

November 13, 2019

Final Investigative Report

Case Name: Jeannie Vargas V. Jeffery Sojack

Case Number: 04-19-8272-8

I. Jurisdiction

A complaint was filed with the Pinellas County Office of Human Rights on August 14, 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; Failure to make reasonable accommodation; and Discriminatory refusal to rent. 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 22, 2019, and is continuing. The property is located at: 1195 Indiana Street, Dunedin, FL 34698. The property in question is exempt under: Single Family Home. If proven, the allegation(s) would constitute a violation of Chapter 70 of the Pinellas County Code.

The respondent(s) receive no federal funding.

II. Parties and Aggrieved Persons

A. Complainant(s)

Jeannie Vargas
1497 Main Street
315
Dunedin, FL 34698

Complainant Allegations

Jeannie Vargas (CP) is a disabled female who resides at 1195 Indiana St., Dunedin, FL 34698. The Property is owned and managed by Jeffrey Sojack (R Landlord).

On August 23, 2018, CP rented and moved into the property. CP alleges that when she moved in, she requested a reasonable accommodation from (R Landlord) to have a ramp installed from the rear entrance of the home, leading to the backyard. CP also requested that the door to the rear entrance be repaired because of her disability she does not have the strength in her arms to open it.

CP also requested that a handrail leading to the laundry room be replaced. CP alleges (R Landlord) was supposed to replace the railing. CP and her husband do not reside together anymore. CP alleges (R Landlord) is aware of her need for the requested accommodations and the extent of her disability which require her to use a walker or cane sometimes to traverse the stairs.

CP has provided a copy of an email exchange between her and (R Landlord) who advised CP on January 22, 2019, that he would not be extending her lease. (R Landlord) also advised CP in the email "Upgrades or changes to the physical structure are not authorized." CP had a group that assists disabled persons willing to put in a ramp and other upgrades at no cost to her or (R Landlord). CP currently must use a portable ramp which she alleges is not compliant or to code and is dangerous. CP will be vacating the property at the end of August 2019, when her lease expires.

CP Vargas believes that the Respondent's actions constitute a violation of the Fair Housing Laws.

After filing this fair housing complaint, in a text message dated August 19, 2019, CP requested an extra day or two

until the 30th to move out. In response, R Landlord texted, "You just reported me to the human rights office. The answer is no." CP believes that this is unlawful retaliation for exercising her fair housing rights.

Additionally, R Landlord had the water shut off on August 29, 2019. CP's lease expired that day and she did not have water.

CP believes these actions to be unlawful retaliation for filing a fair housing complaint.

B. Other Aggrieved Persons

C. Respondent(s)

Jeffery Sojack
1733 Briar Circle
Dunedin, FL 34698

Respondent Defenses

In response to Jeannie Vargas V. Jeffrey Sojack PC-19-067:

Regarding Jeannie's claims, I find her claims fraudulent. I never denied Jeannie's request for a ramp. By the time Jeannie made the request, I had informed Jeannie and Teddy that I would not be extending the lease past its end date. Jeannie and Teddy's first request was for a storage shed which I accommodated in addition to removing the washer and dryer so they could use their own. I did however have to deny the fact they wanted to pour a concrete base in the back yard for the shed. I told them I did not want any permanent modifications to the house. Jeannie and Teddy bought a storage shed, and one that did not meet Dunedin code. One of the first electrical issues Jeannie had was her washer and dryer were 220 volt which the ones that were removed were only 110 volt. Jeannie blew the breaker and I had to have an electrician upgrade the electrical. Jeannie made several demands, almost weekly to install gate latches, cut the bottom of one of the gates. I was literally there every weekend for the first two months trying to accommodate her. Upon moving in, I collected first month and deposit. Subsequently, Jeannie and Teddy were delinquent rent the second month stating the reason was Jeannie had a stroke. I did not charge a late fee. The third month, Jeannie and Teddy were delinquent again and only paid once I had my real estate agent at the time ask them to leave. At that time, I did charge a late fee. Jeannie and Teddy decided not to leave and to pay rent. I believe at this time, Jeannie informed me Teddy hit her and I told her to report it to the police. Jeannie told me her and Teddy were separating. During the initial screening, my real estate agent told me Jeannie and Teddy barely made the minimum rental income qualification together. After the second delinquency, I informed the both of them that they would not be staying past the date of the lease agreement. After this, Jeannie did ask if she could install a ramp. Jeannie never disclosed her disability and I never asked. I told Jeannie she could have a ramp under two conditions, I would not pay for it, and I did not want one that attached to the exterior of the house as there was only 9 months left on the lease. Jeannie later told me the company that was going to pay for the ramp said they would not. I believe they said it was because she did not own the house. I said OK, and Jeannie never mentioned it again. During Jeannie's stay, she made continuous requests that were not disability related. Upon the request of installing a spot light on the outside of the house, I reiterated I did not want any modifications to the house. Jeannie then texted me that her dishwasher was broken again. The first dishwasher broke in December and was replaced with a new dishwasher. Jeannie then told me she reported me to the Human Rights Organization and there was water in the dishwasher and bugs coming out of the dishwasher. This was 9 days prior to her move out date. I called a plumber and the appliance repairman. Neither one removed the water, so I scheduled to go clean the water out of the dishwasher myself. When I cleaned the water out, I took a picture, there were no bugs. Now that Jeannie has moved out, I have done a preliminary walkthrough to find the house in need of several repairs, pest control due to a flea infestation, most likely due to her seven dogs, lawn care because they did not do sufficient lawn maintenance before they left, a need to be thoroughly cleaned, and the house smells of smoke. The repairs include fixing the fence which they damaged when they removed their shed, new deadbolts because when she moved in, she replaced the originals with her own then did not put them back when she left. I have not been able to turn on the water and electric yet to determine if everything is in working order. However, due to the amount of maintenance/repairs, it is unlikely there will be much if any of their deposit left to return.

D. Witnesses

III. Case Summary

A. Interviews

Respondent Sojack, Jeffery
Date of Interview: August 28, 2019
Type of Interview: Telephone
Interviewer: Genova, Peter J.

Landlord states that when CP and her boyfriend Teddy moved in, they barely met the minimum income. CP accused Teddy of hitting her, and he eventually moved out.

Landlord collected first month's rent and deposit. CP wanted a shed, and landlord said that's fine. They wanted to put in a cement base, and the landlord said no. The shed was not up to code, but they got it.

In the 2nd month, CP said she had a stroke, so the landlord didn't collect the late fee. The rent was late again the 3rd month, and he asked them to move out.

CP and Teddy paid a bit when they could. Then they paid on time, the 3rd of the month.

The CP and Teddy wanted a ramp. Landlord said yes, but under 2 conditions - CP/Teddy would pay for it, and he didn't want it bolted on the side of the house.

The CP wanted to use her own washer/dryer so the landlord took his out. Her appliances didn't work, so the landlord called the electrician to get it working.

The hot water heater needed repair, and the rail was removed during the repair.

Teddy moved out, and the CP wanted her cousin to move in.

The CP wanted a spotlight because the people across the street were selling drugs.

Landlord told her that he didn't want any changes to the house since she wasn't going to stay past the original lease.

Things were quiet for awhile, then the dishwasher broke. Landlord said that it was fixed.

CP asked if she gave landlord another \$100 per month, can she stay another year. He told her no. Then there were a lot of little things. She complained about rats, so the landlord gave her traps. The dishwasher broke again, and CP complained that the water was attracting bugs. The plumber said it was the water pump. Neither the CP nor the plumber cleaned up the water. The landlord came over with a wet vac and Teddy was there. Landlord asked to see the dishwasher, and he didn't see any bugs. Landlord said that CP told him that she reported him to the Housing Authority.

CP got approval for the ramp, but she said she couldn't get it done because she didn't own the home.

CP was mad that Landlord went inside the house, but Teddy was on the lease and let him in. Landlord also states that CP does have a ramp (a portable ramp). Landlord states that the CP uses a cane.

Complainant Vargas, Jeannie
Date of Interview: August 29, 2019
Type of Interview: Telephone
Interviewer: Genova, Peter J.

CP said that she is moving out. The landlord sent her a text telling her she couldn't stay until the end of the month because she went to Human Rights.

CP was advised to take a screenshot of the text and to send it to us.

B. Documents

Nature of Document: Property Info
Who Provided: OHR
How Transmitted to HUD: Internet
Date of Document: July 31, 2019
Date Obtained: July 31, 2019

Information from the Property Appraiser's office regarding ownership of the residence. It is owned by Jeff Sojack.

Nature of Document: Intake Questionnaire
Who Provided: CP
How Transmitted to HUD:
Date of Document: July 30, 2019
Date Obtained: July 31, 2019

CP asserts that her landlord has not permitted reasonable modifications for her disability in the form of a ramp and handrails.

Nature of Document: 903, conciliation, letters
Who Provided: CP
How Transmitted to HUD: IN PERSON
Date of Document: August 14, 2019
Date Obtained: August 14, 2019

Nature of Document: Request for Information
Who Provided: OHR
How Transmitted to HUD:
Date of Document: August 14, 2019
Date Obtained: August 14, 2019

The Respondent was asked to provide an answer concerning the reasonable accommodation request (should be modification)

Nature of Document: Conciliation forms
Who Provided: OHR
How Transmitted to HUD:
Date of Document: August 14, 2019
Date Obtained: August 14, 2019

The parties are provided with an explanation of the conciliation process and are asked to let us know if they're interested in it.

Nature of Document: Notice to Parties
Who Provided: OHR
How Transmitted to HUD:
Date of Document: August 14, 2019
Date Obtained: August 14, 2019

The parties are notified that HUD requires us to investigate the complaint in 100 days.

Nature of Document: Notification Letters
Who Provided: OHR
How Transmitted to HUD:
Date of Document: August 14, 2019
Date Obtained: August 14, 2019

Parties were sent letters notifying them that a fair housing complaint has been filed. The parties are informed of the conciliation process and are invited to participate in it. Respondent asked to submit an answer to the allegations.

Nature of Document: CP emails and texts
Who Provided: CP
How Transmitted to HUD: Email
Date of Document: August 29, 2019
Date Obtained: August 30, 2019

Various communications between the CP and her landlord. The dishwasher was one of the main problems in the household.

Nature of Document: Retaliation Text
Who Provided: CP
How Transmitted to HUD: Email
Date of Document: August 19, 2019
Date Obtained: August 30, 2019

CP was not given an extra day to move out because she reported the landlord to the human rights office.

Nature of Document: Initial answer and emails
Who Provided: Respondent
How Transmitted to HUD: Email
Date of Document: September 04, 2019
Date Obtained: September 04, 2019

Landlord asserts that the claim is fraudulent, and that he never received a reasonable accommodation request from the CP. He states that she had issues with the refrigerator and dishwasher, but that she never complained about a disability access issue.

Nature of Document: Lease agreement
Who Provided: Respondent
How Transmitted to HUD: Email
Date of Document: August 30, 2018
Date Obtained: September 10, 2019

Respondent provided a copy of the one-year lease that he entered into with Ms. Vargas.

Nature of Document: Water Issue
Who Provided: CP
How Transmitted to HUD: Email
Date of Document: August 08, 2019
Date Obtained: September 12, 2019

CP asserts that the landlord shut her water off on her last day when she was moving out (8/29). However, the records indicate that on 8/8 the CP requested that her water be shut off on 8/29.

Nature of Document: Rebuttal request and reply
Who Provided: OHR
How Transmitted to HUD: Email
Date of Document: September 05, 2019
Date Obtained: September 16, 2019

CP was asked to submit a rebuttal. She reiterated that she asked for modifications but that the landlord refused.

Nature of Document: Witness statement
Who Provided: Witness
How Transmitted to HUD: Email
Date of Document: September 25, 2019
Date Obtained: September 25, 2019

CP's husband provided a statement. He states that at the end of 2018, they requested a ramp be installed. He states that the CP then had a stroke and they didn't follow up on this request.

Nature of Document: Signed Amendment
Who Provided: CP
How Transmitted to HUD: In person
Date of Document: October 21, 2019
Date Obtained: October 21, 2019

Complainant amended to include retaliation.

Nature of Document: Response to Amendment
Who Provided: Respondent
How Transmitted to HUD: Email
Date of Document: October 21, 2019
Date Obtained: October 21, 2019

Respondent reiterates that he believes that the claim is fraudulent. He initially indicates that he's interested in conciliation but he then changed his mind. He asserts that the CP had the water shut off. He also denies retaliatory intent toward to the CP.

Nature of Document: Request for answer to amendment
Who Provided: OHR
How Transmitted to HUD: Email
Date of Document: October 21, 2019
Date Obtained: October 21, 2019

Request for Respondent to submit answer to amended complaint, and a request to see if he is interested in conciliation.

Nature of Document: Notes from Dunedin phone call
Who Provided: OHR
How Transmitted to HUD: Telephone call notes
Date of Document: October 24, 2019
Date Obtained: October 24, 2019

Spoke to Marshall Goble from the City of Dunedin, who looked at the records to confirm that the CP arranged to have the water shut off on August 29.

Nature of Document: Miscellaneous Emails
Who Provided: CP
How Transmitted to HUD: Email
Date of Document: October 29, 2019
Date Obtained: October 29, 2019

Miscellaneous emails from the CP requesting case status and adding more information, including layout of the house and a photo of an alleged comment that was written on her car. This could not be seen from the photo. Also, some of the email drawings were not in a format that could be printed easily.

Nature of Document: Request to CP reasonable mods
Who Provided: OHR
How Transmitted to HUD: Email
Date of Document: November 01, 2019
Date Obtained: November 01, 2019

CP was asked if she was willing and able to pay for the ramp and handrails installation.

Nature of Document: Follow up to modification payment question
Who Provided: OHR
How Transmitted to HUD: Email
Date of Document: November 05, 2019
Date Obtained: November 05, 2019

Following up with CP regarding her willingness to pay for modifications.

Nature of Document: CP response for willingness to pay
Who Provided: CP
How Transmitted to HUD: Email
Date of Document: November 12, 2019
Date Obtained: November 12, 2019

CP states that she was willing to pay for the modification.

Nature of Document: Sojack reply regarding other tenants
Who Provided: Respondent
How Transmitted to HUD: Email
Date of Document: November 12, 2019
Date Obtained: November 12, 2019

In response to my question about other tenants, Mr. Sojack states that he has only rented to one other household and that they didn't have issues paying rent late.

Nature of Document: Request for list of non renewals
Who Provided: OHR
How Transmitted to HUD: Email
Date of Document: November 12, 2019
Date Obtained: November 12, 2019

Owner was asked to identify how many households he has rented to, and how many he has non-renewed, and their disability status if known.

C. Interrogatories

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