

1 emotional support animal as a reasonable accommodation that was necessary to afford
2 Raspone an equal opportunity to use and enjoy the dwelling; and by refusing to allow
3 Raspone and Denton to live in the dwelling with Raspone’s emotional support animal
4
5 when such reasonable accommodation was necessary to afford Raspone and Denton an
6 equal opportunity to use and enjoy the dwelling, all in violation of the Fair Housing
7 Act, 42 U.S.C. §§ 3604(f)(1), 3604(f)(2), and 3604(f)(3)(B). The United States further
8
9 alleges Defendant retaliated against Raspone and Denton by interfering with their
10 enjoyment of the dwelling on account of their exercise of protected rights, in violation
11 of the Fair Housing Act, 42 U.S.C. § 3617.
12

13 **JURISDICTION AND VENUE**

14 4. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1345 and 42
15 U.S.C. § 3612(o).
16

17 5. Venue is proper in this District pursuant to 28 U.S.C. § 1391 and 42 U.S.C.
18 § 3612(o), because the alleged discrimination and retaliation occurred in this District
19 and the dwelling at issue is located in this District.
20

21 **PARTIES**

22 6. Plaintiff is the United States of America.

23 7. Raspone and Denton are “aggrieved persons,” as defined in 42 U.S.C. §
24 3602(i).
25

26 8. Raspone has disabilities within the meaning of 42 U.S.C § 3602(h). She
27 has generalized Anxiety Disorder with Panic Episodes and Major Depressive Disorder,
28

1 Recurrent, Moderate, as well as long-standing physical disabilities. Raspone's mental
2 health disabilities substantially limit one or more of her major life activities, including
3 leaving home, interacting with other people in person and on the telephone, and
4 engaging in social activities. At all times relevant, Raspone received Social Security
5 disability benefits.
6

7 9. From approximately January 27, 2014, through September 12, 2016,
8 Raspone and Denton resided at 405 SE Jordan, Unit 203, Pullman, Washington, 99163
9 ("the Subject Property"). The Subject Property is a dwelling, as defined by 42 U.S.C. §
10 3602(b).
11

12 10. At all times relevant to this Complaint, Ed L. Christensen ("Defendant")
13 owned the apartment complex that included the Subject Property.
14

15 **FACTS**

16 11. On or about January 27, 2014, Raspone and Denton moved into Unit 203.
17 The final lease term at the Subject Property ran from February 1, 2016, to January 31,
18 2017.
19

20 12. On June 14, 2016, Raspone's father died. Raspone and Denton spent most
21 of the summer staying with Raspone's mother, while dealing with the estate. During
22 this time, Raspone bonded with her deceased father's dog, Tammy. Raspone found that
23 Tammy was highly responsive to her anxiety and helped stop her panic attacks.
24

25 13. On or about July 14, 2016, Raspone sent a handwritten letter to Defendant
26 asking for a reasonable accommodation to his "no pets" policy to allow her to have
27
28

1 Tammy, an assistance dog, in her unit. Along with her request, Raspone included a letter
2 dated July 14, 2016, from Liana Shull, LICSW, a counselor at Palouse River Counseling
3 who conducted her intake assessment. In the letter, Ms. Shull stated that “It was
4 determined through intake screening tools and a face to face interview, that it would be
5 beneficial and highly therapeutic for [Raspone] to have access to a Support Animal in
6 her home.”
7

8
9 14. On or about August 9, 2016, Defendant denied Raspone’s request for a
10 reasonable accommodation via a letter in which, in pertinent part, he wrote the
11 following:
12

- 13 • “it is not a question of ‘reasonable accommodation,’ but rather a dollar and cents
14 decision – it cost[s] me money!”
- 15 • “Reading between the lines of your note, it appears that you’ve already brought
16 the dog onto the premises. This is a serious violation of your lease contract. **Clause**
17 **V. USE** of your contract reads:

18 **A. PETS TENANT shall not keep or permit pets in or about the Dwelling Unit,**
19 **the Premises or environs, except NONE. TENANT agrees a breach of the pet**
20 **provision constitutes a material noncompliance with the Lease and is grounds**
21 **for termination if tenancy and eviction.**

22 Should TENANT fail to comply, TENANT shall pay LANDLORD in each
23 incidence, **\$60.00** for the violation plus charges provided in subsection 11.C.3 to
24 issue a notice to remedy or in the alternative vacate the premises plus **\$12.00** per
25 day from the date of notice until the pet is removed for each unauthorized pet kept
26 in or about the Dwelling Unit, Premises or environs. Should the pet be a dog,
27 **\$120.00** and **\$25.00** per day shall apply.

28 15. In response to receiving the denial letter from the Defendant, Raspone
requested a more detailed verification letter from her counselor at Palouse River
Counseling, Alisha Dearmin, LICSW.

1 16. On or about August 23, 2016, Raspone sent Defendant a typewritten
2 letter titled "REQUEST FOR REASONABLE ACCOMMODATION," addressed to
3 Defendant. The document stated, in part:

4
5 I have a disability as defined by the fair housing laws . . . I use a service
6 animal to assist me with the functional limitations related to my disability.
7 My service animal enhances my ability to live independently, and to use
and enjoy my dwelling fully.

8 Type of service animal: Emotional Support/Assistance Dog.

9 As an accommodation for my disability, I request that you:

- 10
11 1. Waive your 'no-dog' policy
12 2. Waive your pet deposit or fees
13 3. Allow my service dog to reside with me.

14 I have attached a letter from my doctor or other medical professional . . .
15 who, in their professional capacity, has knowledge about my disability and
16 my need for a reasonable accommodation. This letter verifies that I have a
disability as defined in the fair housing laws, and that I have a disability-
related need for a service animal.

17 17. Raspone attached her letter dated August 23, 2016, a letter from Ms.
18 Dearmin dated August 23, 2016 which provided, in pertinent part:

19
20 [Ms. Raspone] is seeking her dog, Tammy, to be recognized as an
21 Emotion Support Animal. Ms. Raspone endorses her dog's ability to help
22 her calm down, interrupt panic episodes, soothe her anxiety/depression and
23 emotional distress to a level in which she is able to follow through with
24 needed tasks for example; making necessary phone calls, reduce isolation
and ability to leave home to complete required daily living tasks.

25 As you are likely aware, there is a growing body of professional literature
26 on the value of such animals in a person's life. Ms. Raspone's request is
27 consistent with literature and treatment supports regarding the potential
28 effect of an animal stabilizing and promoting healthy psychological
functioning. Ms. Raspone's request for such an accommodation for

1 housing is consistent with the Americans with Disabilities Act and the Fair
2 Housing Act.

3 The letter ended with an invitation to contact Ms. Dearmin directly with any further
4 questions regarding the recommendation.

5 17. On August 29, 2016, Defendant sent a response letter to Raspone's
6 Counselor, Ms. Dearmin, which stated, in part:
7

8 Dear Ms. Dearmin,

9 My name is Ed Christensen not Mr. *Christensen* and I welcome your incitement for me
10 to respond to you regarding the captioned discourse.

11 Candidly, I find its composition to be sophomoric, yet sarcastically, it is some of the most
12 comical gobbledegook I've read in years!

13 You are pretentious—I do not concur that I should or even would be aware of your views
14 concerning the value of animals in a person's life.

15 Further, I take umbrage with your insinuation that I am noncompliant and inconsistent
16 with the Fair Housing Act. I don't see allegations of your affiliation with the Washington
17 State Bar, so I need not add to the cacophonous jarring of you dispensing legal advice to
18 my tenant, Ms. Raspone. Your conduct seriously offends me, is egregious and more
19 profoundly, tortious.

20 Ms. Dearmin, I admonish you, cease and desist in this effort or you shall be exposed to
21 the legal ramifications for damages to my fiduciary relationship.

22 Adamantly,

23 

Ed L. Christensen

24 18. On or about August 30, 2016, Raspone and Denton returned full-time to
25 their apartment at the Subject Property so that Denton could attend school. Raspone
26 brought Tammy to live with her in the Subject Property.
27

1 19. On or about September 2, 2016, Defendant sent Ms. Angelique Raspone a
2 letter dated September 2, 2016, which, in part, stated the following:

3
4 Dear Ms. Angie et al,

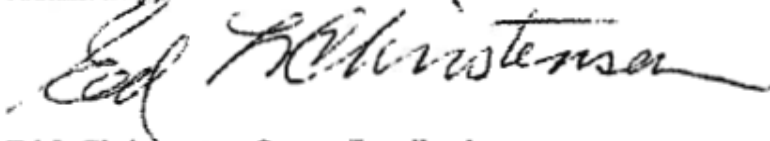
5 You are incorrigible! What do you not understand about, **NO DOGS!**

6 Your allegations to Palouse River Counseling and others that I am in violation of the Federal Fair
7 Housing Act are groundless. Your lease with me, as well as my business practice, is in complete,
8 *absolutely complete*, compliance with the Act. Angie, meddle further and I will pursue you for
9 monetary damages.

10 Your recent antics have prompted me to make a perusal of your leasehold. As you know, we
11 have been trying to verify reports that you are harboring a dog which has been confirmed and a
12 "Notice to Comply with Lease or Quit Premises" as been issued. If you fail to remedy this
13 breach on contract as provided under the notice an Unlawful Detainer Action and Eviction
14 Summons shall be filed without further notice.

15 This blatant act exerted even after my forewarning to you of August 9, 2016, coupled with the
16 plethora of problems of damages in the past from your abrasive usage of the premises and now
17 an inspection revealing extensive damages to your front door require me to advise you that I will
18 not, at its termination, renew your leasehold.

19 Adamantly,

20 

21 Ed L Christensen, Owner/Landlord

22 WWW.PIONEERHILLAPARTMENTS.COM

23 CC: Jay Showalter.

24 20. On that same day, September 2, 2016, Defendant issued a "NOTICE TO
25 COMPLY WITH LEASE OR QUIT PREMISES" which demanded the payment of the
26 following:

1	PET VIOLATION – DOG @ \$120.00	120.00
2	PET VIOLATION – DOG @\$25/day - 8.28.16 to 9.13.16 (17)	425.00
3	REMEDY NOTICE – NCWLQP(11) + Service	<u>36.47</u>
4	TOTAL PAST DUE AND OWED	\$ 581.47

5 The pertinent part stated:

6 If you fail to pay the \$581.47 and remove the dog or vacate said premises within eleven days, an
7 unlawful detainer action shall be commenced without further notice. You shall remain obligated to pay rent
8 for the period of time stipulated in your lease contract and you will be liable for contractual charges, costs
9 and legal fees for a proceeding for your eviction or other suit, if this breach of contract is not remedied.

10 21. On or about September 3, 2016, Defendant’s maintenance person, Jay
11 Showalter, began taking pictures of Raspone’s son, Denton, as he walked the dog. He
12 also attempted to enter Raspone’s apartment without notice.

13 22. On or about September 5, 2016, Raspone, by way of letter dated September
14 5, 2016, notified Defendant that due to his “refusal to allow [her], a disabled person, the
15 right to a service animal” she would vacate the unit by midnight on September 13, 2016.

16 23. On or about September 6, 2016, Defendant issued two notices to Raspone.
17 One was a Notice to Pay Rent or Vacate, demanding Raspone and Denton pay \$408 for
18 the September rent by September 10, 2016, or vacate the unit. The second notice, a
19 Notice to Comply with Lease or Quit Premises, demanded Raspone and Denton pay
20 \$121.47 in late fees for September rent and service of notices or vacate the unit by
21 September 17, 2016. Both notices stated that failure to comply would result in in an
22 unlawful detainer lawsuit filed “without further notice.”
23
24
25

26 24. On or about September 8, 2016, Defendant responded to Raspone’s letter
27 of September 5, 2016:
28

1 Dear Angie,

2 During my lifetime, I've never been so miffed about a tenant's behavior. How you construe
3 statutory notices to be a "request to be out of the apartment by September 13, 2016" astonishes
4 me. You are liable for the duration of your leasehold. Your letter(s) and/or abandonment of the
5 apartment do not remedy the contract violations. You remain obligated to pay rent for the period
6 of time stipulated in your contract. Also, you are liable for physical damages to the premises,
7 authorized charges, costs and legal fees of a court proceeding.

8 You have been served remedy notices (*not requests*) as provided under Title RCW 59 Landlord
9 and Tenant Act, to permit you to remedy the violations/breaches of your lease contract. The
10 "Notice to Comply with Lease or Quit Premises" for the pet violation requires you to remedy by
11 September 13, 2016. The "Notice to Pay Rent of Vacate" for the non-payment of rent requires
12 you to remedy by September 10, 2016, and the "Notice to Comply with Lease or Quit Premises"
13 for the late fees and service fees requires you to remedy by September 17, 2016. If you are not
14 compliant upon the expiration of these notices, you will be "guilty" of unlawful detainer as
15 provided by RCW 59.12.030(3)&(4). Further, an Unlawful Detainer Action and Eviction
16 Summons shall be commenced without notice.

17 Angie, the soul controlling factor of your leasehold is the Washington Landlord Tenant Act and
18 supremely, the lease contact you signed. The statutes or the lease do not provide for tantrums.
19 CAC, Section 8, Federal Fair Housing, Palouse River Counseling, even the Northwest Justice
20 Project have "no dog" in this circumstance. Their opinions are moot.

21 PIONEER HILL APARTMENTS

22 
23 Ed L. Christensen, Owner/Landlord

24 25. On or about September 9, 2016, after consulting with the Northwest Justice
25 Project, Raspone again advised Defendant that she would vacate the unit by September
26 13, 2016, as directed in Defendant's first Notice to Comply with Lease or Quit Premises.
27 Raspone disputed the fines for pet violations "because my assistance animal is not a
28 pet" and reminded Defendant that she paid last month's rent at the time of move-in as
well as a deposit. She also stated that Defendant had denied her request for a reasonable
accommodation and violated the Fair Housing Act.

1 26. On September 12, 2016, Defendant filed a *pro se* Complaint for Unlawful
2 Detainer for Nonpayment of Rent and/or Noncompliance with the Lease and Money
3 Damages in Whitman County Superior Court, seeking possession of the property,
4 unpaid rent through the end of the lease term, fines for violation of the pet rules, and
5 miscellaneous damages in excess of \$8,000 not including interest.
6

7 27. On that same day, September 12, 2016, Raspone and Denton moved from
8 the Subject Property. Due to the fact that Raspone and Denton had not located
9 replacement housing in the area, they moved in with Raspone's mother in Clarkston,
10 Washington, about an hour from Denton's school and Palouse River Counseling.
11

12 28. On September 13, 2016, Raspone contacted Northwest Fair Housing
13 Alliance ("NWFHA"), a fair housing advocacy group serving central and eastern
14 Washington, for assistance regarding the denial of her request for a reasonable
15 accommodation and the termination of her tenancy.
16
17

18 29. In response, NWFHA designed and conducted a telephone test of
19 Defendant's reasonable accommodation policies. A NWFHA tester left voicemail
20 messages for Defendant on October 25 and 26, 2016, stating that she was interested in
21 the one-bedroom apartment and providing her contact information. Defendant called
22 the tester back on October 27, 2016 and stated that the one-bedroom apartment would
23 be available on December 1, 2016. After discussing the rental terms, the tester told
24 Defendant that she had a service animal and asked if that was okay. Defendant
25 immediately replied, "No dogs!" The tester inquired further, "Even if it's a prescribed
26
27
28

1 service animal?" The Defendant responded, "No dogs, thank you," and hung up the
2 phone.

3 30. Defendant's advertisements on Craigslist and on the website for the subject
4 property state "**ABSOLUTELY NO DOGS**" or "**NO DOGS**" respectively.

6 31. On December 2, 2016, Defendant's Unlawful Detainer action against
7 Raspone and Denton was dismissed without prejudice, after Defendant failed to appear
8 in court.

10 PROCEDURAL BACKGROUND

11 32. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the
12 Secretary of the U.S. Department of Housing and Urban Development ("HUD")
13 conducted an investigation of the complaint made by Raspone and Denton, attempted
14 conciliation without success, and prepared a final investigative report.

16 33. Based on the information gathered in the investigation, the Secretary of
17 HUD, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to
18 believe that illegal discriminatory housing practices occurred.

20 34. On January 24, 2020, the Secretary of HUD issued a Determination of
21 Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g),
22 charging Defendant with discrimination under the Fair Housing Act.

24 35. On February 18, 2020, Raspone and Denton elected to have the claims
25 asserted in HUD's Charge of Discrimination resolved in a federal civil action pursuant
26 to 42 U.S.C. § 3612(a).
27

1 40. Defendant violated section 3617 of the Fair Housing Act by coercing,
2 intimidating, threatening, or interfering with Raspone and Denton in their exercise or
3 enjoyment of, or on account of their having exercised or enjoyed, or on account of their
4 having aided or encouraged any other person in the exercise or enjoyment of, any right
5 granted or protected 42 U.S.C. §§ 3603-3606. 42 U.S.C. § 3617.
6

7 41. Raspone and Denton are aggrieved persons, as defined in 42 U.S.C. §
8 3602(i), and have suffered economic loss, emotional distress and lost housing
9 opportunities as a result of Defendant's discriminatory actions.
10

11 42. Defendant's discriminatory actions were intentional, willful, and taken in
12 disregard of the rights of Raspone and Denton.
13

14 **REQUEST FOR RELIEF**

15 WHEREFORE, the United States requests that this Court:
16

17 1. Declare that Defendant's discriminatory housing practices as set forth
18 above violate the Fair Housing Act;

19 2. Enjoin and restrain Defendant, his officers, employees, agents, successors,
20 and all other persons or corporations in active concert or participation with Defendant,
21 from:
22

23 A. Discriminating in the sale or rental, or otherwise making unavailable
24 or denying, a dwelling to any buyer or renter because of disability,
25 in violation of 42 U.S.C. § 3604(f)(1);
26
27
28

1 B. Discriminating against any person in the terms, conditions, or
2 privileges of sale or rental of a dwelling, or in the provision of
3 services or facilities in connection with such dwelling, because of
4 disability, in violation of 42 U.S.C. § 3604(f)(2);

5
6 C. Refusing to make reasonable accommodations in rules, policies,
7 practices, or services, when such accommodations may be
8 necessary to afford a person with a disability equal opportunity to
9 use and enjoy a dwelling, in violation of 42 U.S.C. §
10 3604(f)(3)(B); and
11

12
13 D. Coercing, intimidating, threatening or interfering with any person
14 in the exercise or enjoyment of, or on account of his or her having
15 exercised or enjoyed, or on account of his or her having aided or
16 encouraged any other person in the exercise or enjoyment of any
17 right granted or protected by the Fair Housing Act, in violation of
18 42 U.S.C. § 3617.
19

20
21 3. Order Defendant to take such affirmative steps as may be necessary to
22 restore, as nearly as practicable, Raspone and Denton to the position they would have
23 been in but for the discriminatory conduct;
24

25 4. Order Defendant to take such actions as may be necessary to prevent the
26 recurrence of any discriminatory conduct in the future and to eliminate, to the extent
27 practicable, the effects of his unlawful conduct, including implementing policies and
28

1 procedures to ensure that no applicants or residents are discriminated against because
2 of disability;

3 5. Award monetary damages to Raspone and Denton pursuant to 42 U.S.C.
4 §§ 3612(o)(3) and 3613(c)(1); and
5

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

7 RESPECTFULLY SUBMITTED: March 16, 2020.

8 William D. Hyslop
9 United States Attorney

10 s/ Joseph P. Derrig
11 Joseph P. Derrig
12 Assistant United States Attorney
Usawae-JDerrigECF@usdoj.gov