

## **DETERMINATION OF REASONABLE CAUSE**

**DATE:** October 4, 2023  
**CASE NAME:** Jackson, Deborah v PKC2 LLC et al  
**CASE NUMBER:** HUD No.: 04-23-5251-8/PC-23-036

### **I. JURISDICTION:**

A complaint was dual filed on July 27, 2023, 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; and Failure to make reasonable accommodation. It is alleged that the respondent(s) acts were based on Race, Color, and disability is cited in the Complaint. The most recent act is alleged to have occurred on June 05, 2023, and is continuing. The Respondents are PCK2 LLC (RP PC) and All County Property Management and Realty Inc. d/b/a All County Suncoast Property Management (RP All).

The property is located at 3467 33rd Avenue North, Apt. 9, St. Petersburg, FL 33713. The property in question is not exempt. If proven, the allegation(s) would constitute a violation of Sections 804(b) 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 respondent(s) receive Section 8 funds. The CP is a recipient in the program.

### **II. COMPLAINANT'S ALLEGATIONS**

Complainant Deborah Jackson (CP) belongs to a class of persons whom the Fair Housing Act (the Act) protects because she is involved in a protected activity. CP Jackson is an African American (black) disabled woman who rents an apartment at 3467 33rd Avenue North Apt. 9 St. Petersburg, FL 33713. The property is owned by (RP PC) and managed by (RP All). CP Jackson states that RP All has treated her differently because of her race and color (African American/black) and they are trying to force her to move.

CP Jackson has lived in this residence since 2012. CP Jackson states that when RP All took over the management of the property, she started receiving notices advising that she had a balance outstanding.

CP Jackson contacted RP All and advised them that she has never paid her rent late. On March 23, 2023, CP Jackson hand-delivered an envelope to RP All advising them that she did not owe any funds, as she has been making the payments according to her lease agreement.

CP Jackson notes that she provided RP All a copy of all her bank statements indicating her payments being made timely, a copy was not provided for the investigation. CP Jackson states that RP All does not want her on the property because she is the only African American residing on the property, and they are trying to force her out.

### **III. RESPONDENT'S DEFENSES:**

Respondent, All County Property Management and Realty, Inc. d/b/a All County Suncoast Property Management (RP All), 1700 66th St. N., Ste 402, St. Pete, FL 33710. RP All has a property management agreement with the owner of the building, PKC2, LLC (RP PC). RP All began managing the subject property on 6/21/2021. The subject property is located in a 16-unit building. There is no written lease between CP and the owner RP PC or RP All. The subject property qualifies for Housing Choice Voucher/Section 8 Program through the St. Petersburg Housing Authority. RP All's complaint payment ledger for the property clearly identifies the default in rent that has existed for many months. As a result of this long-standing default, RP All posted a Notice of Non-- Renewal at the subject property on July 18, 2023.

RP All was not aware of CP's race until this Complaint was filed. RP All has not reviewed any of the records of RP PC or the predecessor property management company regarding any information in those records related to the race of any tenant, and RP All does not know if such information has been maintained by RP PC or the predecessor property management company. No discrimination of any kind has occurred by Complainant. RP All has not violated any provision of the Fair Housing Act or the Pinellas County Code. RP All decided to non-renew CP's lease because of a repeated and long-standing default in rent. RP All's decision was not based upon race or color.

RP PC responded through counsel "I wish to make my client's position very clear in July 2021, All County Property Management to take over the day-to-day management of the building. Since that time, my client has had no involvement with the management of the building, except as it related to any major expense that may require my authorization. All tenant-related activities, whether that be new or existing tenants, delinquencies, late fees, etc., are handled exclusively by All County."

When RP PC handed over the management of the property to RP All, there were no outstanding balances with CP. Since that time, RP PC has not been involved in any day-to-day rental issues, whether that be amounts received or owed. RP PC receives a statement on a monthly basis showing income and expenses, but this does not contain any information on outstanding rent or late payments. RP All have informed RP PC that they have submitted RP All's payment ledger for the subject property; the 3-day notice to the tenant; RP All's Notice of Non-renewal of the lease for the subject property; a letter regarding rent abatement from the St. Petersburg Housing Authority; a letter from the St. Petersburg Housing Authority to CP.

As RP All are responsible for the day-to-day management of the building here is their policy that is in place from them and their response, "All County's policy when there is a default in rent is to issue a 3-day notice to the tenant, and if the rent is not brought current in the required time period, then RP All files an eviction action. Regarding the Complainant, All County waited for many months before sending a 3-day notice to Complainant because All County needed additional information from the St. Petersburg Housing Authority regarding payments made on Complainant's behalf. Once All County had the necessary information, All County determined that a non-renewal would be issued as well as a 3-day notice."

RP PC further relays that Per RP All, the current Tenants that have received 3-day Notices or Notices of Non-Renewal are: Troy Chatman, 3-day Notice, race unknown; Yasmin Moyer, 3-day Notice, race unknown; Mileidy Morejon, 3-day Notice, race unknown; Antonio Walker, 3-day

Notice, race unknown; Frank Figueredo 3-day Notice, race unknown; Deborah Jackson, 3-day Notice and Notice of Non-Renewal, race is African American (according to the allegations of the Complaint); Joseph Cox, 3-day Notice, race unknown; Ted Demopolous, 3-day Notice, race unknown; Pascale Moise, 3-day Notice, race unknown.

In the past six months, the following former tenants have received 3-day Notices or Notices of Non-Renewal: Teombai Bryant 3-day Notice and Notice of Non-renewal, race unknown; Christopher Champagne 3-day Notice, race unknown; Fatima Rodriguez, 3-day Notice, race unknown; Danielle Carevic, 3-day Notice and Notice of Non-Renewal, race unknown; Brandon Douglas, 3-day Notice, race African American; Cordez Gatheright, 3-day Notice and then eviction, race unknown.

#### **IV. FINDINGS:**

- 7/7/2021 CP received first three-day notice from RP All, alleging that she owed \$496.00.
- 10/1/2022 RP All and CP were notified in writing by the SPHA that the HAP contract and current lease were effective and that the next re-examination is 10/1/2023.
- 2/4/2023 CP was notified by RP All that she owed \$660.96 and was not in a lease.
- 3/6/2023 CP received three-day notice stating she owed \$760.96 for rent.
- 3/21/2023 CP hand delivered letter to RP All containing three years of bank statements showing her rent was paid. Letter was signed for.
- 4/4/2023 CP received three-day notice that she owed \$1048.27 for rent.
- 4/17/2023 RP All and CP received notice from SPHA that unit failed HQS inspection due to loose toilet base and bathroom sink faucet corrosion. Both items were the responsibility of the owner, per the SPHA report.
- 5/9/2023 CP's unit was reinspected after repairs made and passed HQS.
- 6/5/2023 CP received three-day notice that she owed \$1,514.66 for rent.
- 7/5/2023 CP received three-day notice that she owed \$2,551.97 for rent.
- 7/13/2023 RP All emailed SPHA advising CP was late and asking what steps are necessary to non-renew CP.
- 7/14/2023 CP was subjected to a property inspection by RP All.
- 7/18/2023 CP received a Notice of Non-Renewal based on alleged default in rent.
- 8/3/2023 CP contacted her housing specialist in regard to alleged rent discrepancy.
- 8/3/2023 CP received letter from RP All that her account was in arrears.
- 8/11/2023 RP All submitted a position statement to this charge by the CP stating, "All County decided to non-renew the Complainant's lease because of a repeated and long-standing default in rent."

8/24/2023 RP All submitted a response to an RFI concerning rent ledgers and default and attached the HQS inspection default notice. RP All changed their response to “After my client received additional information from the SPHA which indicated that the amount identified as due and owing, \$2551.97, was not correct.” RP All alleged that CP did not respond to outreach and determined the inability to communicate with the CP coupled with the failed HQS warranted a non-renewal of the tenancy.

**V. ANALYSIS:**

**Failure to Make Reasonable Accommodation**

In order to establish a violation of the Act/Ordinance, the investigation must demonstrate the following Prima Facia elements:

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 an 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.
6. The respondent's refusal made housing unavailable to the complainant.

CP Jackson notes that she is person with a disability; thus, the first element has been met. However, in this case the CP did not make any requests or notify RP All or RP PC that she was a person with a disability and there is no evidence to show that the Respondent’s should have known. Thus, the second element has not been met. The CP herself stated “I'm not aware if the Property Management knew of my disability.”

CP did not request any accommodation; thus, the third, fourth, fifth and sixth elements have not been met. In addition, it was revealed that disability was not a basis for the Complaint. During the investigation, the CP clarified that she had no actual allegation of a disability related harm. As such, there is no allegation of unlawful discrimination regarding disability.

**Terms or Conditions: During a Tenancy**

To establish a violation of the Act/Ordinance, the investigation must demonstrate the following Prima Facia elements:

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.

CP Jackson is a person who identifies as being African American/black. Thus, it is believed element #1 has been met.

CP Jackson was confirmed by CP's HAP contract and Lease Amendment (voucher) that she was RP's tenant. In addition, CP's tenancy was not disputed. Thus, it is believed element #2 has been met.

The investigation revealed that RP All imposed unfavorable terms and conditions on the CP's tenancy, including constant three-day letters for non-payment when CP was not delinquent and failure to bring CP's unit up to HQS standards by refusing to make very minor repairs e.g., loose toilet base and sink faucet corrosion. RP All then used that as pretext to non-renew the CP's tenancy. Thus, it is believed element #3 has been met.

The respondent did not impose such a terms or conditions on similarly situated tenants not of the CP protected class, there was no evidence to support that there are currently tenants in the same protected class as CP. At the time of the investigation, the CP is believed to be the only African American tenant as the Respondent noted that they do not collect demographic information. Thus, it is believed element #4 has been met.

Although, the Respondents assert that there is no written lease between CP and the owner RP PC or RP All, the subject property qualifies for Housing Choice Voucher/Section 8 Program through the St. Petersburg Housing Authority. RP All's proclaims that the complaint payment ledger for the property clearly identifies the default in rent that has existed for many months. Noting that as a result of this long-standing default, RP All posted a Notice of Non-Renewal at the subject property on July 18, 2023. RP All was not aware of CP's race until this Complaint was filed. RP All has not reviewed any of the records of RP PC or the predecessor property management company regarding any information in those records related to the race of any tenant, and RP All does not know if such information has been maintained by RP PC or the predecessor property management company.

Remarkably, the investigation revealed that, RP All submitted contradictory statements to this office when submitting its position statement and in a later Request for Information (RFI). In the initial position statement RP All alleged that it's reason for terminating the CP's tenancy was for because of a repeated and long-standing default in rent, in the amount of \$2551.97. On 8/24/2023, in a response to an RFI to clarify the rent ledgers and excel spreadsheets that was submitted for evidence, RP All changed their version of events to "After my client received additional information from the SPHA which indicated that the amount identified as due and owing, \$2551.97, was not correct."

During the investigation, RP All was later asked what additional information was received by the SPHA Authority that showed the CP was not delinquent after this complaint was filed. RP All then responded it was based on information received from RP PC, however this contradicts an earlier statement by RP All that "Regarding the Complainant, All County waited for many months before sending a 3-day notice to Complainant because All County needed additional information from the St. Petersburg Housing Authority regarding payments made on Complainant's behalf. Once All

County had the necessary information, All County determined that a non-renewal would be issued as well as a 3-day notice.” CP PC also contradicts RP All by stating “Ms. Jackson was not delinquent in her rent with me at the time All County took over Property Management responsibilities.”

Lindsey North who is employed by RP All emailed the CP’s caseworker, Ms. Heller on July 13, 2023, asking CP “has been late and accumulating quite a balance. I have attached her ledger. I need to know what steps are needed to non-renew her.” Ms. Heller provided a response that the request was due to a past balance at the time, in which RP All believed to be from rent and fees from the abatement period. On July 14, 2023, because of Ms. North’s communication to Ms. Heller, the SPHA sent CP a letter that they received notice from her landlord that her family share rent portion is in arrears. Ms. Heller stated “The landlord did reach out to us and provided a ledger stating Ms. Jackson was behind on rent. Our policy is for us to send the client an unpaid rent letter, and one was sent to her and the landlord. When Ms. Jackson received the letter, she called me about the rent. I informed her the unpaid rent was between her and the landlord. Ms. Jackson supplied our office with letters and documentation regarding the alleged unpaid rent.”

RP All later stated, “After receiving notice of Ms. Jackson’s instant claim, All County reviewed the rent ledger and accessed the Housing Authority portal and obtained information regarding a missing payment made to the owner and regarding the abatement payment made by the Housing Authority.” RP All reiterates their defense that CP Jackson was non-renewed due to non-payment however, the evidence provided does not support their position.

The investigation showed that once the rent delinquency was called into question, RP All then changed course. In their original response RP County indicated the non-renewal was due to the delinquent rent. However, in subsequent RFI responses, RP County added that the cp was essentially non-renewed due to her lack of communication in addressing the balance owed and now assert that the issue was related to the housing abatement letter from the SPHA dated April 17, 2023, for non-renewal, in which the CP’s unit failed HQS inspection based on a loose toilet and corrosion on the bathroom sink faucet, which should be noted were owners’ responsibility, not the tenant. However, the SPHA provided evidence for May 1, 2023, which demonstrates that RP All requested and paid for a follow-up inspection and on May 4, 2023, the SPHA authority verified requested repairs were made and the unit passed HQS inspection. The evidence from the SPHA negates RP All’s defense of abatement as there were no additional issues.

In addition, RP All notes the following as their justification of non-renewing CP Jackson, “The decision to non-renew Ms. Jackson was based on All County’s difficulty in getting Ms. Jackson’s assistance to help resolve her outstanding balances.” However, the RP’s defense is not supported as CP Jackson had no outstanding balances according to the rent ledger. Secondly, CP did cooperate, and hand delivered a letter to RP All’s office which was signed and accepted by RP All employee, Loree Norfleet, in which the CP provided RP All bank statements for three years, showing her rent was paid. CP also contacted RP PC’s attorney and notified him as well as supplying documentation and the cited the issues she was having with RP All. CP also did what was directed by the SPHA and as Ms. Heller states “Ms. Jackson supplied our office with letters and documentation regarding the unpaid rent...The evidence supplied shows that the CP went to

great lengths with all parties to explain, provide documentation and air her frustration to all parties involved, to show she was not delinquent on any rent payments.” During the investigation, CP noted that she and her Attorney attempted communication with the RP. When RP All was asked how and when they attempted to contact the CP stated, “The initial attempts to contact Ms. Jackson were not only by phone but by issuing a 3-Day late notice on July 7, 2021, regarding her balance.” There was no additional evidence provided to show additional attempts. The evidence only shows that subsequent “attempts” included six (6) more three-day notices.

On 10/25/2023, in response to a request for information RP All responded that as of 8/7/23, the balance owed by CP, specifically is the same as 8/3/23, the last date on the rent ledger. CP owed \$75.00 late charge and \$50.00 posting fee for May 2023. For that particular month, CP owed the entire rent due to the Housing Authority's abatement decision. The Housing Authority chose to pay the May rent in June, but it was not paid in May when due. The Housing Authority owed the remainder of the rent ledger balance of \$468.00 as of 8/7/23-\$343.00.

Yet, in response the SPHA replied with the portion letters for 1/1/2022 and 10/1/2022 showing their portion as well as the tenant’s portion through August 2023. SPHA provided a ledger showing all payments paid to All County. No payments were missed. SPHA states that they did not inform All County to give notice of non-renewal and no evidence has been given to the contrary. All housing voucher payments were accepted.

Lastly, RP All denies that they knew the CP’s race or color. RP All states “All County was not aware of Complainant’s race until this Complaint was filed.” RP All also maintains that CP spoke to Ms. Norfleet many times regarding the outstanding rent balance and never mention her race. RP All fails to mention that CP had physical contact with Ms. Norfleet who was able to see her color. Yet, CP provided evidence that she went to RP All’s office and Ms. Norfleet signed for CP’s letter. Also, CP identifies Mr. Jerrad Ferrera by photo as being one of the representatives present for an apartment inspection. RP All maintains that it does not track or maintain information regarding tenant race. In their initial position statement, RP All states “All County was not aware of Complainant’s race until this Complaint was filed.” RP All also maintains that CP spoke to Ms. Norfleet many times regarding the outstanding rent balance and never mention her race. Notably, RP All did not mention that CP had physical contact with Ms. Norfleet.

RP All also noted that in the past three (3) years no other tenants were evicted or non-renewed due to HQS inspections.

The PCOHR concludes that there is sufficient evidence to support the allegations of discriminatory terms, conditions, privileges, or services. The investigation demonstrates that since 7/7/2021, RP All subjected the CP to unfavorable terms during her tenancy, by issuing CP seven 3-day letters, threats of eviction and reporting CP to the housing authority for non-payment of the tenant portion of rent. Further in RP All’s email to the SPHA in July 2023 stated that the CP was delinquent yet, the ledger provided by RP All’s defense regarding unpaid rent from 7/7/2021 until 8/24/2023, was not supported as RP All responded to a request for clarification regarding their ledger. The first defense of unpaid rent was not a valid non-discriminatory defense, as the ledger shows the CP paid her portion of the rent. The SPHA’s ledger also indicated no rent monies were delinquent.

In addition, RP All’s abatement defense regarding the receipt of the abatement letter received by the SPHA was invalidated as RP All repaired, requested, and paid for a follow up HQS inspection. On or about August 3, 2023, CP started moving her belongings from the residence, vacating the unit and moving in with family.

Regarding the inference of disability in this, no proof or allegation was made in regard to disability or denial of an accommodation. The CP herself stated “I’m not aware if the Property Management knew of my disability.”

**VI. CONCLUSION:**

Based on the foregoing evidence and analysis of the investigation, set forth above, The Pinellas County Office of Human Rights concludes there is “No Reasonable Cause” that the Respondents violated Sections 804(f)(3)(b).

However, it is recommended that “Reasonable Cause” exists to believe that the Respondent engaged in illegal discriminatory housing practice in violation of Section 804(b) of the Act, 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

10/30/23  
Date