

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

Civil No. 17-\_\_\_\_\_

UNITED STATES OF AMERICA,

Plaintiff,

v.

**COMPLAINT  
(Jury Trial Demanded)**

JAMES TILSEN,  
WESTVIEW PARK APARTMENTS, LP,  
TILSENBILT HOMES, LLC & DEBORAH  
BROOKINS,

Defendants.

The United States of America, for its complaint against Defendants James Tilsen, Westview Park Apartments, LP (“Westview”), Tilsenbilt Homes, LLC (“Tilsenbilt”), and Deborah Brookins alleges as follows:

**NATURE OF ACTION**

1. This is an action brought by the United States to enforce the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.* (“The Act”).

2. The United States brings this action for injunctive relief and monetary damages on behalf of Ronald Davis pursuant to 42 U.S.C. § 3612(o).

3. The United States alleges that Defendants discriminated against Davis by seeking to evict him for maintaining an emotional support animal, by denying his request to keep an emotional support animal as a reasonable accommodation that was necessary to

afford him an equal opportunity to use and enjoy his dwelling, and by refusing to allow him to live in the dwelling with his emotional support animal when such reasonable accommodation was necessary to afford him an equal opportunity to use and enjoy the dwelling, in violation of the Fair Housing Act, 42 U.S.C. §§ 3604(f)(1), 3604(f)(2), and 3604 (f)(3)(B). The United States further alleges that Defendants retaliated against Davis by interfering with his enjoyment of the dwelling on account of his exercise of protected rights, in violation of the Fair Housing Act, 42 U.S.C. § 3617.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391 and 42 U.S.C. § 3612(o) because the alleged discrimination and retaliation occurred in this District and the dwelling at issue is located in this District.

### **PARTIES**

6. Plaintiff is the United States of America.

7. Complainant Ronald Davis is a United States veteran who has served three tours of duty in Iraq and Afghanistan.

8. Davis has a disability within the meaning of 42 U.S.C §3602(h). He has major depressive disorder and receives Veterans Benefits Administration disability benefits based on his condition. Davis also has anxiety. Davis's disabilities affect the major life activities of sleeping, working, and interacting with others.

9. From February 2015, through January 2016, Davis resided in an apartment located at 1875 Oakdale Avenue, Unit 107, West St. Paul, Minnesota 55118 ("the Subject Property"). The Subject Property is a dwelling located at Westview Park Apartments, a multi-building apartment complex in West St. Paul, Minnesota.

10. At all times relevant to this Complaint, Defendant Westview owned the apartment complex known as Westview Park Apartments, which included the Subject Property.

11. At all times relevant to this Complaint, Defendant Tilsenbilt was an agent of Defendant Westview and the management agency of Westview Park Apartments.

12. At all times relevant to this Complaint, Defendant Tilsen owned Defendants Tilsenbilt and Westview. Defendant Tilsenbilt employed Tilsen as the Development Manager of Westview Park Apartments. Defendant Tilsen was responsible for the day-to-day operations of Westview Park Apartments.

13. At all times relevant to this Complaint, Defendant Westview employed Defendant Brookins as the Rental Manager of Westview Park Apartments.

### **FACTS**

14. On January 30, 2015, shortly after returning from his third military deployment with the United States Army, Ronald Davis signed a year-long lease for the Subject Property, to run from February 1, 2015, through January 31, 2016.

15. In February 2015, Davis met and began developing a bond with his then-girlfriend's aunt's dog, a Great Dane/Golden Retriever mix named Tank. Davis recognized that Tank helped relieve his anxiety.

16. In a letter he sent in early August 2015, Davis requested that Defendant Westview permit him to keep an emotional support dog in his unit. In support of his request, Davis stated that he has "a psychiatric disability that hinders [his] ability to live alone." Davis also stated that because of his disability, he is unable to sleep, socialize, keep up with his schoolwork, or care for himself. He ended the letter stating: "The presence of a companion animal would help me greatly in living through the troubles that I face every day by providing needed companionship, emotional support and a reason for living, among other things."

17. During the one-to-two-week period when he was waiting for Defendants to respond to his request, Davis learned that Tank's owner would no longer be able to care for him because she was moving into an assisted living facility. Davis adopted Tank as his emotional support animal and moved him into his apartment.

18. In a letter dated August 12, 2015, Defendant Tilsen replied to Davis's request, suggesting that he get a cat instead of a dog as an emotional support animal. Along with the letter, Tilsen enclosed Westview Park Apartment's Policy and Lease Regulations, a memorandum on Amendments to City Ordinance 1101, and a Cat Agreement. According to Tilsen's letter and attachments, Defendants only allowed cats to be used as emotional

support animals and did not permit emotional support animals over 12 pounds. The Westview Park Apartments policy read as follows:

Westview Park regulations allow for one animal (cat) with appropriate rules. We strongly suggest you consider a cat for your emotional support animal. Failing that, the following policy rules are considered reasonable accommodations and MUST be fully complied with. City ordinance requires the animal to be licensed. We require compliance with City rules, with proof supplied to management.

19. In a letter dated August 31, 2015, Defendant Brookins warned Davis that he was keeping a dog in violation of the lease. The letter stated that the dog should be removed immediately and warned that three lease violations could lead to eviction.

20. In a letter dated September 14, 2015, Davis requested reconsideration of his reasonable accommodation request. He specifically requested that Westview make an exception to its weight limit on emotional support animals and stated that “[a] larger dog is necessary for me to receive the comfort, support, and security needed to treat my symptoms.” Davis enclosed a detailed description of the dog, a West Saint Paul pet license, and a certificate of training with his letter.

21. Defendant Tilsen responded on September 16, 2015, denying Davis’s reconsideration request, stating:

The 12 pound weight limit was arrived at after serious consideration. While there may be little room for movement, the animal you have is way too big and is not a reasonable accommodation. Furthermore, our understanding of state law is that any service animal including those for therapy/emotional support must be trained and certified for the purpose intended. We have no such documentation on your animal. Again, your dog must be removed from Westview property immediately.

22. On September 21, 2015, Complainant filed a complaint with the United States Department of Housing and Urban Development, alleging that Defendants Westview and Tilsenbilt had discriminated against him on the basis of his disability. Davis amended the complaint on September 7, 2017, to include Defendants James Tilsen and Deborah Brookins.

23. By letter on or about September 21, 2015, Defendant Brookins notified Davis that he was in violation of the lease by having the emotional support dog at the Subject Property.

24. In a letter dated September 25, 2015, Brookins informed Davis that he was required to vacate the subject property by October 9, 2015, or an unlawful detainer action would be filed against him and he would be responsible for the \$392 filing fee and all related court costs.

25. Upon receiving the notice to vacate, Davis sent Brookins a letter, asking again for reconsideration of the reasonable accommodation request. Davis enclosed the detailed description of the dog, the West Saint Paul pet license, the certificate of training, and a fact sheet about emotional support animals published by the Bazelon Center for Mental Health.

26. In a letter dated September 30, 2015, Defendant Tilsen denied Davis's second request for reconsideration of his reasonable accommodation request and threatened him with eviction.

27. On or about October 9, 2015, Defendant Westview filed an eviction action against Davis. Westview and Davis appeared in court on October 21, 2015, and entered into a settlement agreement, whereby the eviction action was dismissed in exchange for Davis agreeing to vacate the subject property at the expiration of his lease on January 31, 2016. In the meantime, Davis was permitted to keep his support animal at the Subject Property.

28. By letter dated November 30, 2015, Davis gave Defendants sixty days' notice of his intent to vacate the subject property. This letter also stated: "I am leaving because my emotional support dog is unwelcome and as a result I agreed to move out at the end of my lease to avoid an unlawful detainer against me."

29. At the end of January 2016, Davis vacated the Subject Property.

30. As a result of Defendants' actions, Complainant has suffered actual damages, including but not limited to moving expenses, physical and emotional distress, inconvenience, frustration, and loss of a housing opportunity.

### **PROCEDURAL BACKGROUND**

31. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the Secretary of HUD conducted an investigation of the complaint made by the Complainant, attempted conciliation without success, and prepared a final investigative report.

32. Based on the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to believe that illegal discriminatory housing practices occurred. On September 28, 2017, the Secretary

issued a Determination of Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g), charging Defendants with discrimination under the Fair Housing Act under 42 U.S.C. §§ 3604(f)(1)(A), (f)(2)(A), (f)(3)(B) and 3617.

33. On October 17, 2017, Defendants elected to have the claims asserted in HUD's Charge of Discrimination resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a).

34. On October 18, 2017, a HUD Administrative Law Judge issued a Notice of Election and terminated the administrative proceedings on the HUD complaint filed by Complainant. Following the Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action pursuant to 42 U.S.C. § 3612(o).

35. The United States now timely files this Complaint pursuant to the Fair Housing Act, 42 U.S.C. § 3612(o).

### **FAIR HOUSING ACT VIOLATIONS**

36. The United States incorporates by reference the preceding paragraphs of this Complaint.

37. Defendant Westview, Defendant Tilsenbilt, Defendant Tilsen, and Defendant Brookins violated section 3604(f)(1)(A) of the Fair Housing Act by making housing unavailable to Complainant Ronald Davis when they denied his request to keep an emotional support animal at the subject property as a reasonable accommodation that was necessary to afford him an equal opportunity to use and enjoy his dwelling and sought to



evict him from the subject property for maintaining an emotional support animal in his unit. 42 U.S.C. § 3604(f)(1)(A).

38. Defendant Westview, Defendant Tilsenbilt, Defendant Tilsen, and Defendant Brookins violated sections 3604(f)(2)(A) and (f)(3)(B) of the Fair Housing Act by refusing to allow Complainant Ronald Davis to live at the subject property with his emotional support animal when such reasonable accommodation was necessary to afford him an equal opportunity to use and enjoy his dwelling. 42 U.S.C. § 3604(f)(2)(A) and (f)(3)(B).

39. Defendant Westview, Defendant Tilsenbilt, Defendant Tilsen, and Defendant Brookins violated section 3617 of the Fair Housing Act by interfering with Complainant Ronald Davis's right to a reasonable accommodation by enforcing arbitrary, unnecessary, and unlawful restrictions on the weight and type of emotional support animal he could have as a reasonable accommodation, and by repeatedly threatening him with eviction. 42 U.S.C. § 3617.

40. Complainant is an aggrieved person as defined in 42 U.S.C. § 3602(i) and has suffered injuries as a result of Defendants' actions.

41. Defendants' discriminatory actions were intentional, willful, and taken in disregard of the rights of Complainant.

### **REQUEST FOR RELIEF**

WHEREFORE, the United States requests that this Court:

1. Declare that Defendants' discriminatory housing practices as set forth above violate the Fair Housing Act;

2. Enjoin and restrain Defendants, their officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendants, from:

- A. Discriminating in the sale or rental, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of disability, in violation of 42 U.S.C. § 3604(f)(1);
- B. Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
- C. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and
- D. Coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of any right

granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

3. Order Defendants to take such affirmative steps as may be necessary to restore, as nearly as practicable, Complainant to the position he would have been in but for the discriminatory conduct;

4. Order Defendants to take such actions as may be necessary to prevent the recurrence of any discriminatory conduct in the future and to eliminate, to the extent practicable, the effects of their unlawful conduct, including implementing policies and procedures to ensure that no applicants or residents are discriminated against because of disability;

5. Award monetary damages to Complainant pursuant to 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1); and

6. Order such additional relief as the interests of justice require.

DATE: November 15, 2017

GREGORY G. BROOKER  
Acting United States Attorney

s/ Bahram Samie

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