had not been rude with her during their encounter with Belfance about his support animal. Thus, CP Joubran could not understand why he had received this letter.

Regarding the analysis and as an initial matter, during the investigation CP Joubran clarified he had no actual articulated harm as part of the different terms and conditions allegation due to disability in violation of 804(f)(2). Regarding the elements of a claim of different terms and conditions, the Prima Facie elements must establish the following:

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

When asked what harm comprised the different terms allegation, he cited various possibilities but never firmly settled on one of them. Thus, there is no allegation of different terms and conditions due to disability in this investigation.

Regarding the issue of a denial of a reasonable accommodation, it is noted that CP Joubran's support animal was approved by RP Beau on 5/9/2023. The issue in the case is whether CP Joubran was subjected to unlawful restrictions on his animal.

To establish a violation of the Act/Ordinance, the investigation must demonstrate he was a person with a disabled need for the animal and that the current rules were unduly restrictive. Regarding the elements of an accommodation claim, the Prima Facie elements must establish the following:

1. The complainant is a person with a disability.
2. The respondent knew or reasonably should have known that the complainant is a person with a disability.
3. The complainant requested a reasonable accommodation in the rules, policies, practices, or services of the respondent.
4. The requested accommodation may be necessary to afford the complainant an equal opportunity to use and enjoy the dwelling.
5. The respondent refused the complainant's request to make such accommodation or failed to respond or delayed responding to the request such that it amounted to a denial.

Regarding elements #1, #2, #3, and #4, it is undisputed that CP Joubran submitted a request establishing he was disabled and had a nexus need for the animal. CP Joubran submitted a note from Dr. Alma Roldan, Ph.D., C. Psych, dated 5/3/2023, which indicated he was under her care and had psychological symptoms that impacted his daily functioning. The note stated that the animal played a significant role in his treatment and recovery to help him deal with daily stressors and anxiety symptoms.

Regarding element #5, CP Joubran was not denied the animal but denied the ability to walk the animal on common property. Upon review, it is concluded that RP Beau's support animal rules requiring that the animal be carried was unduly restrictive without any compelling health or safety justification.

Specifically, RP Beau's written rules were:

“Within one week of notification of approval, a picture of the animal is to be submitted to the property manager for identification of the animal on premises.

Within one week of notification of approval, the resident/guest must provide proof of animal inoculations. Verification of inoculation must be provided on an annual basis to the property manager.

The animal cannot become a nuisance, including but not limited to excessive barking, aggressive behavior, biting, pet owner failure to pick up waste, etc.

There is no designated animal area on the property. The animal is to be walked outside of the condominium property.

The resident/guest is required to carry the animal or use a carrier throughout the building.

The animal is not allowed on the patio or in the swimming pool or gym.

Some residents in the building may have allergies to animals, therefore washing and drying of any article which is used by the animal is prohibited in the laundry rooms.

Animals are not allowed in the laundry rooms.”

Regarding CP Joubran's allegations of unlawful conduct by the RP, RP Beau had multiple defenses, some of which were not applicable.

Regarding their defense that CP Joubran had not complied with the initial registration of his support animal, CP Joubran produced an email from RP Ippolito dated 5/9/2023, stating “I received your service animal's vaccine record, thank you very much. That is all I needed on my end.” Thus, CP Joubran had effectively complied with all entry requirements and was told nothing else was needed from him by RP Ippolito on 5/9/2023.

Regarding RP Beau's contention that on 6/6/2023, the Complainant's ESA was observed relieving itself on the side of the path into the first-floor garage in violation of the Rules and Regulations, however, CP Joubran denied this. He stated that they've always retrieved the waste and, further, CP Joubran asked how urine could be cleaned if it had occurred. During an interview with RP Castle property manager, RP Ippolito; she acknowledged the dog had peed, not defecated. However, it is noted the area is still RP Beau's property of which the rules do not allow the animals to relieve themselves at. In light of the crowded beach area with no

neighboring parks, it is concluded that it would be reasonable to allow RP Beau residents to use the area for their dogs, subject to properly retrieving their waste.

Regarding whether others had been sent similar notices for their animals having gone to the bathroom on common property, RP Beau denied they knew of other instances.

Regarding RP Beau's contention the animal had been repeatedly walked the animal on the Condominium Property, instead of carrying/use of stroller as required by the rules, this was acknowledged as accurate by CP Joubran. He stated that at times his son or wife would walk the animal out the unit and off the property, but only to exit and enter the condominium property and not elsewhere. CP Joubran denied taking the animal to other common areas but argued he should have that right. He stated his 40-pound dog was too heavy for him or his wife to carry, a danger to do so and a rule that was not compliant with the Fair Housing Act (FHA).

Regarding restrictive policies, caselaw on the issue of restrictions on assistance animals is mixed in allowing restrictions. Some cases have found a need to balance the interests between non-animal residents and those with assistance animals, and other case(s) have found damages when the animal was denied access to the main elevator.

In addition, the HUD Guidance (FHEO Notice: FHEO-2013-01), issued on April 25, 2013, clearly stated that animals could go wherever the person with the disability went. The Guidance indicated that, "Where the answers to questions (1) and (2) are "yes," (providing Nexus assistance to an established disability) the FHAct and Section 504 require the housing provider to modify or provide an exception to a "no pets" rule or policy to permit a person with a disability to live with and use an assistance animal(s) in all areas of the premises where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of the housing provider's services. The request may also be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation."

It is noted that the Guidance was updated, FHEO-2020-01, issued on January 20, 2020, wherein it was indicated that "This guidance replaces HUD's prior guidance, FHEO-2013-01, on housing providers' obligations regarding service animals and assistance animals. In particular, this guidance provides a set of best practices regarding the type and amount of documentation a housing provider may ask an individual with a disability to provide in support of an accommodation request for a support animal, including documentation of a disability (that is, physical or mental impairments that substantially limit at least one major life activity) or a disability-related need for a support animal when the disability or disability-related need for the animal is non-obvious and not known to the housing provider." Thus, although replaced, the new guidance was completely silent on the issue of animal access to common area property and did not necessarily invalidate the prior guidance's access guidance.

In this instance, when asked, RP Beau stated they could not remember the rationale requiring animals to be carried. Thus, even though it is believed there would not be many objective reasons justifying that residents to carry their animals, RP Beau did not even articulate a basis that could be analyzed. As carrying animals can be a burden to some, this requirement is not concluded to be lawful without some sincere health or safety rationale. Further, CP Joubran had raised the issue and articulated his inability to do so, placing RP Beau on notice of this need. As argued by CP Joubran, due to his wife's small frame and him being over 60 years of age, and the dog weighing over 40 pounds, he stated it was obvious he could not carry the dog and made it clear the rule of carrying the animal was not consistent with FHA law as this would be equivalent to requesting an accommodation to the rule requiring that animals be carried.

Regarding RP Beau's defense that these rules were imposed on all animal and that CP Joubran should have raised an additional reasonable accommodation request to not carry the animal, CP Joubran disagreed. As indicated above, there is no objective need to require persons to carry their animals. Further, CP Joubran on June 5, 2023, had raised his disagreement with RP Ippolito's communication that they use the stairs with the dog, and wrote that if this were the practice to let him know so he could take it up with the board. Thus, CP Joubran documented disagreeing with the need to walk the animal on common property. Further, he argued their approval letter for the animal did not indicate he could make such a request.

On 6/06/2023, CP Joubran had informed RP Beau through an email to RP Ippolito, of his belief the carrying rule/limits on common area was unlawful and shared with RP Beau an article from the Poliakoff law firm that opined that "once an animal has been verified, it really should be allowed to go anywhere the resident is allowed to go, with limited exceptions-that is the express nature of the law. Now, there are certainly some guidelines you could implement that would be considered "reasonable-for example I do not think you need to allow an animal to swim in your pool, as it likely violated a number of health laws. But I also think limiting such animals to only the resident's unit and the dog walking area would likely but subject to challenge."

CP Joubran further spoke about the unduly restrictive rules with RP Ippolito and Board member Belfance in RP Ippolito's office in June 2023, where he asked that the rules be reviewed.

Lastly, CP Joubran followed up again with RP Ippolito, resulting in her 6/19/2023, email to Attorney Anne Hathorne which stated, "Jad had inquired about the legal excerpts he had forwarded to me via email. In particular these opinions were at odds with our current restrictions on ESA. He wanted written clarification on the position of the Beau Monde Association in light of the information he submitted. Could you please provide an update."

In light of RP Beau already knowing of his disability status and inability to carry the animal, this was effectively a request to not impose the rule on him.

CP Joubran had clearly communicated and expressed to RP Beau that the current restrictions were unlawful, which included the need to carry/use of stroller the animal at all common areas. However, he never heard back regarding his opposition to the rule and request for clarification. Instead, he received a letter that threatened removal of the animal and/or other legal action.

Regarding the CP Joubran's allegation that two board members had engaged in improper questioning, RP Beau denied that Kay Belfance and Rose Noritake asked any questions regarding the ESA in their interaction with Roula Joubran, which was cordial and professional. To the contrary, RP Beau asserted that during this interaction, Roula Joubran volunteered that the dog was her ESA.

During the investigation both Rose Noritake and Kay Belfance were interviewed and denied having asked any questions. Both stated it had been a chance encounter and that AP Roula had volunteered the information in good faith. However, this was disputed by CP Joubran and AP Roula. Although there is regulatory support for the prohibition of disability inquiries, at 100.202 (C) General prohibitions against discrimination because of handicap, it is concluded this singular instance would not be a violation. As worded, section 100.202 states, "It shall be unlawful to make an inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling after it is so sold, rented, or made available, or any person associated with that person, has a handicap or to make inquiry as to the nature or severity of a handicap of such a person. However, this paragraph does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they have handicaps."

Notably, there is a dispute as to what occurred. Secondly, the inquiry was not about AP Roula's nature or severity of disability, but allegedly who the support animal was for. Animals are prohibited at the building and both CP Joubran and AP Roula had initially requested animals, but both were denied. Once CP Joubran provided further information the request was approved.

As such, it was possibly unclear at that time who had the legal right to the animal. Conversely, CP Joubran is the person with the right to the animal, and not necessarily AP Roula, as she was never approved for the animal after the initial denial. Lastly, this singular encounter is concluded not to rise to the level of actionable harassment and/or imposed different terms and conditions.

Regarding RP Beau's contention that no research was provided by CP Joubran, this is inaccurate as CP Joubran provided the email with the attachment sent to RP Beau at the time. This receipt was reflected by RP Ippolito in her 6/19/2023 email to RP Beau asking for follow up on the "legal excerpts he had forwarded to me."

Regarding RP Beau's contention that CP Joubran engaged in "confrontational, threatening, and harassing behavior towards members of the Respondents, in incidents occurring on June 5, and June 19 and/or 20, 2023, regarding his recently approved ESA, where, among other things, Complainant threatened to take legal action against the Association", CP Joubran absolutely denied this.

During the investigation, the persons who complained to form the basis of the 6/30/2023 Violation notice, RP Beau cited RP Ippolito for the 6/6/2023 event, Rose Noritake for the 6/5/2023 event, and Kay Belfance for the 6/19/2023 event.

During the investigation both Noritake, Belfance and RP Ippolito were interviewed regarding this. Belfance recounted how CP Joubran had situated himself in the doorway during the 6/19/2023 discussion, which she felt intimidating but denied having complained about this until

after receipt of the current fair housing complaint. Noritake confirmed that she had complained of the dog being walked through the common areas but denied having complained of CP Joubran as having been harassing, threatening or confrontational with her. When asked if she had ever spoken to CP Joubran, she replied, “maybe the occasional hello. That’s it.”

During interview Noritake indicated a complaint email about CP Joubran had been sent by RP Ippolito at the time. RP Ippolito confirmed she had complained of CP Joubran to RP Beau board President, Brian Bodor around June 7, and June 19th, 2023. Regarding whether CP Joubran had been harassing, threatening or confrontational with her or anyone others she knew of, she denied he had. However, she confirmed she had complained of his persistent style to Bodor, which she described as “harassing” during the investigative interview. Further, during the investigation RP Beau submitted two emails sent by RP Ippolito, referenced by Noritake above, wherein RP Ippolito complained of CP Joubran to “Brian”, the 1st time on 6/7/2023, and the 2nd on 6/28/2023.

In the first email, dated 6/7/2023, RP Ippolito recounted how she had seen a lady and two young persons walking a dog through the lobby. She informed the person she needed to carry the animal, whereupon the woman replied the dog was too heavy. RP Ippolito then noted the person could walk the dog out the side of the building to avoid issues. Later that morning CP Joubran visited RP Ippolito and told her she had insulted his wife, reportedly stated that she did not have common sense and was offensive to him. RP Ippolito also wrote, “he also threatened legal action if I addressed anyone in his family.” She later recounted how she had seen the dog “do its business on the side of the path into the first-floor garage.” RP Ippolito wrote she did not say anything at the time, but that CP Joubran later visited her wherein he wished to speak with her immediately while she was busy working with contractors. When she indicated she was busy he reportedly criticized her performance. RP Ippolito then wrote, “Brian it is my training that if an Owner says they are getting a lawyer, then I cease to directly communicate with them. Since Jad is basically harassing me and is sending communique about lawyers etc. At this point, since he has been so negative and insulting, I would prefer to just tell him to contact his lawyer on any issues he has with the Association rules and the timing allotted to process his requests. What are your thoughts on this?” Thus, RP Ippolito had clearly complained of CP Joubran.

In the 2nd email, dated 6/28/2023, RP Ippolito wrote, “I do not want to give Jad a reason to retaliate against me. Please have Ann remove the part where it states behavior towards me and remove my name from this letter. Thank you, Deborah”. Thus, RP Ippolito had complained of CP Joubran and was the basis for the issuance of the letter.

In light of corroboration that CP Joubran engaged in unfavorable conduct, it is concluded the 6/30/2023 letter is only a continuation of the unlawful restrictions mandating CP Joubran carry his animal, and not a separate violation. There appears to be sufficient basis indicating that the animal went to the bathroom on property, and that CP Joubran was perceived to be persistent at times. However, it is concluded the imposition of the carrying rule on CP Joubran, in light of his express communication he could not do so, would be an unlawful restriction on him and use of the animal. Thus, element #5 has been met, as CP Joubran was denied the ability to use and enjoy the property by being able to walk his animal. It is noted that after receipt of the 6/30/2023 letter which threatened legal action if he continued walking the animal, CP Joubran left the RP Beau property to return to Canada and has not returned.

VI. CONCLUSION:

Therefore, based on the foregoing evidence and analysis of the investigation, set forth above, it is recommended that “Reasonable Cause” exists to believe that the Respondent engaged in illegal discriminatory housing practice in violation of Section 804(f)(3)(B) and “No Reasonable Cause” for violation of Section 804(f)(2) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988, and Article II, Division 3 of Chapter 70 of the Code of Ordinances of Pinellas County.

VII. ADDITIONAL INFORMATION

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

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

A copy of the final investigative report can be obtained from the Pinellas County Office of Human Rights:

Betina Baron
Betina Baron, Compliance Manager

12/19/23
Date