**City of Chicago**
**COMMISSION ON HUMAN RELATIONS**
740 N. Sedgwick, 3rd Floor, Chicago, IL 60654
312/744-4111 (Voice), 312/744-1081 (Fax), 312/744-1088 (TDD)

**IN THE MATTER OF:**

Stanley Rankin
**Complainant,**
**v.**
6954 N. Sheridan Inc., DLG Management, and Marni Feig
**Respondents.**

**Case No.:** 08-H-49

**Date of Ruling:** August 18, 2010
**Date Mailed:** September 10, 2010

**TO:**
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# FINAL ORDER ON LIABILITY AND RELIEF

YOU ARE HEREBY NOTIFIED that, on August 18, 2010, the Chicago Commission on Human Relations issued a ruling in favor of Complainant in the above-captioned matter, finding that Respondent violated the Chicago Fair Housing Ordinance. The findings of fact and specific terms of the ruling are enclosed. Based on the ruling, the Commission orders Respondents:

(a) To pay damages to Complainant in the total amount of $5,350, plus interest from November 12, 2008, in accordance with CCHR Reg. 240.700, as follows:
   1. Out-of-pocket damages of $850, assessed jointly and severally.
   2. Emotional distress damages of $1,500, assessed jointly and severally.
   3. Punitive damages totaling $3,000, assessed severally at $1,000 per Respondent.

(b) To pay fines to the City of Chicago in the amount of $500 per Respondent, for a total of $1,500 in fines.[1]

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[1] **COMPLIANCE INFORMATION:** Parties must comply with a final order after administrative hearing no later than 28 days from the date of mailing of the later of a Board of Commissioners' final order on liability or any final order on attorney fees and costs, unless another date is specified. See Reg. 250.210. Enforcement procedures for failure to comply are stated in Reg. 250.220.

**Payments of damages and interest** are to be made directly to Complainant. **Payments of fines** are to be made by check or money order payable to City of Chicago, delivered to the Commission at the above address, to the attention of the Deputy Commissioner for Adjudication and including a reference to this case name and number.

**Interest on damages** is calculated pursuant to Reg. 240.700, at the bank prime loan rate, as published by the Board of Governors of the Federal Reserve System in its publication entitled "Federal Reserve Statistical Release H.15 (519) Selected Interest Rates." The interest rate used shall be adjusted quarterly from the date of violation based on the rates in the Federal Reserve Statistical Release. Interest shall be calculated on a daily basis starting

(c) To comply with the order of injunctive relief set forth in the enclosed ruling, an obligation imposed jointly and severally.

(d) To pay Complainant's reasonable attorney fees and associated costs, assessed jointly and severally, as determined pursuant to the procedure described below.

Pursuant to Commission Regulations 100(15) and 250.150, a party may obtain review of this order by filing a petition for a common law *writ of certiorari* with the Chancery Division of the Circuit Court of Cook County according to applicable law. However, because attorney fee proceedings are now pending, such a petition cannot be filed until after issuance of the Final Order concerning those fees.

**Attorney Fee Procedure**

Pursuant to Reg. 240.630, Complainant may now file with the Commission and serve on all other parties and the hearing officer a petition for attorney fees and/or costs as specified in Reg. 240.630(a). Any petition must be served and filed on or before **October 8, 2010**. Any response to such petition must be filed and served on or before **October 22, 2010**. Replies will be permitted only on leave of the hearing officer. A party may move for an extension of time to file and serve any of the above items pursuant to the provisions of Reg. 210.320. The Commission will rule according to the procedure in Reg. 240.630 (b) and (c).

CHICAGO COMMISSION ON HUMAN RELATIONS
Dana V. Starks, Chair and Commissioner

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from the date of the violation and shall be compounded annually.

**City of Chicago**
**COMMISSION ON HUMAN RELATIONS**
**740 N. Sedgwick, 3rd Floor, Chicago, IL 60610**
**(312) 744-4111 [Voice], (312) 744-1081 [Facsimile], (312) 744-1088 [TTY]**

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| **IN THE MATTER OF:** | |
| Stanley Rankin<br>**Complainant,**<br>**v.**<br>6954 N. Sheridan Inc., DLG Management, and Marni Feig<br>**Respondents.** | **Case No.:** 08-H-49<br><br>**Date of Ruling:** August 18, 2010 |

# FINAL RULING ON LIABILITY AND RELIEF

## I. INTRODUCTION

Complainant Stanley Rankin filed this Complaint against Respondents 6954 N. Sheridan, Inc. (identified as the owner of the rental property at that address), DLG Management, and Marni Feig on November 26, 2008. Mr. Rankin alleged that Respondents denied him the opportunity to rent an apartment due to his source of income in violation of the Chicago Fair Housing Ordinance ("CFHO"), Chapter 5-8-030 of the Chicago Municipal Code. Respondents denied any violation of the CFHO in their Response to Complaint.

The Commission investigated the Complaint and found substantial evidence that a violation of the CFHO occurred. It ordered mediation, which proved unsuccessful. As a result, the Complaint was assigned to a hearing officer. An administrative hearing was held on March 16 and 17, 2010.

Respondent's motion for a direct decision at the close of Complainant's case was denied. [Tr. 413-16][1] The hearing officer issued his Recommended Decision on Liability and Relief on June 1, 2010. Complainant and Respondents each exercised their right to file objections to the Recommended Decision, Complainant's being limited to the correction of typographical and editorial errors in the Recommended Decision. The Board of Commissioners has considered the Recommended Decision, the objections, and the hearing record, and now enters this Final Ruling on Liability and Relief.

## II. FINDINGS OF FACT[2]

1. Complainant Stanley Rankin currently lives on West Jarvis in the Rogers Park neighborhood of Chicago. Previously, from July 2006 until July 2009, he resided at 1136 West Pratt in that same neighborhood. Mr. Rankin has been a recipient of Supplemental Security Income ("SSI") and Section 8 housing assistance at all times relevant to this case. Mr. Rankin's daughter was a full-time college student who lived with him for several years before November 2008 and still

[1] The following abbreviations will be used: Tr. means the transcript of the administrative hearing. C. Ex. means Complainant's Exhibit. R. Ex. Means Respondent's Exhibit. H.O. Ex. means Hearing Officer Exhibit.

[2] The Commission has made typographical and editorial corrections to these Findings of Fact which are not intended to change the substance of the hearing officer's findings. They incorporate the corrections proposed in Complainant's objections.

resides with him. [Tr. 18-21, 56, 63-9; C. Exs. 1-3, 8, 9, 12, 17, 25]

2. Under the Section 8 program administered in Chicago by the Chicago Housing Authority (CHA), apartments are inspected and approved for occupancy by the CHA for low-income persons. Section 8 recipients pay 30% of their income for rent and the CHA pays the remainder of the rental amount, which is negotiated and approved by CHA and the landlord. [Tr. 8-19, 21, 48-9, 55-7, 63-9, 117-18, 225-26; C. Exs. 1-3, 8- 9, 12, 17, 25]

3. Respondent 6954 N. Sheridan Inc. is a corporation that has owned the property at that address since September 25, 2008. [Tr. 145; C. Ex. 19] David Gassman was and is the president of the corporation. [Tr. 146]. In September 2008 and up to the date of the hearing, the building at 6954 N. Sheridan has had 90 residential units, including one 2-bedroom unit (Unit 221) and the rest 1-bedroom or studio units. [Tr. 156, 277-78; C. Exs. 19 35]. At the time it was purchased, it had 4-5 units that were vacant. Respondents' plan at the time was to renovate the entire building as units became vacant. [Tr. 223-25]. Out of the 22-32 residential units rented in the building since September 25, 2008, none have been rented to Section 8 recipients. [Tr. 251-52; R. Ex. 29].

4. Respondent DLG Management is the company that was responsible for leasing residential units and managing the property at 6954 N. Sheridan since September 25, 2008. DLG Management is owned by David Gassman. He is also the president of Respondent 6954 N. Sheridan Inc. [Tr. 145-46, 180-1].

5. Respondent Marni Feig is an employee of DLG Management who, along with Mr. Gassman, was responsible for leasing units at 6954 N. Sheridan in Chicago. She has been employed by DLG Management as its agent for leasing apartments since approximately 2003. [Tr. 16, 146-7, 192, 211-12, 218, 363-64, 367]. At all times herein, she acted as the agent of Respondents DLG Management and 6954 N. Sheridan Inc., the corporate owner of the apartment building at which Mr. Rankin was seeking to become a tenant. *Id.*

6. For a number of years prior to 2008, DLG Management and David Gassman have owned buildings and leased and managed rental units at other locations on the north side of Chicago. Each building with rental units is a separate corporation of which Mr. Gassman is the president. [Tr. 150, 173, 180-01, 241; R. Ex. 29; H.O. Ex.1]. In 2008 the total number of rental units in buildings managed by DLG Management was approximately 300 residential units including 6954 N. Sheridan. [Tr. 173-74, 180-91].

7. Since 2000, six of these units have been leased to Section 8 recipients, including one to a tenant at 6954 N. Sheridan who had been a previous occupant and one to a tenant who already had Section 8 status at another building. [Tr.151-56, 161-62, 232-45; R. Exs. 5-16, 29]. Recently, a new Section 8 recipient had been accepted as a tenant at 1738-42 W. Touhy after a referral from an alderman.[3] She is the first Section 8 recipient accepted as a tenant by DLG Management in six years, although there are several current Section 8 recipients who continue to reside at one of the buildings for which DLG Management is the leasing agent and Mr. Gassman is

[3] Respondents dispute the finding that they had received a referral of this tenant from Alderman Joseph Moore. The Commission finds David Gassman's testimony ambiguous: "Q. And Deborah Shepard is allegedly somebody that Alderman Moore is trying to get put into that building, is that correct? A. Yes, he has tried to assist me." [Tr. 151-152] Even if the meaning of this answer is subject to interpretation, the Commission finds the nature of the alderman's involvement of little relevance. The hearing officer acknowledged that Respondents had "recently" accepted a Section 8 recipient at 1738-52 W. Touhy, whose lease negotiation with CHA was still pending at the time of the hearing in March 2010. [R. Ex. 29] This was an acceptance which clearly occurred long after the filing of this Complaint in November 2008, at a different building. As such, it has little or no bearing on Respondents' intent and conduct in 2008.

the president of the corporation owning the building. [Tr. 342-46, 421; R. Ex. 29]. In total, during the ownership of corporations of which Mr. Gassman is president and DLG Management is the leasing agent, there have been (a) 25 new rentals in the 14 unit building at 732 W. Grace, none of which were Section 8 recipients; (b) 20-25 new rentals at 1145-61 W. Lunt, 3 of which were Section 8 recipients (with a total of 30 units); (c) 19 total units at 1738-42 W. Touhy with 3 of those units rented at some point since 1999 by Section 8 recipients, but none currently except for the prospective tenant referred to them; and at least 70 other new tenancies in his buildings during his corporate ownership and DLG Management's period as leasing agent with none of those rentals being to Section 8 recipients. [Tr. 180, 232-45, 253-57, 346; R. Ex. 29; H.O. Ex. 1]. Since 2004, there has been one Section 8 recipient accepted as a tenant in any of these properties, out of 50-100 calls from Section 8 recipients that call inquiring about an apartment each year. [Tr. 346-47].

8. Two of these tenants testified that Mr. Gassman had been open to renting to them as Section 8 recipients and that he had been a good landlord. [Tr. 421-25, 428, 440-6 ].

9. In November 2008, Mr. Rankin was in the market for a new apartment for himself and his daughter due to the fact that his lease at his garden apartment at 1136 West Pratt had expired and there had been instances of water damage in his unit as a result of sewer backup. [Tr. 21, 87-8]. He was intending to pay for his new apartment with his Section 8 voucher and 30% of his SSI income. [Tr. 22. 87-8].[4]

10. On approximately November 10 or 11, 2008, Mr. Rankin saw an advertisement in the November 6, 2008, edition of the *Chicago Reader* [C. Ex. 5; Tr. 22-3, 368] that said:

> **East Rogers Park.** Two bedroom, one bath, total gut rehab, hardwood floors throughout, new appliances, including a dishwasher, one block from the lake, close to transportation, laundry in building. Available 12/1. 6954 N. Sheridan. $1050/month including heat. Call 773-665-0103. Visit www.dlgmanagement.com for more listings.

11. The page of the *Reader* on which the advertisement was found had several other advertisements for East Rogers Park apartments being rented by DLG Management, including a two bedroom apartment at 1145 W. Lunt. [C. Ex. 5]. None of the advertisements by DLG management or any other rental agent on that page referred to Section 8 recipients being encouraged or discouraged from applying for a unit or indicated that the realtor was an equal opportunity housing provider ("EHOP"). [C. Ex. 5; Tr. 287-88, 400-02].

12. On either November 10 or 11, Mr. Rankin called DLG Management and spoke to Ms. Feig about scheduling an appointment to see the two bedroom apartment at 6954 N. Sheridan. The

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[4] Mr. Rankin testified that he first had some water damage in his West Pratt apartment approximately 1½ years after he moved in, approximately January 2008. In that incident just a little water came into his unit. [Tr. 53-4, 88, 121]. There was additional water damage several months later. [Tr. 54, 88-9, 121-22]. The worst flood that resulted in a computer, TV, and some furniture being made unusable happened sometime thereafter. [Tr. 55]. Mr. Rankin was equivocal about when this third incident happened. He testified that the third flood occurred after he was denied the opportunity to rent a unit at 6954 N. Sheridan. [Tr 55, 88-9, 122]. He also testified that as of November 13, when his unit was inspected by CHA, the third flood had already occurred. [Tr. 53]. Then he said the third flood came just before the winter. [Tr. 133-34]. Then he indicated that he had saved a call message from the plumber regarding the third of these incidents. When that message was played at the hearing, it indicated that the message had been left on June 19 but without a year. [Tr. 135-36]. Then he said he could not be sure if the telephone message was from the second or third flood. [Tr. 136].

appointment was scheduled for November 12, 2008, in the afternoon. [Compare Tr. 23-4, 27 (testimony of Mr. Rankin) with Tr. 368-69 (testimony of Ms. Feig].[5]

13. On November 12, 2010, Ms. Feig showed Mr. Rankin two apartments—one a two bedroom at 1145 W. Lunt in Rogers Park and the other, Unit 221, a two bedroom at 6954 N. Sheridan. Mr. Rankin told Ms. Feig that he was interested in the Unit 221 apartment even though it was under construction. He told her he had a daughter in college that would be living with him. She did not have any applications with her and told him to go on the DLG Management website and e-mail her an application for himself and his daughter. She also told him he would have to pay a credit application fee of $35 for each of them and that there was a non-refundable move-in fee of $300 but no security deposit required. Nothing was said about his receipt of Section 8 or SSI in that conversation. [Tr. 24-7, 43, 99, 101, 125, 230, 371, 388-89; C. Ex. 46].[6]

14. After returning from viewing the apartment at 6954 N. Sheridan, Mr. Rankin went on line to the DLG Management website as instructed by Ms. Feig, downloaded a rental application, completed it on computer, e-mailed it back to DLG Management, and then printed a blank copy of the application from his computer (because the DLG Management system did not allow him to print out the completed copy). He then hand-printed what he had typed in the application that he had just e-mailed to DLG. On that application, he stated his SSI income and that he was a Section 8 recipient. There was no place on the computer application for a signature. [Tr. 100-04,119-20, 371, 405-06; C. Exs. 6, 46]. When his daughter got home from school, he intended for her to complete an application online and then he was going to take the applications and checks for the credit application to the DLG's office. [Tr. 27-8, 103-05; C. Ex. 6].[7]

15. A short time after Mr. Rankin e-mailed the application for himself (but not for his

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[5] With the exception of the date that Mr. Rankin saw the apartment at 6954 N. Sheridan, the remainder of the factual issues in this paragraph and subsequent ones are hotly contested by the parties. With respect to these differences in what happened regarding the rental of the apartment at 6954 N. Sheridan, the hearing officer made a credibility determination in favor of Mr. Rankin and against Ms. Feig, for reasons discussed below.

[6] Several issues are in dispute regarding the showing of apartments by Ms. Feig to Mr. Rankin on what everyone agrees was November 12, 2008. First, Ms. Feig claims that she did not have applications with her because the appointment had been made that day and she had given her last application to a person to whom she had showed a different apartment before she met up with Mr. Rankin. [Tr. 386-88]. That is undercut somewhat by Respondents' admissions that the call from Mr. Rankin was received on November 10 and the appointment for November 12 was made on the 11th. [C. Ex. 46 at p. 2, 5]. Second, it is disputed whether the 1145 W. Lunt apartment that Mr. Rankin was shown was a garden apartment or not. [Compare Tr. 26 (testimony of Mr. Rankin) with Tr. 369]. The most critical difference about that encounter is that Ms. Feig claims Mr. Rankin told her he was a Section 8 recipient during the time they were together. Mr. Rankin disputes that Ms. Feig first learned that he got Section 8 assistance when she was showing him the apartment on November 12. [Compare Tr. 101 (testimony of Mr. Rankin) with Tr. 370-1, 382, 385]. Fourth, Ms. Feig maintains that the e-mail application form, unlike the updated one, has a signature line, which it does not. [C. Exs. 6-7; Tr. 359-62].

[7] Respondents sharply dispute that Mr. Rankin e-mailed them an application. Both Mr. Gassman and Ms. Feig testified that their computer system, while allowing someone to see on computer the exact application form that Complainant said he completed, did not allow a completed application to be e-mailed. [Tr. 228, 257-58, 371-73]. Mr. Gassman testified that he found the application in the DLG drop box at their offices on November 12 or 13 and asked Ms. Feig to follow up, but he never checked to see if she did. [Tr. 258-60, 373]. Ms. Feig said she called Mr. Rankin on November 12 to tell him that the unit would not be ready in December but never received a call back from him and never saw him again. [Tr. 373, 391-92, 395]. The differences in the testimony on this point and why the hearing officer recommended accepting Complainant's testimony as credible on this point are discussed below. One critical factor is that in the Response to Complaint signed by Mr. Gassman and Ms. Feig, Respondents admit Complainant's allegation that Ms. Feig asked him to fill out an application online and to e-mail it to www.dlgmanagement.com. [C. Ex. 46 at p. 3; Tr. 351, 393-94].

daughter), Ms. Feig called him and told him that Respondents do not accept Section 8 recipients in that building. For that reason he did not submit an application for his daughter or the credit application fees as he had intended to do, although the online application form itself does not state that it must be signed, and states that a separate form has to be submitted for each adult occupant of the unit. The credit check fee listed on the form is $15, not $35. [Tr.27, 30-2, 125-26, 359; C. Exs. 6, 46 at p. 4-6; but see Tr. 359-62, 379-82, 389-92 (testimony of Ms. Feig)].

16. The online application used by Mr. Rankin to e-mail to DLG Management did not have a place for him to sign, unlike the updated application used by DLG Management. The current application form does have a signature line but does not have a section for non-employment income. [Tr. 358-59, 362, 398-99; C. Exs. 6-7, 51].

17. Several days later, Mr. Rankin drove to the DLG Management offices at 802 W. Belmont in Chicago to attempt to convince them to let him rent Unit 221 at 6954 N. Sheridan. There he was told again that DLG Management would not rent to Section 8 recipients. [Tr. 32-3; C. Ex. 46 at p. 5, but see Tr. 373, 378, 395-96 (testimony of Ms. Feig)].

18. While Respondents' advertisement in the November 6, 2008, issue of the *Reader* indicated that the Unit 221 would be ready for occupancy in December 2008, the parties were aware at the November 12 inspection that occupancy on December 1 was unlikely given the work that still needed to be completed. The cabinets were not delivered and appliances not installed until January, 2009. The unit was not ready for occupancy until February or March. It was ultimately rented by two tenants who were not Section 8 recipients in June 2009, at a rent of $1,000 per month including heat. [Tr.200-04, 406-07, 451-56; C .Ex. 35; R. Exs. 3-4].[8]

19. Prior to November 2008 and until the hearing, Respondents had one existing Section 8 tenant at 6954 N. Sheridan, Mr. Page, whose tenancy pre-dated the acquisition and management of the building by Respondents. Subsequently, Mr. Gassman sent paperwork signed by Mr. Page to CHAC[9] to have him put on a yearly rental agreement as required for Section 8 tenants. According to Mr. Gassman, rent for Mr. Page was ultimately raised when he moved into a rehabilitated apartment unit although Respondents' paperwork reflected that Mr. Page remained in the same unit. [Tr. 165-66, 196-98, 225-26, 335-38; C. Ex. 35, R. Exs. 3-5].

20. After being rejected by Respondents for Unit 221 at 6954 N. Sheridan, Mr. Rankin continued to look for apartments for himself and his daughter. [Tr. 58-9; C. Exs. 13-4, 16, 18]. It took him 10 months to find a new apartment, in part because of discrimination by other landlords. [Tr. 127-30]. For one unit he applied to, he had to pay a $50 credit application fee. [Tr. 62-3; C. Ex. 16].

21. Ultimately he found an apartment for himself and his daughter on West Jarvis in Rogers Park with a rental period beginning in July 2009, at a rent of $1,042 per month plus utilities including heat. He also had to pay a one month security deposit of $1,042 for this apartment that he

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[8] Respondents contend that Mr. Rankin's Section 8 forms showed that his Section 8 subsidy and personal rent payment were insufficient to pay the $1,050 advertised rent for Unit 221, because the forms showed that he could pay a maximum of $1,038 in rent. However, that form also showed that he could pay $1,097 in gross rent including utilities. The rent for Unit 221 included the cost of heat. But Mr. Gassman ultimately acknowledged that the $12 difference would not have prevented Respondents from renting this unit to Mr. Rankin, particularly when it was rented several months later for $1,000 to two non-Section 8 recipients. [Tr. 90-9, 117-18, 200-04, 215-17, 250, 383-85 C. Exs. 8, 35].

[9] CHAC is the former contracted administrator of Chicago's Section 8 voucher program for CHA, before CHA itself took back the administration in-house.

rented in and in which he still resides. [Tr. 17-8, 35, 42, 70-2, 75-6, 106-07; C. Exs. 25-26]. The difference in utilities between Unit 221 and the unit in which he still resides is $85 per month (a total of $850 through May 2010). [Tr. 73].

22. Mr. Rankin testified that he has incurred travel expenses (gasoline for his car) in coming to the Illinois Department of Human Rights and the Commission to pursue this case. He also incurred gasoline expenses in his search for a new apartment after he was rejected by Respondents. But he could not testify with any specificity how much gasoline expense he incurred directly due to his searches for a new apartment, and most of his search was centered in East and West Rogers Park where he lived. He estimated the costs for such travel expenses to be $250. [Tr. 73-4, 114, 133,173-5]. There were no receipts. [Tr. 73-5, 114].

23. Mr. Rankin testified that he had to incur additional expenses in moving because he had a pre-arranged fee from a man named Lou for $350 but then had to incur about $600 in moving expenses when he moved in July 2009. Mr. Rankin's testimony was inconsistent on this point, varying from testimony that he made arrangements with Lou on November 12, 2008, before he actually knew he had the apartment, to testimony that he had made arrangements months before but then when he actually moved in July 2009, Lou had gotten busy and could not honor their agreement. [Tr. 36-8, 107-09, 120].

24. Mr. Rankin also testified that the third instance of flooding in his Pratt apartment had destroyed a computer, television, bed, and dressers, and that Respondents' refusal to rent Unit 221 at 6954 N. Sheridan to him made them responsible for this loss. Finding of Fact ("FOF") #9 and n.2 *supra*. The costs of the computer and TV when purchased in 2007 were $1,613.72 and $ 1,900. [Tr. 41, 46, 111-13, 130-01; C. Ex. 27-9]

25. Mr. Rankin testified that he has a bullet in his leg close to his spine. His current apartment building is a walk-up without an elevator. He uses a cane to walk, stating that "[i]t's better for me to have an elevator, some type of easy access" in the apartment building in which he lives. There is no area for him to park his car at this current building, while there was parking at 6954 N. Sheridan. He stated that Respondents' actions in denying him Unit 221 hurt him and made him distraught. He said he suffered additional emotional distress particularly because of the way his daughter acted toward him, feeling that he was not able to provide a place for them to live when they were living in a post-flooded apartment on Pratt. He also said it was less safe for her when she came home at night than it would have been at 6954 N. Sheridan. [Tr. 32-2, 70, 72, 76-7; see Tr. 385 for an acknowledgment by Ms. Feig that 6954 N. Sheridan has an elevator].

## III. APPLICABLE LEGAL STANDARDS

The Chicago Fair Housing Ordinance (CFHO) at Section 5-08-030 of the Chicago Municipal Code, provides:

> It shall be an unfair housing practice and unlawful for any owner, lessee, sublessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent, lease or sublease any housing accommodation, within the City of Chicago, or any agent of any of these, or any real estate broker licensed as such:
>
> > A) To make any distinction, discrimination or restriction against any person in the price, terms, conditions or privileges of any kind relating to the sale, rental, lease or occupancy of any real estate used

> for residential purposes in the City of Chicago or in furnishing of any facilities or services in connection therewith, predicated upon the race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income of the prospective or actual buyer or tenant thereof.

In addition, CCHR Reg. 420.130(a) specifically provides:

> It is a violation of the FHO for a person to refuse to sell, rent or lease a dwelling to a person or to refuse to negotiate with a person for the sale, rental or leasing of a dwelling because of that person's membership in a Protected Class (see Reg. 100(26) above. Such prohibited actions include, but are not limited to:
>
> a) Failing to accept or consider a person's offer because of that person's membership in a Protected Class;

Similarly, CCHR Reg. 420.105 provides:

> Any inquiry in connection with a prospective rental or sale which directly or indirectly expresses any limitation, specification or discrimination as to membership in a Protected Class (*see* Reg. 100(26) above) shall be deemed a Violation of the FHO unless based upon a *bona fide* business reason.

Typically, claims of intentional discrimination are proved by indirect evidence through the shifting burden approach established in *McDonnell Douglas v. Green*, 411 U.S. 792. However, when a complainant has direct proof of intentional discrimination, the complainant may prove intent by introducing credible evidence that shows the discriminatory intent and that it this unlawful intent resulted in an actionable claim. *Hutchinson v. Iftekaruddin*, CCHR No. 09-H-21 (Feb. 17, 2010) at 6; *Diaz v. Wykurz et al.*, CCHR No. 07-H-28 (Dec. 16, 2009) at 5; *Jones v. Shaheed*, CCHR No. 00-H-082 (Mar. 17, 2004) at 8; *Pudelek & Weinmann v. Bridgeview Garden Condo. Assoc. et al*, CCHR No. 99-H-39/52 (Apr. 18, 2001); *King v. Houston & Taylor*, CCHR No. 92-H-162 (Mar. 16, 1994) at 11-2; *Collins & Ali v. Magdenowski*, CCHR No. 91-FHO-70-5655 (Sept. 16, 1992) at 20-1, 23-4; *Pinchback v. Armistead Homes Corp.*, 907 F.2d 1447, 1452 (4th Cir. 1990). "[D]irect evidence is evidence that if believed, will allow a finding of discrimination with no need to resort to inferences." *Hutchinson, supra* at 6.

The Commission has consistently held that refusing to rent an apartment on the basis that the prospective tenant will be paying rent in part through the Section 8 program violates the Ordinance's prohibition against discrimination on the basis of source of income. CCHR Regs. 420.130 and 420.105; *Hutchinson, supra*; *Diaz, supra; Torres v. Gonzales*, CCHR No. 01-H-46 (Jan. 18, 2006); *Sullivan-Lackey v. Godinez*, 99-H-89 (July 18, 2001) aff'd *Godinez v. Sullivan-Lackey*, 352 Ill.App.3d 87, 91-3, 815 N.E.2d 822, 827-9 (1 Dist. 2004) (specifically affirming that Section 8 vouchers are covered as a source of income under the CFHO); *Jones,, supra*; *Godard v. McConnell*, CCHR No. 97-H-64 (Jan. 17, 2001); *King, supra.*

When a complainant does not complete the application process to rent an apartment because a respondent has made it clear that it will not rent to the complainant because of a protected status,

the completion of the process is excused as a futile gesture. *Jones, supra.*; *Pudelek & Weinmann, supra*; *Marshall v. Getsla*, CCHR No. 98-H-167 (Jan. 27, 1999). See also *Pinchback v. Armistead Homes Corp., supra* at 1451, *cert. den.*, 498 U.S. 983 (1990), applying the futile gesture theory to the housing context; *Darby v. Ridge*, 806 F. Supp. 170, 174 (E.D. Mich. 1992); *Crowley v. Canteen Corp.*, 1986 WL 3612 (N.D.Ill. 1986) (Mem. Op.); and *Richardson v. Chicago Area Council of Boy Scouts of America*, CCHR No. 92-E-80 (Oct. 30, 1992), applying the futile gesture theory in the employment context.

## IV. CONCLUSIONS OF LAW AND DISCUSSION

Complainant has proved through direct evidence that Marni Feig violated the Chicago Fair Housing Ordinance when she told Complainant that Section 8 recipients would not be accepted to rent at 6954 N. Sheridan. CCHR Regs. 420.130 and 420.105; see *Hutchinson, supra*; *Diaz, supra; Torres, supra; Sullivan-Lackey, supra*; *Huff v. American Management & Rental Service,* CCHR No. 97-H-187, at 5 (Jan. 20, 1999); *McGee v. Sims*, CCHR No. 94-H-131 at 8 (Oct. 18, 1995); and *McCutchen v. Robinson*, CCHR No. 95-H-84 (May 20, 1998), holding that a broker violated CFHO when he did not pursue the complainant's offer to purchase property because one source of income was public aid. The Commission further concludes that there is an agency relationship between Ms. Feig on the one hand and both 6954 N. Sheridan, Inc., and DLG Management on the other, as well as between DLG Management and 6954 N. Sheridan, Inc., as explained in more detail below.

The evidence revealed two different factual scenarios regarding whether Respondents refused to rent to Complainant because of his source of income. Deciding which one is credible is central to determining whether Complainant has proved through direct evidence that Respondents violated the CFHO.

Under the scenario testified to by Mr. Rankin: (1) Mr. Rankin saw an advertisement for a two bedroom unit at 6954 N. Sheridan; (2) he called DLG Management on November 10 or 11, 2008 to make an appointment to see the unit; (3) he was shown the unit on November 12, 2008, by Ms. Feig and wanted to rent the unit despite the fact that it was still under construction and not going to be available on the December 1 date that had been advertised; (4) nothing was discussed about Mr. Rankin's income or his being a Section 8 recipient; (5) Ms. Feig did not have an application to give him so she told him to go on DLG's website and e-mail in an application; (6) Mr. Rankin went home and e-mailed an application, which could not be printed out after completed so he printed out a blank and handwrote the information he had provided; (7) Mr. Rankin intended to have his daughter do the same and to pay the credit application fee; (8) but before he could do so and shortly after he e-mailed the application, Ms. Feig called him and said Respondents were not renting to Section 8 recipients at that building; and (9) several days later he went to DLG Management's office and talked to a woman asking her to reconsider the decision not to rent to Section 8 recipients, but to no avail. FOF ##9-17.

Based on that scenario, if credited, Mr. Rankin has proved a violation of the CFHO and the above-cited regulations and case law. Based on the above scenario, his failure to complete the application process is of no consequence—that is, a futile gesture—because he was rejected before he could do so.

Under the scenario advanced by Respondents (who were called to testify in Complainant's case as part of his proof) the following is what happened: (1) Mr. Rankin saw an advertisement for a two bedroom unit at 6954 N. Sheridan; (2) he called DLG Management on November 10 or 11, 2008, or maybe the 12th to make an appointment to see the unit; (3) he was shown the unit on November 12, 2008, by Ms. Feig and told her he wanted to rent it even though the unit was clearly

not ready in that the cabinets had not been delivered, appliances were not there, and other work needed to be done; (4) during the showing of that unit and another on West Lunt, Mr. Rankin told Ms. Feig that he was a Section 8 recipient; (5) Ms. Feig did not have an application to give Mr. Rankin on November 12 because, even though the appointment had been made earlier that day or the day before (there are competing Respondent versions on this point) she had taken only one application with her even though she knew she be showing units at different properties to one other prospective DLG Management tenant at a different site; (6) she told Mr. Rankin she would have to check to see if the unit would be available and said she would call him later; (7) applications could not be emailed to the DLG website (contradicted by statements in Respondents' Response to Complaint, C. Ex. 46) and the application on the website had a signature line (clearly inconsistent with C. Ex. 6); (8) on the next day, November 13, 2008, she found that a hand-printed version of the online application (C. Ex. 6) had been placed on her desk without an application from his daughter and payment for the credit application; (9) by making some calls, she determined that the unit at 6954 N. Sheridan would not be ready on December 1 as advertised; (10) on November 13, after seeing Mr. Rankin's handwritten application, she called Mr. Rankin and told him that the unit would not be ready by December 1, and then she never heard from him again and he never completed his application; and (11) several days later he appeared at the DLG Management Office (not testified to but stated in Respondents' Response to Complaint) but he did nothing to complete the application process. FOF ##13, 14, 15-88, including footnotes; C. Ex. 5, 6, 46.

At issue in these different scenarios are FOF ##4, 6, 8 and 9 in Complainant's version and ##3, 4, 6, 7, 8 and 10 in Respondents' version. For several reasons, the hearing officer recommended crediting Mr. Rankin's testimony on the issues listed in the two scenarios that are in dispute.

First, the hearing officer determined that Mr. Rankin testified consistently and forthrightly on facts regarding the alleged violation of the CFHO, specifically, the direct statement of Ms. Feig to the clear effect that the owner would not accept a Section 8 recipient for the building and unit Mr. Rankin wanted.

Second, the hearing officer found Respondents' version is internally inconsistent. Did Respondents get Mr. Rankin's call on November 10 or 11$^{th}$, and if so, why didn't Ms. Feig have more than one application when she had two different appointments with two different prospective tenants on the next day? Did the online DLG Management application form have a signature line or not? Why did Ms. Feig need to check the next day to determine if Unit 221 at 6954 N. Sheridan was going to be ready 2½ weeks after the showing (and then later have to call him to tell him the obvious) when it was clear when both Mr. Rankin and Ms. Feig saw the unit that it would not be ready? While none of these inconsistencies are singularly dispositive, they diminish Respondents' credibility and the explanation they want the Commission to accept as to what occurred.

Third, accepting Respondents' version necessitates ignoring or discounting their Response to Complaint. In that Response, Respondents admit or affirmatively state that they received a call from Mr. Rankin on November 10, that Ms. Feig returned the message (not denying Mr. Rankin's allegation that the message was returned on November 11) and made an appointment to show Mr. Rankin Unit 221 on November 12, that Ms. Feig asked Mr. Rankin to fill out an application online and e-mail it to DLG Management's website and he did, that Ms. Feig did talk to Mr. Rankin on November 12 (not November 13 although Respondents denied that she told him that they did not accept Section 8 recipients), and that Mr. Rankin appeared at DLG's offices on November 17 for no apparent reason. [C. Ex. 46 at pp. 2-5].

Further the Response mis-states the advertised available date for Unit 221 (contending it was

February 1 when C. Ex. 5 makes it clear that the available date was advertised as December 1). Respondents also contend that Mr. Rankin told Ms. Feig that his sole source of income was from Section 8 (implausible and obviously contradicted by the information in his application, C. Ex. 6). While the Response to Complaint does not constitute a direct admission of liability (e.g. "we admit that we told him we do not accept Section 8 recipients as tenants"), it contains statements that contradict critical components of Respondents' assertions during the testimony of Ms. Feig and Mr. Gassman in Complainant's case. No sufficient reason was offered as to why the Commission should not consider these admissions in making these findings.

Fourth, there is a logical inconsistency in a critical aspect of Respondents' contentions. Under Respondents' scenario, the issue left unresolved at the time of the showing of Unit 221 by Ms. Feig was whether the unit would be unavailable on December 1 despite all party's knowledge and agreement that, as of November 12, substantial work needed to be completed. Based on uncontradicted testimony, no one would have thought that this unit was going to be available for occupancy by December 1 or soon thereafter. Yet, Respondents contend that after Ms. Feig called Mr. Rankin the next day (after admittedly receiving C. Ex. 6) and told him that Unit 221 would not be available on December 1, he in effect disappeared—not completing his application and never to be heard again, except of course Respondents admit in their Response to Complaint that Mr. Rankin was at their office several days later. There was no testimony that Mr. Rankin had other units available to him to rent or had decided to stay at the West Pratt address where he was living. While there can be situations in which evidence regarding incidents is true despite internal inconsistencies, here the logical inconsistency (that Mr. Rankin would abandon his attempt to rent a unit he needed, liked, and could afford) simply because he was told something he already knew about when it would be ready, flies in the face of reality.

Additionally, the hearing officer found Respondents' testimony not credible because at times it was over-stated. He cited the example of repeated attempts though testimony to contend that somehow Mr. Rankin's Section 8 voucher accompanied by his personal payment from his SSI, authorizing a rent payment of $1,038 without utilities and $1,097 with utilities, made him financially ineligible to rent Unit 221 with an advertised rent of $1,050 including the main utility cost of heat, when Respondents knew that negotiation with CHA was possible and they rented this same unit to two non-Section 8 recipients for $1,000 just a few months after the unit became available. FOF #18, n. 8.

Respondents did offer evidence that Mr. Gassman and DLG Management had rented to other Section 8 recipients, including tenants in place before they began managing the property and new tenants to whom they rented an apartment. FOF ##6-8 . However, the evidence also showed that, other than one existing tenant, none of the 22-32 units rented at 6954 N. Sheridan after Respondents acquired ownership and leasing responsibilities were rented to Section 8 recipients. In addition, only two of their several hundred rentals since 2004 have been to Section 8 recipients except for a possible new tenant in the CHA process at the time of the hearing, even though there are an estimated 50-100 calls per year[10] from Section 8 recipients inquiring about the availability of apartments. FOF # 7; R. Ex. 29. This record does not show that Respondents have a blanket policy of not renting to Section 8 recipients. See *Hutchinson v. Iftekaruddin*, supra at 7. However, Respondent's evidence as to its willingness to rent to Section 8 recipients is at best inconclusive. While there have been a few rentals to Section 8 recipients by Mr. Gassman, it is a small portion of the several hundred units Respondents have had available in the last 10 years. The hearing officer concluded that this evidence does not undercut the reasons stated above for finding that Mr. Rankin's

[10] Although at one point in his recommended decision the hearing officer stated there were 50-100 calls per week, it is clear that was a clerical error and this is the statistic supported by the evidence. FOF #7.

testimony that he was told he could not rent Unit 221 at 6954 N. Sheridan due to his source of income as a Section 8 voucher holder.

For all these reasons, the hearing officer recommended a finding that Complainant has proved through direct evidence that the Chicago Fair Housing Ordinance was violated when Ms. Feig foreclosed Mr. Rankin's efforts to rent Unit 221 because of his source of income. See cases cited above as well as *Fiqueroa v Fell*, CCHR No. 97-H-5, (Oct. 21, 1998), discussing factors that may bear on witness credibility; and *Smith, Torres & Walker v. Wilmette Real Estate and Management Co.*, CCHR Case Nos. 95-H-159 and 98-H-44/63, (Oct. 6, 2000), a decision on a motion to dismiss holding that abrupt cessation of a rental process supports reasonable inferences of discrimination.

The Commission accepts and adopts the hearing officer's recommended findings of fact including his recommended resolution of the credibility issues and his proposed conclusions of law regarding liability flowing from these findings. The Commission reviews a hearing officer's proposed findings of fact pursuant to Section 2-120-510(I), Chicago Municipal Code, which provides in pertinent part: "The commission shall adopt the findings of fact recommended by a hearing officer...if the recommended findings are not contrary to the evidence presented at the hearing." This standard of review takes into account that the hearing officer has had the opportunity to observe the testimony and demeanor of witnesses. *Poole v. Perry & Assoc.*, CCHR No. 02-E-161 (Feb. 15, 2006); see also *McGee v. Cichon*, CCHR No. 96-H-26 (Dec. 30, 1997). The Commission thus will not re-weigh a hearing officer's recommendation as to witness credibility unless it is against the manifest weight of the evidence. *Stovall v. Metroplex et al.*, CCHR No. 94-H-87 (Oct. 16, 1996). Nor will the Commission set aside proposed findings of fact merely because another interpretation is plausible. *Wiles v. The Woodlawn Organization & McNeal*, CCHR No. 96-H-1 (Mar. 17, 1999).

Respondent's objections to the recommended ruling regarding the hearing officer's assessment of credibility must be considered according to these principles. The Commission has reviewed these objections as well as the hearing record, and finds no basis to reject the hearing officer's proposed findings of fact including his assessment of credibility. There is no question that the hearing officer found Mr. Rankin's testimony credible on the critical issue of what Ms. Feig told him when she telephoned him later in the day after she showed him apartments, compared to the testimony of Ms. Feig about what she said. FOF #15. The hearing officer's explanation of this determination reflects a careful review of the evidentiary record and a reasonable assessment of which story is more plausible. He set forth the reasons he found Feig's story less plausible than Complainant's on the critical issues.[11] This determination is not against the manifest weight of the evidence. Credibility assessment is not a mathematical calculation; as noted above, the Commission will not set aside proposed findings of fact merely because another interpretation is plausible.

The Commission does not require that a complainant's testimony be corroborated by other evidence in order to prove a claim. Respondents point to certain Commission decisions which note that testimony is corroborated, and corroboration may certainly be a desirable and important factor in finding particular testimony credible. But Respondents provide no legal authority *requiring* such corroboration, and the cited Commission decisions do not adopt such a standard.

Also, the Commission is not *required* to disregard all testimony of a particular witness if it finds some of it not credible, although it *may* do so. See *Sanders v. Onnezi*, CCHR No. 93-H-32 (March 16, 1994), and many subsequent Commission decisions. Here, the hearing officer explained

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[11] The Commission adds that, if Feig's version of what she told Complainant were true including that she called Complainant only to tell him about the projected occupancy date, it is unlikely that Complainant would have made a trip to DLG Management's office to try to persuade them to change their minds.

in detail why he found credible the critical testimony of Complainant regarding the content of his follow-up telephone conversation with Marni Feig, even though he found other testimony of Complainant, such as that concerning the timing of the flooding of his apartment, to be inconsistent and unreliable. The hearing officer found that the differences in Complainant's testimony concerned minor issues and were consistent with less than perfect memory rather than dishonesty. On the core issues regarding liability, the hearing officer found Complainant's testimony consistent and specific.

Respondents place much reliance in their defense on whether they had other tenants who were Section 8 voucher holders. The Commission recognizes that Respondents had some past and current tenants under the Section 8 program, including the two who testified at the administrative hearing. The hearing officer noted and incorporated Respondents' evidence that there was one Section 8 participant residing at 6954 N. Sheridan Road at the time of Complainant's application. At the same time, the hearing officer found that none of the units rented at 6954 N. Sheridan after Respondents acquired ownership and leasing responsibilities had been rented to Section 8 voucher holders. FOF #7. Nothing in the hearing record or Respondents' objections controverts this finding. The distinction between tolerating a Section 8 tenant in place and accepting a new one is relevant, as are the distinctions between renting to Section 8 tenants in the past, renting to them in other buildings or units that may be less desirable, renting to tenants receiving forms of housing subsidy other than Section 8,[12] and renting to Section 8 tenants after receiving notice of this discrimination Complaint.

As noted above, neither the hearing officer nor the Commission has made a finding that Respondents had a blanket policy of not renting to Section 8 voucher holders or other subsidized tenants in any building under their ownership or management. Liability in this case is not dependent on such a finding. Rather, the critical finding is that Marni Feig told Complainant he would not be able to rent the unit he wanted at 6954 N. Sheridan because the owner would not accept Section 8 in that building.

Even viewing the evidence of prior and inherited rentals to Section 8 recipients in a light favorable to Respondents, the evidence reflects a relatively small number and proportion of rentals to Section 8 voucher holders in various buildings under Respondents' control over a period of several years prior to the filing of this Complaint. Under different overall facts, especially the direct evidence in this case, a history of some rentals to Section 8 tenants might carry greater weight. But none of Respondents' evidence establishes that Respondents accepted a new Section 8 recipient in the building at 6954 N. Sheridan Road after it came under their control and before they received notice of this Complaint—the building where Complainant sought to rent a two-bedroom, newly-updated unit one block from Lake Michigan and close to public transportation, with further amenities, especially an elevator, on the premises.

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[12] R. Ex. 29, Respondents' summary of subsidized tenants in its buildings, lists Heartland Alliance as the current tenant of three units at 1145-61 W. Lunt since March 1, 2008; Lakeview Counseling Center as the current tenant of two units at 732 W. Grace since 1991; two current tenants in units at 6954 N. Sheridan under a housing program of Catholic Charities since July and October 2009; one current tenant at 6954 N. Sheridan since 2005 and one at 4424-32 N. Wolcott since February 1, 2008, under a program of the Chicago Department of Housing; and one current tenant at 6954 N. Sheridan since 1997 under a program called "AFC Housing." This totals 10 units currently rented or subsidized by programs other than the Section 8 voucher—8 of which were so rented prior to the filing of this Complaint. At 6954 N. Sheridan, a total of 3 units were rented under a subsidy program *before* Respondents' obtaining ownership and management of the building, one to a Section 8 voucher holder. Then 2 more rentals under a Catholic Charities program occurred *after* Respondents had notice of this Complaint. None of these reported tenancies is inconsistent with what Complainant was told by Marni Feig—that the owner was not accepting Section 8 in that building.

Respondents also argue in their objections that Complainant did not prove himself qualified to rent the unit in question. The Commission disagrees. On the facts of this case, Complainant established that he was at least minimally qualified to apply and be considered for the unit he wanted. His Section 8 documents showed him eligible for up to $1,097 per month in gross rent and utilities. The unit in question was advertised at $1,050 including heat. Respondents themselves acknowledge that rents under the Section 8 voucher program are ultimately negotiated. FOF 18, n. 8. Indeed, Respondents have never argued that they rejected Complainant because they knew he could not afford the unit based on the amount of his Section 8 subsidy.[13] Nor is this is not a case where a prospective tenant was rejected after consideration of the details of his application.

The remaining issue regarding liability and one that impacts any award of relief is whether DLG Management and 6954 N. Sheridan, Inc., are also liable for violating the ordinance. The determination of their liability turns on the question of agency. The starting place is Section 5-8-060 of the Chicago Municipal Code, which makes subject to all applicable provisions of the CFHO an "owner, lessee, sublessee, assignee, managing agent, or condominium association board of managers, governing body of a cooperative, or other person, firm or corporation having the right to sell, rent, lease, or establish rules or policies for any housing accommodation within the City of Chicago who shall exercise any function of selling, renting, leasing, subleasing, or establishing rules or policies for any housing accommodation within the City of Chicago."

There are three Respondents in this case: (1) 6954 N. Sheridan, Inc., the corporation which owns the property at issue and of which Mr. Gassman is the president; (2) DLG Management, also owned by Mr. Gassman and employing Ms. Feig, who is the principal leasing agent (along with Mr. Gassman) for both the owner corporation and DLG Management; and (3) Ms. Feig personally. 6954 N. Sheridan is the principal of both DLG Management and Ms. Feig, and DLG Management is the principal of Ms. Feig, in that 6954 N. Sheridan, Inc., has authorized DLG Management and Ms. Feig to act on its behalf in renting apartment units and DLG Management employs Ms. Feig as a leasing agent. She works under the direction of Mr. Gassman, the owner of DLG Management and the president of 6954 N. Sheridan.

In *Warren et al. v. Lofton & Lofton Management et al.*, CCHR No. 07-P 62/63/92 (July 15, 2009), the Commission recently clarified the meaning of an agency relationship for purposes of vicarious liability and the applicable legal standards to determine whether such a relationship exists when it stated: "The agency relationship is a consensual, fiduciary one...where the principal has the right to control the conduct of the agent and agent has the power to affect the legal relationships of the principal...." *Id.* at 19, citing *Taylor v. Kohli*, 162 Ill.2d 191, 95-6, 642 N.E.2d 457, 468-69 (1994). See also *Diaz v. Wykurz et al., supra* at 7. In *Diaz*, the Commission reiterated that "the most important consideration is the right to control the manner in which the work is done and that is

[13] Had the evidence shown that Complainant's Section 8 Rent Burden Worksheet listed a maximum possible rent substantially below the advertised rent, the Commission may have found he had not proved himself minimally qualified for the unit he sought. The Commission takes administrative notice that the rent levels supported under the Section 8 voucher program are based on median rents in a given area (with some flexibility to adjust for the higher rents of certain "opportunity" areas), so some units or buildings with market-supported rents substantially above the median may be out of reach of Section 8 recipients. However, that is not the evidence regarding the unit in question in this case.

true regardless of whether the principal actually exercises the right to control. *Id.* "It is the actual nature of the relationship between the parties—and not the label the parties attach to their relationship–that controls whether an agency relationship exists." *Warren et al., supra* at 19.

Clearly, for purposes of assessing liability in this case, there is an agency relationship between Ms. Feig on the one hand and both 6954 N. Sheridan Inc. and DLG Management on the other, as well as between DLG Management and 6954 N. Sheridan, Inc. Ms. Feig worked for DLG Management as its leasing agent and DLG Management was the company that 6954 N. Sheridan Inc. employed to lease its units. Accordingly, they are vicariously liable for Ms. Feig's conduct when she terminated the rental process for Complainant because one of his sources of income is a Section 8 voucher.

## V. REMEDIES

Upon determining that a violation of the Chicago Fair Housing Ordinance or the Chicago Human Rights Ordinance has occurred, the Commission may award relief as set forth in § 2-120-510(l) of the Chicago Municipal Code:

> [T]o order such relief as may be appropriate under the circumstances determined in the hearing. Relief may include but is not limited to an order: to cease the illegal conduct complained of; to pay actual damages, as reasonably determined by the Commission, for injury or loss suffered by the complainant; to hire, reinstate or upgrade the complainant with or without back pay...; to pay to the complainant all or a portion of the costs, including reasonable attorney fees, expert witness fees, witness fees and duplicating costs...; to take such action as may be necessary to make the individual complainant whole, including, but not limited to, awards of interest on the complainant's actual damages and back pay. These remedies shall be cumulative, and in addition to any fines imposed for violation of provisions of Chapter 2-160 and Chapter 5-8.

### A. Out-of-Pocket Losses

The Commission has long held that a complainant may recover damages for out-of-pocket losses even without written documentation of such damages as long as the complainant can testify to the amount of damages with certainty. *Horn v. A-Aero 24 Hour Locksmith Service et al*, CCHR No. 99-PA-032 (July 19, 2000); *Williams v. O'Neal*, CCHR No. 96-H-73 (June 8, 1997); *Soria v. Kern*, CCHR No. 95-H-13 (July 17, 1996); *Hussian v. Decker*, CCHR No. 93-H-13 (Nov. 15, 1995); *Khoshaba v. Kontalonis*, CCHR No. 92-H-171 (Mar. 16, 1994). Such out-of-pocket damages may include expenses related to the prosecution of a complaint before the Commission. *Horn v. A-Aero 24 Hour Locksmith Service et al., supra.*

However, compensatory damages for out-of-pocket losses or emotional distress should not be awarded when they cannot be shown to have been caused by the caused by the discriminatory conduct or foreseeable to the respondents. *Pudelek & Weinmann, supra* at 18; *Torres v. Gonzales, supra.*

Here, Complainant maintains that he suffered several different forms of out-of-pocket losses: (1) the additional cost of heat at $85 per month for the apartment at which he and his daughter have lived since July, 2009; (2) gasoline expenses of approximately $250 incurred in searching for a new apartment and attending proceedings at the Commission; (3) the cost of a security deposit of $1,042

that he had to pay for his new apartment minus the $300 move-in fee Respondents would have charged (but without a security deposit); (4) the cost of replacing a computer, TV, and furniture damaged in a flood at his old address after he had been rejected as a tenant by Respondents; (5) moving expenses of $600 minus the $350 that Mr. Rankin testified he had contracted to pay someone named Lou; and (6) various credit application fees for being considered at other apartments after he was rejected by Respondents. [FOF ## 20-24].

Mr. Rankin testified with certainty that he pays $85 per month for heating expenses at his current apartment, in addition to his rent. By contrast, the stated rent for Unit 221 at 6954 N. Sheridan included heat. [FOF # ; Tr. 73]. It is axiomatic that a successful complainant who has been denied the opportunity to rent an apartment due to unlawful discrimination should be awarded as damages the difference between any higher rent or utilities that s/he has been forced to pay in a subsequent apartment that is substantially equal in value to the apartment discriminatorily denied. See, e.g., *Pudelek & Weinmann, supra.; Gould v. Rozdilsky*, CCHR No. 91-FHO-25-5610 (Jan. 15, 1992) and *Fulgern v. Pence*, CCHR No. 91-65-5650 (Sept. 16, 1992). For that reason, the hearing officer recommended that Complainant should be awarded $850 for the amount he paid for heating through May 2010 that he would not have had to pay if Respondents had not discriminated against him. The Commission accepts and adopts this recommendation.

On the other hand, the Commission agrees with the hearing officer that the evidence regarding the gasoline expenses incurred in Complainant's search for renting an apartment and for attending Commission proceedings was speculative and uncertain. Mr. Rankin testified that his gasoline costs were $250, but there was no breakdown by day, month, type of activity, or anything that would allow the Commission to conclude that the $250 was something other than a number just pulled out of the air. Most of Mr. Rankin's search for an apartment was conducted in the neighborhood where he lived. There is no testimony regarding what days he went outside the neighborhood looking for an apartment, exactly where he went, how many miles he drove, or other foundational details. Similarly, there was no testimony about the dates Mr. Rankin attended Commission proceedings (except it is known that the hearing lasted two days), or how many miles he drove or how much it cost for the gasoline to attend these proceedings. FOF #22. On this basis, damages for gasoline expenses cannot be awarded. See *Pudelek & Weinmann, supra,* denying a request of similar damages due to lack of specific evidence as to cost.

Similarly, while there was evidence that Mr. Rankin had to pay a security deposit of $1,042, there was no evidence that this security deposit will not be returned to him. Obviously he does not have the use of that money (minus Respondents' move-in fee of $300, which was non-refundable) for a period of time, but there was no evidence offered to enable the Commission to determine what damages to award to compensate Mr. Rankin for not having the use of the $743 balance from July 2009. The Commission cannot award damages when it has to guess how much is necessary to compensate for an item of out-of-pocket loss. *Id.*

The next claim for out-of-pocket damages poses different sorts of problems. Mr. Rankin seeks damages for the cost of a computer, a TV, and bedroom furniture damaged in the third instance of water damage due to sewer backup at his West Pratt apartment. FOF ##8, 24. There is no issue about the cost of these items when purchased. However, there are both causation and forseeability problems that prevent any award of damages for them. Again see *Pudelek & Weinmann, supra,* and in particular *Torres v. Gonzales*, *supra,* stating, "Complainant did not testify when the damage took place, and in fact such damage could have happened even if the Respondent had not discriminated against Complainant. Therefore, no damages for her property damage will be allowed."

The evidence is very unclear as to when the water damage occurred to the items described by Complainant. His testimony as to the date of this water damage ranged from the day after he was turned down by Respondents (November 13, 2008) to some uncertain time after November 13 to sometime before the winter to possibly June 19 (based on a voice message left by a plumber that was played at the hearing). As to the June 19 date, Mr. Rankin could not be sure whether this was the second or third instance of water damage. [FOF ##8, n.2, 24; Tr. 53-5, 88-9, 121-22, 133-36].

The timing is critical because it is clear that Unit 221, even if Respondents had not discriminated against him, was not going to be ready until February or March, 2009. Thus if the water damage to these items happened on November 13, 2008, or at some time before the winter, then the damage to these items would not have been caused by any discrimination of Respondents because the unit would not have been available before then to enable Mr. Rankin to leave his West Pratt residence. Similarly, there was no evidence introduced that showed that it was foreseeable to Respondents that Mr. Rankin would incur these damages. Given the lack of clarity in the evidence that the damage to these items occurred after Unit 221 would have been available to Mr. Rankin (absent the discrimination) or that such damage was foreseeable to Respondents, the Commission cannot award the damages for the water-damaged computer, TV, and bedroom furniture.

Mr. Rankin also sought damages to cover the $250 difference in price between what he had contracted with "Lou" to move his belongings and the $600 he ultimately paid (remembering that Mr. Rankin was going to have to pay moving expenses to a new apartment even without Respondents' discriminatory conduct). FOF #23 . However, here again, the testimony regarding his deal with Lou is unclear. Mr. Rankin testified that he contracted with Lou before he saw Unit 221, the day he saw it (when he did not know he would get the apartment), or sometime thereafter. Unless he proved that he had a firm arrangement with Lou to move his property at any time before March 1 and not thereafter, damages for the difference in moving costs cannot be awarded due to causation and foreseeability problems. The proof on this point is unavailing. FOF #23; see cases cited above.

Finally, Mr. Rankin sought damages to cover a credit application fee he paid in looking for an apartment after he was discriminatorily rejected by Respondents. One issue with awarding damages for this item is that, if he had not been discriminated against by Respondents, he would have had to pay a credit application fee of $30 or $70 (depending on the testimony credited). Consequently, his payment of $50 to Lee Management in April, 2009 for a credit application was not a new expense that he would not have incurred had he not been denied the opportunity to Unit 221 at 6954 N. Sheridan. [Tr. 62-3, 66; C. Exs. 16, 18]. For this reason, an award for damages for the $50 credit application fee in April 2009, when Mr. Rankin was still looking for an apartment, is denied for the same reasons cited above.

In summary, Mr. Rankin is awarded out-of-pocket damages of $850 for the additional heating expense he has incurred at his current apartment from July 2009 through May 2010, because he would not have incurred that expense had he been allowed to rent Unit 221. All other out-of-pocket damage awards sought are denied for the reasons stated above.

### B. Emotional Distress Damages

Mr. Rankin has sought $20,000-$40,000 in emotional distress damages based on prior awards of this Commission and the evidence in this case. [Tr. 496-98]. The Commission has awarded emotional distress damages to prevailing complainants when they prove that they suffered emotional distress, humiliation, shame, mental anguish or embarrassment as a result of the discrimination found. See, e.g., *Diaz v. Wykurz et al., supra* at 9; *Pudelek & Weinmann, supra* at 29-30; *Collins &*

*Ali v. Magdenowski, supra* at 28-9; *Gould v. Rozdilsky*, CCHR No. 91-FHO-25-5610 (Jan. 15, 1992); and *Campbell v. Brown & Dearborn Parkway*, CCHR No. 92-FHO-18-5630 (Dec. 16, 1992).

The amount of emotional distress damages is determined by the length of time the complainant has experienced emotional distress, the severity of the mental distress and whether it was accompanied by physical manifestations, the vulnerability of the complainant, and the egregiousness of the discrimination. *Houck v. Inner City Horticultural Foundation*, CCHR No. 97-E-93 (Oct. 21, 1998) at 13-4; *Nash and Demby v. Sallas & Sallas Realty*, CCHR No. 92-H-128 (May 17, 1995); and *Steward v. Campbell's Cleaning Svcs. et al.*, CCHR No. 96-E-170 (June 18, 1997).

"The Commission does not require `precise' proof of damages for emotional distress. A complainant's testimony standing alone may be sufficient to establish that he or she suffered compensable distress." *Diaz v. Wykurz et al., supra* (citations omitted). "Such damages may be inferred from the circumstances of the case, as well as proved by testimony." *Hoskins v. Campbell*, CCHR No. 01-H-101 (Apr. 6, 2003). However, damages may be awarded only as attributable to these Respondents' discriminatory refusal to rent. *Hutchison v. Iftekaruddin*, CCHR No. 08-H-21 (Feb. 17, 2010) at 9.

Here, the evidence of emotional distress, anguish, and shame was somewhat limited. Complainant testified that he was hurt and distraught when Ms. Feig told him that Respondents would not rent to him because he was a Section 8 recipient. FOF #24. However, remainder of his testimony about emotional distress concerned how his daughter regarded him during the period in which he continued to look for an apartment after he was denied Unit 221 by Respondents and that the specific area they moved to was less safe for her at night. FOF #24. He did not testify about how that impacted him, although it is obvious that fear for his daughter's safety and concern for her feelings would cause some emotional distress. To the extent that his daughter's feelings toward him were due to the problems caused by the flooding, that is not attributable to Respondents for reasons stated above. See FOF ##8, n.2.

Mr. Rankin also testified that he had some ongoing discomfort in having to walk up stairs at his current apartment due to his physical condition. This is attributable to Respondents because had they rented to him, he would have had the use of an elevator. Similarly, he cited the lack of a parking area at this current apartment, unlike at 6954 N. Sheridan, meaning that he has to look for parking on the streets. FOF #24.[14]

The Commission has ordered large emotional distress damages only in limited circumstances where one or more of the following factors were present:

a. Detailed testimony revealed the specific effects of the discriminatory conduct;

b. The conduct took place over a prolonged period of time;

c. The effects of the mental distress were felt over a prolonged period to time;

d. The mental distress was accompanied by physical manifestations and/or mental or psychiatric treatment;

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[14] The Commission agrees with Respondents that Complainant's evidence is thin on detail regarding his discomfort in climbing stairs and regarding the parking that may have been available to him had he rented at 6954 N. Sheridan. That is in part why the Board of Commissioners has further reduced the emotional distress damages award.

e. The discriminatory conduct was particularly egregious, accompanied by face to face conduct, racial or sexual epithets, and/or actual malice; or

f. The complainant was particularly vulnerable.

*Nash & Demby, supra,* recently reaffirmed in Cotten v. Eat-A-Pita, CCHR No. 07-P-108 (May 20, 2009). See also *Brennan v. Zeeman*, CCHR No. 00-H-5 at 7 (Feb. 19, 2003); *Buckner v. Verbon*, CCHR No. 94-H-821 (May 21, 1997). In this case, the proof was insufficient to support more than a moderate amount for compensatory damages based on the above-stated standards as applied to the evidence in this case.

Based on these factors, awards for emotional distress damages upon a finding of housing discrimination have ranged from as little as $400 to as much as $40,000 and various amounts in between. See, e.g., *Godard v. McConnell*, CCHR No. 97-H-64 (Jan. 17, 2001), awarding $400 where respondent was only one of dozens of landlords who discriminated against the complainant, causing emotional distress; *Sellers v. Outland*, CCHR No. 02-H-37 (Oct. 15, 2003), vacated in part on other grounds, Cir. Ct. Cook Co. No. 04 106429 (Sept. 22, 2004) and Ill.App.Ct. No. 1-04-3599 (Sept. 15, 2008), awarding $40,000 for egregious sexual harassment including physical violence and eviction threats resulting in sleep loss, nightmares, flashbacks, and migraine headaches.

When the Commission has awarded the high amounts of emotional distress damages sought by Complainant here ($20,000-$40,000), the discriminatory conduct and its impact were proved to be profoundly more severe, as in *Sellers, supra.* In *Fox v. Hinojosa*, CCHR No. 99-H-116 (June 16, 2004), for example, $10,000 was awarded to a tenant whose landlord made repeated derogatory comments to him about his sexual orientation and "outed" him to his family, causing physical symptoms like nausea.

Several housing discrimination cases based on parental status have resulted in more substantial awards for emotional distress, including *Pudelek and Weinmann, supra,* awarding $4,500 and $3,500 respectively to complainant parents in a parental status discrimination case when condominium board refused to allow their purchase to go through because Complainants had a child, where both parents described severe and extended emotional distress including physical symptoms and marital problems. In another parental status discrimination case, the Commission awarded $3,500 to each complainant for emotional distress where they described resulting financial hardship, unsatisfactory living conditions in the apartment they were able to rent, and strain on their marital relationship. *Campbell v. Brown & Dearborn Parkway, supra.* In *Friday v. Dykes*, CCHR No. 92-FHO-23-5773 (Jan. 18, 1995), $3,500 and $3,000 in emotional distress damages was awarded to two complainants who were forced to live with their children in cramped conditions with friends after they were not allowed to move into an apartment they had rented, noting, "The awarding of emotional distress damages is not an exact science." However, in *King v. Houston and Taylor, supra,* a lower amount of $1,500 was awarded for emotional distress where the evidence of emotional distress was not well developed although the complainant testified that she had trouble talking about the rejection, that it contributed to her emotional difficulties about moving her family from her mother's home, and that the apartment she then found was farther from one son's school.

In two recent cases of source of income housing discrimination involving refusal to rent to a Section 8 voucher holder, the Commission awarded $5,000 for emotional distress based on proof of more specific and disruptive effects of the discriminatory rejection than were proved in the instant case. *Torres v. Gonzales*, supra, and *Draft v. Jercich*, CCHR No. 05-H-20 (July 16, 2008). But in two later Section 8 refusal-to-rent cases, *Hutchison* and *Diaz, supra,* the Commission awarded

$2,500. Each of these later cases involved a discrete rejection with no derogatory epithets or expressions of personal malice toward the complainant. In *Hutchison*, the Commission noted that the complainant's reported physical symptoms were not clearly linked to the respondent's conduct. In *Diaz*, there was a longer duration of emotional distress but, again, not all of it could be attributed to the respondent's conduct.

The hearing officer recommended an award of $2,500 for emotional distress in this case, consistent with the awards in *Hutchison* and *Diaz*. The Board of Commissioners modifies this award to $1,500. Even recognizing that Complainant was troubled by his daughter's reaction perceiving him as unable to provide her with better housing, and unhappy about losing the advantages of an elevator and (at least possibly) a parking space in light of his mobility limitations, Complainant's testimony about his emotional reaction to these Respondents' action was still was only general and conclusory. In combination with this lack of factual development, Respondents' refusal to consider his application was a single, discrete action of short duration, accompanied by none of the factors which would make a refusal to rent more egregious. On this evidence, the Board of Commissioners finds that an award of $1,500 is sufficient to compensate Complainant for the emotional distress attributable to this ordinance violation.

### C. Punitive Damages

Punitive damages are appropriate when a respondent's action "is shown to be motivated by evil motives or intent or when it involves a reckless or callous indifference to the... protected right of others." *Houck v. Inner City Horticultural Foundation, supra.*, quoting *Smith v. Wade*, 461 U.S. 30, 56 (1983), a case under 42 U.S.C. §1983. See also *Blacher v. Eugene Washington Youth & Family Svcs.*, CCHR No. 95-E-261 (Aug. 19, 1998), stating, "The purpose of an award of punitive damages in these kinds of cases is 'to punish [the respondent] for his outrageous conduct and to deter him and others like him from similar conduct in the future.'" See also *Restatement (Second) of Torts* §908(1) (1979), and *Huff, supra.*

"In determining the amount of punitive damages to be awarded, the 'size and profitability [of respondent] are factors that normally should be considered....'" *Soria v. Kern*, CCHR No. 95-H-13 (July 18, 1996) at 17, quoting *Ordon v. Al-Rahman Animal Hospital*, CCHR No. 92-E-139 (July 22, 1993) at 18. "Nevertheless, 'neither Complainants nor the Commission have the burden of proving Respondent's net worth for purposes of...deciding on a specific punitive damages award.'" *Soria, supra* at 17, quoting *Collins/Ali v. Magdenovski, supra* at 13. "If Respondent fails to produce credible evidence mitigating against the assessment of punitive damages, the penalty may be imposed without consideration of his/her financial circumstances." *Soria, supra* at 17.

"In considering how much to award in punitive damages where they are appropriate, 'the Commission also looks to a respondent's history of discrimination, any attempts to cover up and respondent's attitude towards the judicial process (including whether the respondent disregarded the Commission's processes.)" *Brennan v. Zeeman*, supra, quoting *Huff, supra.* "In housing cases, where actual damages are often not high, punitive damages may be particularly necessary to ensure a meaningful deterrent." *Id.*

The hearing office believed this is an appropriate case to make a relatively high punitive damages award. Respondents' refusal to rent to an otherwise eligible tenant on the basis of his source of income as a Section 8 recipient was willful and in reckless disregard of Mr. Rankin's long-established rights under the CFHO. The Commission agrees that such conduct needs to be sanctioned not only in order to punish Respondents for the manner in which they treated a

prospective tenant but perhaps even more importantly to deter Respondents and others from engaging in such discrimination in the future. The last four cases prior to this one in which the Commission has ruled in favor of a complainant in a housing discrimination case (over the last two years) have all involved source of income discrimination in the form of refusal to rent to a Section 8 voucher holder. *Hutchison, supra*; *Diaz, supra*; *Sercye v. Reppen and Wilson*, CCHR No. 08-H-42 (Oct. 21, 2009); and *Draft, supra*. The prohibition against source of income discrimination in the CFHO has been in effect for over 20 years, and its application to Section 8 vouchers was confirmed by the Illinois Appellate Court in 2004 (*Sullivan-Lackey, supra*) yet this form of discrimination seems to be continuing in full force. Thus the Commission agrees with the hearing officer that punitive damages are warranted in this case to adequately punish these Respondents' conduct in willfully refusing to consider renting to a Section 8 voucher holder for that reason, and to deter such refusals in the future.

By virtue of Respondents' decision not to provide information as to their net worth, the amount of punitive damages is resolved without consideration of their specific financial circumstances. See the hearing officer's pre-hearing Order of February 23, 2010, specifically stating that, to the extent Respondents do not provide information about their net worth to Complainant as part of discovery, they may not seek to limit an award of punitive damages based on their income or net worth although they may oppose punitive damages on other grounds. See also *Soria v. Kern, supra* at 17. However, it is clear that Mr. Gassman as owner of the two business Respondents and Ms. Feig as the agent of a management company representing numerous multi-family properties are not small actors in the residential rental housing market in Chicago. FOF #7. In order to fully punish them for their conduct in this case and fully deter them and others from engaging in source of income discrimination in the future, the hearing officer recommended an award of $7,500 in punitive damages.

The Commission modifies this recommendation to an award of punitive damages of $1,000 against each of the Respondents, for a total of $3,000. Although lower than what was recommended, these awards are sufficient to deliver the necessary message about providing equal rental opportunities to Section 8 voucher holders and to emphasize the responsibility of each of the named Respondents in this case—individual and corporate. The total award is more consistent with other refusal to rent cases involving Section 8 vouchers where punitive damages were awarded: $1,500 in *Hutchison, supra*, $5,000 in *Torres, supra*; $1,500 in *Jones, supra*; $250 in *Hoskins, supra*; $1,000 in *Huff, supra*. The Commission also believes it important that each of the three Respondents—two businesses and one individual—recognize their specific responsibility not to discriminate against Section 8 voucher holders in renting housing in the City of Chicago.

### D. Interest on Damages

Section 2-120-510(l), Chicago Municipal Code, allows an additional award of interest on damages ordered to remedy violations of the Chicago Fair Housing Ordinance or the Chicago Human Rights Ordinance. Pursuant to CCHR Reg. 240.700, the Commission routinely awards pre- and post-judgment interest at the prime rate, adjusted quarterly from the date of violation, and compounded annually. Accordingly, and as recommended by the hearing officer, the Commission awards pre- and post-judgment interest on all damages awarded in this case, starting from November 12, 2008, the date of Respondents' refusal to rent to Complainant.

### E. Fine

Section 5-8-130 of the Chicago Fair Housing Ordinance provides that any covered party

found in violation shall be punished by a fine not exceeding $500 per violation. The hearing officer recommended the maximum fine of $500 against each of the three Respondents, for total fines of $1,500. The Commission approves and adopts this recommendation and so fines each of the three Respondents in the amount of $500. A direct discriminatory refusal to rent warrants the maximum fine where, as here, no mitigating circumstances are apparent. See *Hoskins, Torres, Huff, Draft, Sercye, and Hutchison, supra,* for examples in the Section 8 context.

### F. Injunctive Relief

Section 2-120-510(l) of the Chicago Municipal Code authorizes the Commission to order injunctive relief to remedy a violation of the Chicago Fair Housing Ordinance or the Chicago Human Rights Ordinance. The Commission has when appropriate ordered respondents found to have violated the CFHO to take specific steps to eliminate discriminatory practices and prevent future violations, which have included training, notices, record-keeping, and reporting. See, e.g., *Walters & Leadership Council for Metropolitan Open Communities v. Koumbis*, CCHR No. 93-H-25 (May 18, 1994); *Metropolitan Tenants Organization v. Looney*, CCHR No. 96-H-16 (June 18, 1997); *Leadership Council for Metropolitan Open Communities v. Souchet*, CCHR No. 98-H-107 (Jan. 17, 2001); *Pudelek & Weinmann, supra*; and *Sellers v. Outland, supra.*

In order to fully ensure that Respondents rectify their conduct, the hearing officer recommended that Respondents place on the DLG Management website and in all advertisements of rental housing in which DLG Management is the leasing agent the statements "EHOP" (Equal Housing Opportunity Provider) and "Section 8 recipients are welcome." This is similar to a part of the injunctive relief ordered in *Sellers, supra.*, and will serve one of the purposes of injunctive relief noted in *Sellers*, namely to eliminate the vestiges of prior discrimination. The Commission therefore approves and adopts the proposed injunctive relief, with the modification that Respondents' obligation shall commence 28 days from the date of mailing of this Final Order and Ruling, or 28 days from the date of mailing of the Final Order and Ruling on Attorney Fees and Costs if a petition for such fees and costs is filed, and remain in effect for five years thereafter.

### G. Attorney Fees

Section 2-120-510(l) of the Chicago Municipal Code allows the Commission to order a respondent to pay all or part of a prevailing complainant's reasonable attorney fees and associated costs. Indeed, the Commission has routinely found that prevailing complainants are entitled to such an order, and the hearing officer has recommended it in this case. *Hall v. Becovic*, CCHR No. 94-H-39 (Jan. 10, 1996), aff'd *Becovic v. City of Chicago et al.*, 296 Ill. App. 3d 236, 694 N.E.2d 1044 (1st Dist. 1998); *Soria v. Kern, supra* at 19. The Commission thus adopts the hearing officer's recommendation and awards Complainant reasonable attorney fees and costs.

Pursuant to CCHR Reg. 240.630, Complainant may serve and file a petition for attorney's fees and/or costs, supported by argument and affidavit, no later than 28 days from the mailing of this Final Ruling on Liability and Relief. The supporting documentation shall include the following:

1. A statement showing the number of hours for which compensation is sought in segments of no more than one-quarter hour, itemized according to the date performed, the work performed, and the individual who performed the work;

2. A statement of the hourly rate customarily charged by each individual for whom compensation is sought;

3. Documentation of costs for which reimbursement is sought.

Respondent may file and serve a written response no later than 14 days after the filing of the petition. Replies will be permitted only on leave of the hearing officer.

## VI. CONCLUSION

The Commission finds Respondents 6954 N. Sheridan, Inc., DLG Management, and Marni Feig liable for source of income discrimination in violation of the Chicago Fair Housing Ordinance and orders the following relief:

1. Payment to the City of Chicago of a fine of $500 assessed against each of the three Respondents, for total fines of $1,500;

2. Payment to Complainant of out-of-pocket damages in the amount of $850.

3. Payment to Complainant of emotional distress damages in the amount of $1,500, which shall be the obligation of Respondents jointly and severally;

4. Payment to Complainant of punitive damages in the amount of $1,000 by each of the three Respondents, for total punitive damages of $3,000;

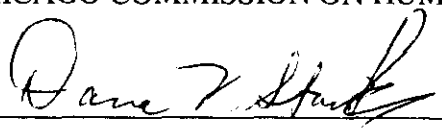
5. Payment to Complainant of interest on the foregoing damages from the date of violation on November 12, 2008, assessed jointly and severally;

6. Compliance by Respondents jointly and severally with the order for injunctive relief as described above, specifically:

   Place on the DLG Management website and in all advertisements of rental housing in which DLG Management is the leasing agent the statements "EHOP" (Equal Housing Opportunity Provider) and "Section 8 recipients are welcome," commencing 28 days from the date of mailing of this Final Ruling or 28 days from the date of mailing of the Final Order and Ruling on Attorney Fees and Costs if a petition for such fees and costs is filed, and continuing for five years thereafter.

7. Payment of Complainant's reasonable attorney fees and costs as determined by further order of the Commission pursuant to the procedures outlined above.

CHICAGO COMMISSION ON HUMAN RELATIONS



By: Dana V. Starks, Chair and Commissioner
Entered: August 18, 2010